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/agenda/commissioners

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, December 14, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **December 7, 2021**

Review Agenda

Consent Agenda

Human Services
a. Agreement w/Benton-Franklin Community Action Committee for WA State Community Development Block Grant Services
b. First Amended to Agreement w/Goodwill Industries for the Treasury Rent Assistance Program
c. Contract w/Benton-Franklin Health District for Quarantine & Isolation Services
d. Agreement w/MRJN Associates for Employment Services

Information Technology
e. Equipment/Product Change Amendment w/Ricoh for Corrections Department
f. Approval of Work Order Quote From Municipal One to Add Judicial Services Section on Website
g. Purchase of Two PCs, Four Monitors & 2 Laptops For Human Services From Dell Inc.
h. Purchase of One PC, One Docking Station & Two Monitors for the Prosecuting Attorney's Office From Dell, Inc.
i. Purchase of One PC, One Docking Station & Two Monitors for the Sheriff's Office From Dell, Inc.

Juvenile

j. Franklin County Flat Monthly Payments for 2022 Juvenile Operations and Facilities
k. Contract w/Kathleen Moreno for Becca Docket Attorney Representation

Public Safety

l. Coding Correction of Funds From Current Expense, 0000-101, Dept. 121 to Public Safety Fund, 0148-101, Dept. 121
m. Coding Correction of Funds From Current Expense, 0000-101, Dept. 121 to Public Safety Fund, 0148-101, Dept. 122

Public Works

n. Ratifying Change Order Nos. 1, 2 & 3 to Granite Construction Company's Contract for Dallas Road Bike Path Project
o. Ratifying Change Order Nos. 1 & 2 to C & E Trenching's Contract for the Dallas Rd/Arena Rd Traffic Improvements Project
p. Employment Offer for Operations Manager Position

Purchasing

q. Contract w/Iron Horse Vac for CatchBasin & Drywell Cleaning Services
r. Contract w/Mel's Inter-City Collision for As Needed Automobile Body Repair Services
s. Agreement w/DOT for Inspection of County Owned Bridges
t. Non-Renewal Notice to ICSolutions for Inmate Telephone Services

Risk Management

u. Contract w/Bock Consulting for Occupational Health Consultations

Sheriff

v. Contract w/Bluepearl Washington Practice Entity for Canine Surgical Veterinarian Services

Superior Court

w. Adoption of 2022 Percentage Rates for Salaries, Benefits, and Information Technology Assessments
x. Adoption of 2022 Participant Position Allocation for Adult & Juvenile Drug Court Programs

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

Scheduled Business

Line Item Transfer in Roads Department for Administrative Assistant ~ S Berry

2022 1-Year Road Program ~ D D'Hondt

Sponsorship Agreement w/Visit Tri-Cities for the Travel Bloggers Exchange North America Conference ~ A Fyall

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, December 7, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Pro Tem Shon Small
Commissioner Will McKay
County Administrator Jerrod MacPherson
Alt. Clerk of the Board Marilu Flores

Absent: Chairman Jerome Delvin (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Matt Rasmussen; Human Services Manager, Kyle Sullivan; Office of Public Defense Manager, Eric Hsu; Steve Hallstrom, DPA; Community Development Director Greg Wendt; Finance Manager Linda Ivey; Chief Deputy Clerk Elaine Osborne; Treasurer Ken Spencer; Robert Heard, IT Manager

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of November 30, 2021 were approved.

Review Agenda

Administrator MacPherson added an executive session to review qualifications of an applicant for public employment.

Consent Agenda

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

Auditor
a. Surplus and Disposition of Personal Property

Commissioners
b. Appointment of Richa Sigdel to the Mid-Columbia Libraries Board

Human Services
c. Grant Agreement w/Arc of Tri-Cities for Employment Services

d. Grant Agreement w/Columbia Industries for Employment Services
e. Grant Agreement w/Responding to Autism Services for Employment Services

Public Works

f. Award of Contract to Siefken & Sons Construction for the Moderate Risk Waste Facility Project
g. Ratifying Change Order No. 4 to Central Washington Asphalt for Bituminous Surface Treatment
h. Interlocal Agreement w/City of Richland for Revision of Corporate Boundary

Purchasing

i. Contract w/LexisNexis for Law Library @ the Jail

Public Comment

None

Special Olympics Update

Kyle Sullivan introduced Donna Tracy who provided an update on Special Olympics and presented the Board with a thank you letter. The Board recognized athletes who have participated as well as volunteered in Special Olympics. Ms. Tracy updated the board on the following:

- Fall tournaments
- Total of 380 registered athletes
- One-on-one training
- Greg Berg chosen to represent our community at 2022 Florida nationals in bowling
- New partnership with Golf Academy for coach recruitment
- Partnership with ESD 123 for participation in "Young Athletes" activities
- Gold medals for volleyball teams

Discussion on Adding Veterans Service Officer to Veterans Assistance Program

Kyle Sullivan, Human Services Manager, approached the Board regarding a veterans service officer position. Mr. Sullivan gave an update of past board discussions regarding the veterans program within Human Services. Mr. Sullivan indicated that he has been in discussions with the advisory board about approaching commissioners on supporting this position using the veteran's relief fund. He further indicated that should the Board desire, the Washington Department of Veteran's Affair can come and do a presentation to talk about how a veterans service officer would help veterans file claims and bring additional federal funding to the community and sounded like a great program. He is in the process of getting feedback and putting together a bi-county advisory board meeting. He wanted to start having discussions again and answer any questions now that things are starting to open back up. Commissioner McKay indicated that he may go sit in on a Franklin County advisory board meeting and listen. Mr. Sullivan said once he gets more information in the near future, he will return to the Boards for direction.

Prosser Economic Development Association Quarterly Update

Neal Ripplinger, Executive Director for PEDA, provided a PowerPoint presentation and updated the Board on the following:

- 2020/2021 Leadership Program ~ 10 individuals participated & graduated Aug. 2021
- Prosser Business Spotlight ~ have featured 50 businesses to date
- Grant Writer Program ~ part-time grant writer shared between four entities
- Covid-19 Business Resiliency ~ Prosser businesses have received 62 grants totaling $944,590.29
- Wayfinding Banners ~ completed through grant funding
- Wayfinding Signs ~ additional signs to complement existing signage
- Transportation Committee & Improvements ~ evaluating gaps in service w/BF Transit & continue efforts to improve safety of SR-221
- Business retention, recruitment & expansion in the Prosser area
- TBEX North America – largest networking event for travel bloggers in April 2022

Office of Public Defense Grant Funding for Addressing Cases Pursuant to State vs. Blake

Eric Hsu, Office of Public Defense Manager, presented a grant offer from the State in the amount of $224.000 to be used for public defense as a result of the Supreme Court's decision in *State v Blake's* convictions of which need to be resentenced or vacated in a large volume of cases in Benton County. The State Office of Public Defense has offered a grant to support post-conviction relief efforts in 2021 and 2022. Mr. Hsu requested the board sign the state grant agreement as well as the line item transfer associated with the agreement.

MOTION: Commissioner Small moved to approve grant agreement #GRT22032 with Washington State Office of Public Defense in order to receive and expend public defense grant funding for addressing cases pursuant to *State v. Blake* in the amount of $224,000. Commissioner McKay seconded and upon vote, the motion carried.

MOTION: Commissioner Small moved to adopt the line item transfer within Current Expense Fund No. 0000101, Dept. 115 to Dept. 136 as presented. Commissioner McKay seconded and upon vote, the motion carried.

Discussion: Commissioner McKay asked on OPD's continued efforts on finding counsel and outsourcing services. Mr. Hsu indicated that his office does not have the resources and is struggling. Commissioner McKay commented also on a recent incident wherein an employee was fired from his job for using his concealed weapon at a person who was later determined had 9 felony warrants and posed a threat at a business and asked how a person with warrants is out on the streets. Mr. Hsu indicated that this means the system is working because a warrant was issued. However, authorities then have to come across that person to be able to make an arrest.

Disbursement to the City of West Richland for the Cooperative Way Project

Adam Fyall, Sustainable Development Manager, presented via webex on a new rural county capital fund project proposed by the City of West Richland. Mr. Fyall said the project included construction of 820 feet of new urban roadway, widening of Keene Road at two locations, installing 3,155 feet of 12" water main, five fire hydrants and storm drainage appurtenances. Mr. Fyall is looking at the Board for approval of a disbursement agreement with the City of West

Richland to assist with funding the project in the amount of $250,000 using rural county capital funds.

Commissioner McKay moved for the disbursement of Rural County Capital Funds to the City of West Richland for the Cooperative Way Project in the amount of up to $250,000 and for the signing of the disbursement agreement. Commissioner Small seconded and upon vote, the motion carried.

Other Business

Commissioner McKay brought up public safety regarding shootings and what could be done about being proactive especially with individuals with current warrants. Commissioner McKay felt bad for the recent employee at the Walmart incident being fired for protecting the public and wanted that individual to be acknowledged for his involvement.

Commissioner Small wanted notification regarding Special Olympics be posted on the County website.

The Board briefly recessed, reconvening at 9:59 a.m.

Executive Session- Review Qualifications of an Applicant for Public Employment

The Board went into executive session at 9:59 a.m. for approximately 15 minutes to review qualifications of an applicant for public employment. Also present were Jerrod MacPherson, Matt Rasmussen, Doug D'Hondt, Lexi Wingfield and Marilu Flores.

The Board came out at 10:07 a.m. No decisions were made in executive session, but direction was given.

Executive Session – County's Position and Strategy In Union Negotiations

The Board went into executive session at 10:07 a.m. for approximately 15 minutes to discuss the County's position and strategy in union negotiations. Also present were Jerrod MacPherson, Matt Rasmussen, Steve Hallstrom, Lexi Wingfield, Linda Ivey and Marilu Flores.

The Board came out at 10:23 a.m. No decisions were made in executive session, but direction was given.

Vouchers

Check Date: 11/30/21
Warrant #: 224061-224386
Total all funds: $2,657,527.61

EFT's #2029-2051
Transfers #11302101-11302104

Total of all Funds: $549,527.76

Check Date: 12/03/21
Warrant #: 224419-224682
Total all funds: $1,406,627.43

EDT's #2052-2057
Transfers # 12032101
Total of all Funds: $41,072.25

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

Resolutions

2021-858	Surplus and Disposition of Personal Property
2021-859	Appointment of Richa Sigdel to the Mid-Columbia Libraries Board
2021-860	Grant Agreement w/Arc of Tri-Cities for Employment Services
2021-861	Grant Agreement w/Columbia Industries for Employment Services
2021-862	Grant Agreement w/Responding to Autism Services for Employment Services
2021-863	Award of Contract to Siefken & Sons Construction for the Moderate Risk Waste Facility Project
2021-864	Ratifying Change Order No. 4 to Central Washington Asphalt for Bituminous Surface Treatment
2021-865	Interlocal Agreement w/City of Richland for Revision of Corporate Boundary
2021-866	Contract w/LexisNexis for Law Library @ the Jail
2021-867	Grant Agreement w/WA State Office of Public Defense for State vs. Blake Cases
2021-868	Line Item Transfer, Fund No. 0000-101, Dept. 115 to Dept. 136
2021-869	Disbursement to the City of West Richland for the Cooperative Way Project

There being no further business before the Board, the meeting adjourned at approximately 10:23 am.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12-14-2021
Subject:	Benton-Franklin Community Action Committee CDBG
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton County would like to enter into an agreement with Benton-Franklin Community Action Committee to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant (CDBG). Benton-Franklin Community Action Committee will use funds to provide direct public services that will principally benefit low-and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. Benton-Franklin Community Action Committee will continue to serve and improve the rural services with the bilingual staff that is trained to provide services under all applicable grants administered by Benton-Franklin Community Action Committee. Services may include direct resource/referral, utility assistance, medical prescriptions, and transportation assistance. All housing services such as rent and/or deposit assistance will go through the local Coordinated Entry System in Kennewick for referral to Benton-Franklin Community Action Committee. Services will continue to be provided in both English and Spanish languages.

Award: $62,830.00

Period: July 1, 2021 through June 30, 2022

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.

Recommendation

Move to approve signing Agreement #2021-2022-CDBG-CAC

Suggested Motion

Consent Agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

RE: IN THE MATTER OF EXECUTING AGREEMENT #2021/2022-CDBG-CAC BETWEEN BENTON COUNTY AND BENTON-FRANKLIN COMMUNITY ACTION COMMITTEE

WHEREAS, Benton County would like to enter into an agreement with Benton-Franklin Community Action Committee to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant (CDBG), and

WHEREAS, Benton-Franklin Community Action Committee will use funds to provide direct public services that will principally benefit low-and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. Benton-Franklin Community Action Committee will continue to serve and improve the rural services with the bilingual staff that is trained to provide services under all applicable grants administered by Benton-Franklin Community Action Committee; and

WHEREAS, services may include direct resource/referral, utility assistance, medical prescriptions, and transportation assistance. All housing services such as rent and/or deposit assistance will go through the local Coordinated Entry System in Kennewick for referral to Benton-Franklin Community Action Committee. Services will continue to be provided in both English and Spanish languages; **NOW THEREFORE,**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement #2020/2021-CDBG-CAC between Benton County and Benton-Franklin Community Action Committee, for an agreement amount of $62,830.00; and

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

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

_____
Chairman of Board

_____
Member

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

Attest: _____
Clerk of the Board

Originals: Benton County Commissioners, Human Services

T.McKelrnan

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #2021/2022-CDBG-CAC

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY") and **Benton-Franklin Community Action Committee**, a non-profit public benefit corporation organized under the laws of the State of Washington, doing business as Community Action Connections, with its principal offices at 710 West Court Street, Pasco, WA 99301, (hereinafter "Subrecipient").

County's Contact Information:
Kyle Sullivan, Administrator
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: kyle.sullivan@co.benton.wa.us

Subrecipient Contact Information:
Judith A. Gidley, Executive Director
Benton-Franklin Community Action Committee
710 West Court Street
Pasco, WA 99301
Phone: 509.545.4042
Fax: 509.544.9691
E-Mail: jgidley@bfcac.org

Agreement Start Date ..... July 1, 2021
Agreement End Date ..... June 30, 2022

Consideration $62,830.00

Attachment A ..... Scope of Work
Attachment B ..... Services Budget
Attachment C ..... Partner Participation Agreement
Attachment D ..... Housing Resource Center Guidelines
Attachment E ..... Department of Commerce CDBG Contract

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 Subrecipient:

Judith A Gidley 12/2/21
Executive Director 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

WHEREAS, the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of the COUNTY selected to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulation, and policies; and

WHEREAS, the COUNTY has applied for and received a CDBG award, contract number 21-62210-002, to fund the Project with Federal Award Identification Number (FAIN) B-18-DC-53-001; and

WHEREAS, it benefits the COUNTY to engage the Subrecipient to accomplish the Scope of Work (Attachment A) and the objectives of the local CDBG project;

NOW THEREFORE, the parties agree that:

1. SCOPE OF WORK

A. COUNTY Responsibilities

The COUNTY is responsible for administration of the CDBG contract and for ensuring that CDBG funds are used in accordance with all program requirements (24 CFR 570.501(b)) and the COUNTY's CDBG contract with Commerce, attached hereto as Attachment E and incorporated herein by reference. The COUNTY will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient agrees to the terms, conditions, obligations, and requirements of this Agreement and those set forth in the CDBG contract with Commerce (Attachment E).

The Subrecipient will complete in a satisfactory and proper manner, as determined by the COUNTY, the tasks described in the Scope of Work in Attachment A and the Budget in Attachment B, both of which are attached hereto and incorporated herein by reference, in order to accomplish the objectives of the CDBG project.

The Subrecipient agrees to participate with Benton and Franklin Counties' Department of Human Services in the Housing Resource Center's Coordinated Entry System. Accordingly, Subrecipient agrees to enter into a Partner Participation Agreement with the Department of Human Services, as set forth by the Partner Participation Agreement (Attachment C, which is attached hereto and incorporated herein by reference) and designate an individual within its organization to attend all housing provider meetings set up by the Department of Human Services. Subrecipient agrees to follow the Housing Resource Center guidelines set forth by Attachment D, attached hereto and incorporated herein by reference.

The Subrecipient will periodically meet with the COUNTY, at the COUNTY's discretion, to review the status of these tasks.

2. TIME OF PERFORMANCE

The time of performance for this Agreement is July 1, 2021 through June 30, 2022, unless otherwise terminated as set forth herein.

3. BUDGET

The Subrecipient shall follow the budget approved by Commerce and the COUNTY (see Attachments B and E). The COUNTY may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the

COUNTY. Any amendments to the budget must first be reviewed by the COUNTY for a determination as to whether the amendment is consistent with the COUNTY's CDBG contract with Commerce and, if determined to be consistent, then may be approved in writing by the COUNTY and the Subrecipient.

4. PAYMENT

The COUNTY shall reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Work (Attachment A).

Reimbursement under this Agreement will be based on billings supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

5. PERFORMANCE MONITORING

The COUNTY will monitor the performance of the Subrecipient as outlined in the attached Scope of Work (Attachment A) by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement.

The COUNTY shall notify the Subrecipient when it identifies substandard performance. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

6. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

1. The requirements of Title 24 of the Code of Federal regulations, Part 570 (HUD regulations concerning CDBG); and

2. All other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this Agreement.

B. CDBG National Objective

The Subrecipient certifies the activities carried out under this Agreement will meet a CDBG Program National Objective as defined in 24 CFR 570.208.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA,

retirement, life, and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Hold Harmless and Indemnification

The Subrecipient will hold harmless, defend, and indemnify the COUNTY and it officers, officials, employees, and agents from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. Provided, that the Subrecipient's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the Subrecipient, anyone directly or indirectly employed by the Subrecipient, or anyone for whose acts any of them may be liable, the indemnification obligation in this Agreement 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 Subrecipient under Workers' Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Subrecipient expressly waives any immunity the Subrecipient might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Agreement, the Subrecipient 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 Subrecipient makes with any sub-subrecipient or agent performing work hereunder. Subrecipient's obligations under this section shall survive termination and expiration of this Agreement.

The Subrecipient'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 Subrecipient or the Subrecipient's employees, agents, or subrecipients.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Subrecipient shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Subrecipient and employees of any subrecipient or sub-subrecipient. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Subrecipient 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, Subrecipient 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 Subrecipient or sub-subrecipient 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, Subrecipient shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to Subrecipient or subrecipient employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by Subrecipient pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to Subrecipient for performance of this Agreement.

F. Insurance & Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum, will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.

Professional Liability Insurance: Prior to the start of work under this Agreement, the Subrecipient shall secure and maintain at its own expense Professional Liability Insurance appropriate to the Subrecipient's profession, which must be written subject to limits of not less than one million dollars ($1,000,000) for 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 Subrecipient's services defined in this Agreement. Coverage shall not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Subrecipient's services as defined by this Agreement. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Subrecipient 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 Agreement. Subrecipient shall annually provide COUNTY with proof of all such insurance.

Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Agreement, Subrecipient shall obtain and maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Subrecipient from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Agreement by Subrecipient or by anyone directly employed by or contracting with Subrecipient. 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 Subrecipient's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The Subrecipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification provisions of this Agreement. Subrecipient'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.

Subrecipient 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

Automobile Liability: The Subrecipient shall maintain, during the life of this Agreement, Commercial Automobile Liability Insurance (Policy Form 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

Subrecipient from claims which may arise from the performance of this Agreement, whether such operations are by the Subrecipient or by anyone directly or indirectly employed by the Subrecipient. Commercial Auto Liability Insurance shall include coverage for owned, non-owned, and hire autos. Covered auto shall be designated as "Symbol 1" any auto. Subrecipient waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

Other Insurance Provisions:

1. The Subrecipient'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 Subrecipient'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 Subrecipient'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 Subrecipient shall include all Subrecipients as insureds under its policies or shall furnish separate certificates and endorsements for each subrecipient. All coverage for Subrecipients shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure, nor are they limitations on indemnification.

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

Verification of Coverage and Acceptability of Insurers:

All insurance required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Washington 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 Subrecipient, 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 prior written 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 Subrecipient's insurance and shall not contribute to it.

2. Certificates of Liability Insurance must be provided to the COUNTY's Contract Representative set forth on the Agreement cover sheet.

3. All written notices under this section and notice of cancellation or change of required insurance coverages, shall be mailed to the COUNTY's Contract Representative referenced on the Agreement cover sheet.

4. The Subrecipient or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the COUNTY's Contract Representative on the Agreement cover sheet.

5. Prior to receiving funds under this Agreement, the Subrecipient must furnish to the COUNTY a properly executed certificate of insurance or a signed policy endorsement that clearly evidences all insurance required under this section. The certificate(s) must, at a minimum, list limits of liability and coverage. The certificate(s) must provide that the underlying insurance contract may not be cancelled or allowed to expire except upon thirty (30) days prior written notice to the COUNTY.

G. Funding Source Recognition

The Subrecipient will insure recognition of the roles of Commerce, the Washington State CDBG program, and the COUNTY in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The COUNTY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY's governing body. Such amendments shall not invalidate this Agreement, nor may they relieve or release the COUNTY or Subrecipient from their obligations under this Agreement.

I. Suspension or Termination

In accordance with 2 CFR 200.338-9, the COUNTY may suspend or terminate this Agreement if the Subrecipient fails to materially comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

2. Failure of the Subrecipient, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the COUNTY of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the COUNTY or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety.

7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient must maintain all records required by the federal regulations specified in 24 CFR 570.506 pertinent to the activities to be funded under this Agreement and those described in the CDBG Management Handbook. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the civil rights components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 2 CFR 200.333;
g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable federal, state, and local laws and regulations applicable to CDBG-funded construction projects; and
h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

The COUNTY, the Washington State Department of Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Subrecipient for a period of six (6) years after final audit of the COUNTY'S CDBG contract, unless a longer period is required to resolve audit findings or litigation. In such cases, the COUNTY shall request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the COUNTY, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

A Subrecipient that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient must comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY periodic reports pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement must comply with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient must transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the COUNTY is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this ten-year period of time, the Subrecipient will pay the COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the COUNTY. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the COUNTY for CDBG-eligible activities as approved by the CDBG program or (b) retained after compensating the COUNTY.

8. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:
No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended:
No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended:
No otherwise qualified individual may be excluded, solely by reason of his or her disability, from participation in any program or activity (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990:
Subject to the provisions of this title, no qualified individual with a disability may be excluded by reason of such disability from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this Agreement must comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. The Subrecipient must send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Subrecipient must include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Subrecipient may not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the Subrecipient from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY and Commerce.

2. Conflict of Interest

No member of the COUNTY'S governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest shall be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

a. The Subrecipient certifies, by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. If the Subrecipient is unable to certify to any of the statements in this Agreement, the Subrecipient shall attach an explanation to this Agreement.
c. The Subrecipient further agrees by signing this Agreement that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or Commerce reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

10. PERFORMANCE WAIVER

The COUNTY'S failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this Agreement.

Scope of Work

Service Programs:

Community Action Connections (CAC) will use funds to provide direct public services that will principally benefit low – and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. CAC will continue to serve and improve the rural services with our bi-lingual staff that is trained to provide services under all applicable grants administered by CAC.

Services may include direct resource/referral, utility assistance, medical prescriptions, and transportation assistance. All housing services such as rent and/or deposit assistance will go through the local Coordinated Entry System in Kennewick for referral to CAC. Rural clients from Connell will go through the CES eligibility intake screening with the CAC FDS who will notify CES staff of assistance provided. Services will be provided in both English and Spanish.

The Family Development Specialist (FDS) staff will complete household eligibility, assessment of needs and delivery of services in the rural non-entitlement areas of the counties. Staff will be stationed at the point of delivery in Connell serving residents of Connell, Mesa, Basin City and Kahlotus during designated days/times. CAC staff will provide services that match the client needs. CAC provides a posted/advertised phone number reserved for rural clients to call toll free to arrange for services in Connell and Benton City on designated days. Residents of West Richland may either apply at our Prosser Office and/or our Pasco Office, dependent on the days/times staff is available.

Direct Client Services

- 1st Month Rent: At no time will the amount exceed the actual amount needed to obtain housing.
- Rent Deposit: The amount of security/damage deposit required whenever possible must be either equal to or less than the Fair Market (FMR) rent based on unit size unless there is written justification in the file explaining the reason for the increased amount which requires department manager signed approval.
- Eviction Prevention Rent: not to exceed 3 months including arrears, household must be eligible using the HRC screening tool.
- Utility Deposits: At no time will the amount exceed the actual amount needed to obtain service.
- Utility Costs (Electricity, Gas, Propane, Wood, and Water/Sewer): Utility/energy assistance is available for those clients enrolled and only provided after documentation that either the client is not eligible for LIHEAP or Helping Hands programs or no funds are available. Water assistance is also available but requires a shut off notice and can be no more than the amount that is required to retain or re-start the service.
- Application Fees: Up to two times during the housing search period, unless documented need to do more which requires prior approval from BFDHS contract manager.
- Transportation: Transportation in the form of bus travel or gas; exceptions must be approved by BFDHS contract manager.
- Medical Prescriptions: This assistance is dedicated to assist persons who do not have the means to pay and/or do not have medical insurance. Maximum of $200 per calendar year.
- GED Testing Fees – Assistance with actual costs of GED testing fees in order for client to obtain GED.
- Other services as deemed appropriate and/or necessary, only with prior approval from BFDHS.

Resource and Referral Services

- Basic Food Eligibility
- Diapers and Depends
- Personal Hygiene Supplies
- Winter Coats

SERVICES BUDGET

Purpose: To deliver the direct services listed in Attachment A, "Scope of Work"

Cost Categories:

Staffing	$23,196.00	*Salary and benefits for .50 FTE providing direct services, to be documented by payroll records*
Goods and services	$3,600.00	*Costs must be tied to the delivery of the CDBG public service*
Direct Client Services	$29,984.00	*Costs must be for eligible services described in Scope of Work (Attachment A)*
Equipment	$0	*Office mobile equipment*
Travel	$3,050.00	*Cost must be tied to the delivery of the CDBG public service*
Admin Costs	$3,000.00	*Must be tied to a CDBG public service through the community action program's approved cost allocation plan*
TOTAL	$62,830.00	*(Not to include county administration funds)*

Budget Narrative:

Staffing: $ 23,196.00

- Salary and Benefits for .50 FTE

Goods & Services: $3,600.00

- Office/Operating Services – $240 per month/total 12 months = $2,880.00
- Telecommunications (Wi-Fi and Cell phone) – $60 per month for 12 months = $720.00

Direct Client Services: $29,984.00

Examples of Direct Services:

- Medical Prescriptions – actual amount up to a maximum of $200 per year
- Rental/Deposits – actual amount up to FMR for deposit/first month rent
- Application Fees – actual amount up to $45 each fee
- Prevention Rent – actual amount up to FMR – not to exceed 2 months arrears and current month
- Transportation – bus travel or gas up to $30
- Utility Deposits – actual costs up to amount required to turn on utilities
- Utility Costs – actual cost to prevent shut off after LIHEAP or Helping Hands
- GED Testing Fees – actual costs for GED testing fees in order for client to obtain GED
- Other services as deemed appropriate and/or necessary, only with prior approval from BFDHS

Equipment Purchase: $0

Travel: $3,050.00

- Travel is based on travel reimbursement costs of $0.58 per mile and subject to change based on WA State mileage and per diem rate. Average cost per month is $254.00 **Washington State Office Financial Management for mileage reimbursement rate.**

Admin Cost Allocation: $3,000.00

- Cost allocation is based on $250 per month X 12 months = $3,000. CAC allocates its general costs of administration not readily identifiable to a specific grant in as administrative cost allocation plan. Costs are allocated based on FTE percentage of the number personnel working in any program. This includes insurance, agency telephone services, professional services, etc. This process has been accepted by the Department of Commerce and CAC's auditor for over 16 years.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2022
Subject:	Amendment Agreement PSC-2021-GW-TRAP with Goodwill Industries of the Columbia
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The Treasury Rent Assistance Program is intended to prevent evictions by paying past due rent and past due utilities for households that are unable to pay, due to the COVID-19 pandemic.

Goodwill Industries of the Columbia will be providing rental assistance with the Treasury Rent Assistance Program for those in our community affected by COVID-19 who need rental assistance and utilities assistance.

Fiscal Impact

Amount: $1,000,000.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of $1,000,000.00.

Recommendation

- Sign the Amendment Agreement PSC-2021-GW-TRAP with Goodwill Industries of the Columbia to extend the rental assistance through the Treasury Rent Assistance Program to September 30, 2022.

Suggested Motion

Approve on the consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING THE FIRST AMENDED AGREEMENT PSC-2021-GW-TRAP BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA.

WHEREAS, the purpose of this Agreement is intended to prevent evictions by paying past due and future rent and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

WHEREAS, agreement PSC-2021-GW-TRAP needs to extend the date of the agreement from December 31, 2021 to September 30, 2022 via Resolution number 2021-392; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves extend the agreement, PSC-2021-GW-TRAP, between Goodwill Industries of the Columbia and Benton County Human Services to September 30, 2022; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments, necessary to Goodwill Industries of the Columbia for the disbursement of the Treasury Rent Assistance Program (T-RAP); and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on April 1, 2021 and ends on September 30, 2022.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

CC: Commissioners Office, Benton County DHS Tammy McKeirnan

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2021-GW-TRAP

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, a political subdivision with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter "COUNTY"), and **GOODWILL INDUSTRIES OF THE COLUMBIA, INC**, a Not-For-Profit Corporation, under the laws of the State of Washington with its principal offices at 815 N. Kellogg, Ste. A, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Statement of Work and;
b. Exhibit B - Budget
c. Commerce Treasury Rent Assistance Program Guidelines
d. US Treasury Emergency Rental Assistance Terms

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide financial assistance to Benton County residents to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to COVID-19 outbreak and are at risk of experiencing homelessness or housing instability. A detailed description of the services

to be performed by the CONTRACTOR is set forth in Exhibit A, "Statement of Work" and Commerce's Treasury Rent Assistance Program Guidelines, and US Treasury Emergency Rental Assistance Terms which are attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the 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:	Ken Gosney
Address:	815 N. Kellogg, Ste. A Kennewick, WA 99336
Phone:	509-735-7238
Email:	kgosney@goodwillotc.org

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 one million dollars and no cents ($1,000,000.00), 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. T-RAP 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. **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 employer's liability.

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

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

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

The commercial general liability policy must contain an

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

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

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated

in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

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

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

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

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

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

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then

CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

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

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

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

referenced in Section 4.

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

9. TERMINATION

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

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations

and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

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

11. DEBARMENT

The CONTRACTOR certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

d. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

12. 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.

13. 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.

14. COMPLIANCE WITH LAWS

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

22. 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.

23. SEVERABILITY

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

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 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).

27. 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.

28. 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 March 1, 2021.

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: _____

FOR: GOODWILL INDUSTRIES OF THE COLUMBIA INC

_____
Signature

CEO
Title

Ken Gosney
Print Name

Approved to Content:

_____
Human Services Manager

g.

T-RAP Scope of Work

The Treasury Rent Assistance Program (T-RAP) Grant for Benton County is intended to prevent evictions by paying past due and future rent, and past due utilities while targeting limited resources to those with the greatest needs while working to distribute funds equitably.

The Treasury Rent Assistance Program Guidelines and US Department of the Treasury Emergency Rental Assistance documents shall be followed.

Eligibility and Prioritization

The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet all three of the initial screening criteria:

- Income at or below 80% of Area Median Income (AMI).
- Experiencing a financial hardship directly or indirectly due to the COVID-19 outbreak that threatens the household's ability to pay the costs of the rental property when due.
- At risk of experiencing homelessness or currently experiencing housing instability.

In addition to following the eligibility criteria, the following households must be prioritized:

- Income at or below 50% Area Median Income (AMI).
- Households with one or more individuals who are unemployed and have been unemployed for 90 days before application date.

Performance Measurement

Grantees must ensure equitable access to T-RAP.

Equitable access means that the race and ethnicity of people entering T-RAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering T-RAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

- People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- Black or African American
- American Indian and Alaska Native
- Hispanic/Latinx

Data from all T-RAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:

- Ten percent of households served must be youth or young adults age 18-24, this includes emancipated 16 and 17 year olds.

Reporting

Grantee shall provide the T-RAP report weekly to the Counties to assist in ensuring duplication of services does not happen.

Local Variance

Grantees interested in implementing program restrictions or additional eligibility requirements must ensure they are based on vulnerability and/or risk and must first consult with the County before implementation.

Goodwill Industries of the Columbia Inc
PSC-2021-GW-TRAP
April 1, 2021 to December 31, 2021
Budget

Benton County Budget Line Item	Amount	
Rent Assistance	$	800,000.00
Utilities	$	100,000.00
Administration (5%)	$	100,000.00
Total	$	1,000,000.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Community Services Contract with Benton-Franklin Health District
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Benton-Franklin Health District would like to contract with Department of Human Services to have a Quarantine and Isolation program for those who need a safe place for community members to quarantine who are affected by COVID-19. Benton County Department of Human Services will run the program and assist referrals from the Health District.

Fiscal Impact

Amount: $140,000.00

Fund: Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154-101 Homeless Housing Budget & 0108101 Human Services Budget.

Recommendation

- Sign the Community Services Contract with Benton-Franklin Health District.

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 COMMUNITY SERVICES CONTRACT TO PROVIDE QUARANTINE AND ISOLATION SERVICES BETWEEN THE BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BENTON-FRANKLIN HEALTH DISTRICT.

WHEREAS, the Benton-Franklin Health District would like to enter into an Agreement with Benton County Human Services to manage the required quarantine and isolation program for those impacted by COVID-19 who need a safe place to quarantine/isolate; and

WHEREAS, the Quarantine and isolation Agreement with Benton-Franklin Health Department commences on January 1, 2022 and will be in effect until March 31, 2022; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Community Services Contract, between Benton-Franklin Health District and Benton County Department of Human Services for a total amount of $140,000.00.

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

_____
Chair

Attest: _____
Clerk of the Board

_____
Member

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

CC:Commissioners Office, Benton County DHS TMcKeirnan

COMMUNITY SERVICES CONTRACT
Between
BENTON-FRANKLIN HEALTH DISTIRCT
And
BENTON COUNTY HUMAN SERVICES

This Community Services Contract, hereinafter referred to as the Contract, by and between **Benton-Franklin Health District (BFHD)** and the **Benton County Human Services (Contractor)**, and collectively known as the "Parties" is being executed for the purpose of providing an emergency response to the Covid-19 pandemic by providing Isolation and Quarantine site and related services as a counter measure against the pandemic.

EFFECTIVE DATE: JANUARY 1, 2022 – MARCH 31, 2022

Benton-Franklin Health District **7102 W. Okanogan Place** **Kennewick, WA 99336**		**Phone: (509) 460-4200** **Fax: (509) 460-4590**		
Title/Responsibility	**Contact Name**	**Phone**	**Fax**	**Email**
Administrator/Signature Authority	Jason Zaccaria	509-460-4567	509-460-4590	Jasonz@bfhd.wa.gov
Contracts Manager	Bonnie Hall	509-460-4553	509-460-4590	Bonnieh@bfhd.wa.gov
EOC Incident Commander	Rick Dawson	509-539-1791	509-460-4515	Rickd@bfhd.wa.gov
EOC Incident Commander	Carla Prock	509-539-0874	509-460-4515	Carlap@bfhd.wa.gov
Accountant – Accounts Payable	Kyle Phillips	509-460-4580	509-460-4590	Kylep@bfhd.wa.gov

Contractor Contacts

Benton County Human Services **7102 W. Okanogan Pl. Suite 201** **Kennewick, WA 99336**		**Phone: (509) 783-5284** **Fax: (509) 783-5981**	
Title/Responsibility	**Contact Name**	**Phone**	**Email**
Human Resources Manager-Signature Authority	Kyle Sullivan	509-737-3909	Kyle.sullivan@co.benton.wa.us
Program Specialist	Gloria Caldwell	509-737-3954	Gloria.caldwell@co.benton.wa.us
Financial Manager	Tammy McKeirnan	509-737-3914	Tammy.mckeirnan.co.benton.wa.us

Whereas, the aforementioned Parties desire to enter into this agreement in which they intend to work together towards the goals and objectives set forth;

And Whereas, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this partnership;

PURPOSE

The relationship under this agreement has been established in the spirit of collaboration to provide Isolation and Quarantine services to Covid-19 positive citizens of Benton and Franklin counties for the purpose of protecting the health of the public.

INDEPENDENT CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the District. The Contractor, employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the District by reason hereof, nor will the Contractor, his or her employees, or agent make any claim to right, privilege or benefit that would accrue to such officer or employee.

RESPONSIBILITIES OF THE PARTIES

The specific roles and responsibilities of each party are identified below as a starting point. it is recognized that the scope of work related to this agreement is a response effort to the Covid-19 pandemic and therefore a fluid situation. It is anticipated that the needs for the response effort could evolve or change rapidly and therefore each party is committed to working collaboratively to fulfill the joint mission. As the need may arise, specific details of support to be furnished by each of the participants may be developed by amendment to this Contract or separately from this agreement in a specific, mutually acceptable manner subject to the availability of funds and resources. It is the desire and wish of the Parties that this agreement allow the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance through means of the following individual services:

BENTON-FRANKLIN HEALTH DISTRICT shall provide the following services:

- Provide referrals to BCHS for individuals needing to utilize the Isolation and Quarantine facilities including duration of Isolation and Quarantine period in accordance with CDC guidance.
- Maintain 24 hour availability for emergencies
- Provide funding up to the contract maximum identified herein to support adequate isolation and quarantine facilities for the duration of this contract.

BENTON COUNTY HUMAN SERVICES shall provide the following services:

- Maintain an agreement with an appropriate facility to provide space for isolation and quarantine for citizens affected by COVID-19 that are unable to effectively comply with Isolation and/or quarantine requirements due to their living situation.
- Maintain the ability to provide wrap-around services for those persons occupying the isolation and quarantine facility, including daily meal service, transportation, and follow up with those occupying the facility.
- Provide weekly reporting of occupancy at the designated Isolation and Quarantine facility.
- Provide financial activity reports detailing expenditures for which reimbursement is requested
- Maintain additional financial backup documentation such as payroll and general ledgers to be available upon request
- Provide other reporting as requested
- Monthly invoices submitted to BFHD as outlined herein

TERM OF CONTRACT

The term of this Contract shall start on **January 1, 2022** and be in effect until **March 31, 2022** unless extended or terminated by written mutual agreement of both Parties.

AUDIT REQUIREMENT

A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CF R 200.501. If a single or program-specific audit is conducted for the funding of this agreement, Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.

FUNDING

The intended source of funding for this contract will be: Epidemiology and Laboratory for Infection Disease funds (CFDA #: 93.323) BARS Revenue Code: 333.93.32. Federal Award ID# NU50CK000515.

COMPENSATION AND METHOD OF PAYMENT

The maximum consideration for this contract is **$ 140,000.00**. BFHD will reimburse Contractor for satisfactory completion of the services and requirements specified in this Contract, payable upon receipt and approval of a signed invoice of actual allowable costs based on monthly invoices submitted by Benton County Human Services. Invoices shall be submitted by the **20th** of the following month by email, fax or mail to the BFHD Accountant and Contracts Manager listed on page one of this agreement.

Monthly invoices shall include agency name, employee name, dates, description of services and hours worked along with any relevant documentation to assist BFHD with validation of invoices to reimburse Human Services for operational labor support. Purchases of goods or services in excess of $1000.00 must also include copy of original invoice/receipt as well as proof of payment. Invoices should be signed as true and accurate costs for performing the identified services. Contractor to retain financial backup documentation such as payroll and general ledger records, and sub-Contractor records and provide upon request.

Final Invoice are due within 20 days of the end of the Contract. If final invoices and reports are not submitted within 20 days of the close of the Contract, the Health District will be relieved of all liability for payment to Contractor for the amounts set forth in said invoice or any subsequent invoice. In-kind services are not reimbursable expenses under this agreement.

ALLOWABLE COSTS

All expenditures incurred and reimbursements made for performance under this contract shall be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this contract. *Indirect costs are not allowable*. DOH has defined and approves the scope of work/service/products purchased with this funding to include:

- Provision of goods and/or services within normal business operations
- Provision of similar goods and/or services to many different customers
- Provision of goods and/or services that assist individuals/households in home isolation/quarantine

DEBARMENT AND SUSPENSION CERTIFICATON

This Contract is federally funded. Entities that are debarred, suspended, or proposed for debarment by the US Government are excluded from receiving federal funds. The following acts by individuals or entities may result in permissive exclusions. This list is not all-inclusive. For a complete list refer to section 1128A (b) of the Social Security Act:

a. License revocation or suspension
b. Fraud, kickbacks or other prohibited activities
c. Entities controlled by a sanctioned individual
d. Making false statements or misrepresentation of material

- **Background checks:** Contractor will ensure that all staff working in activities funded by this Contract have passed a Washington State Patrol background check upon hire and retain proof of such to be made available to District upon request.
- **System for Award Management (SAM) site registration:** Contractor shall acquire a Statewide Payee Number by registering at www.sam.gov .
- **DUNS number:** To comply with the Federal Funding Accountability and Transparency Act and be eligible to perform the activities in this Statement of Work, Contractor agrees to register for and provide the District with its DUNS number.

The Contractor, by signature of this agreement certifies that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to notify the District immediately by providing written notice if Contractor becomes debarred during the term of this agreement.

INTERNAL CONTROLS AND ACCOUNTING SYSTEM

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles in accordance with the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB) or both as applicable to the Contractors form of incorporation.

ETHICS CERTIFICAITON

Contractor certifies that they are now and shall remain, in compliance under Chapter 42.52RCW, Ethics in Public Service, throughout the term of this Contract.

DATA USE, OWNERSHIP AND DISCLOSURE

Information provided to BFHD by Contractor will be used for all necessary public health efforts as outlined in WAC 246-101. This could include sharing of Protected Health Information (PHI) as provided for by law for the purpose of protecting the health of the public as well as congregate data for public disclosures including publishing case counts. Any data, records or files taken off site in the course of Contractor personnel activities are to be returned to BFHD upon completion of task or upon termination of volunteer tenure with BFHD, whichever event occurs first.

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

MAINTENANCE OF RECORDS/EVALUATIONS AND INSPECTIONS

The Contractor will maintain accounts and records, including personnel, property, financial, contracts and other such records as deemed necessary to ensure proper accounting for all contract related expenditures billed against this contract.

Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statues, included but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.

HIPAA AND HITECH COMPLIANCE

To the extent applicable to this Agreement, Contractor agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and

164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". Contractor agrees not to use or disclose any Protected Health Information (PHI) (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Contractor will and will cause their personnel to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

CORRECTIVE ACTION

If BFHD determines that a breach of Contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services agreed to herein, and if BFHD deems said breach to warrant corrective action, the following sequential procedure will apply:

a. BFHD will notify the Contractor in writing of the nature of the breach;

   The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless BFHD specifies in writing and extension of time.

b. BFHD will notify the Contractor in writing of their determination as to the sufficiency of the Contractor's corrective action plan.

c. If the Contractor does not respond within the appropriate time with a corrective action plan, the Contractor's corrective action plan will be determined by BFHD to be insufficient, and the Health District may commence termination or suspension of this Contract as provided for herein.

d. In addition, BFHD may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until BFHD is satisfied that corrective action has been taken or completed.

DISPUTE RESOLUTION

The parties shall use their best efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute.

HOLD HARMLESS AND INDEMNIFICATION

a. In providing services under this contract, the Contractor is an Independent Contractor, and neither it nor its officers, agents, or employees are employees of BFHD for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a BFHD employee under state or local law.

   BFHD assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless BFHD, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or suppliers in connection with or support of the performance of this Contract.

b. The Contractor further agrees that it is financially responsible for and will repay BFHD all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure,

for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay BFHD shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Terms and Termination section.

c. The Contractor shall protect, defend, indemnify and save harmless BFHD, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, and of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects BFHD only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event BFHD incurs any judgement, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

d. BFHD shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgements, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of BFHD, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. BFHD agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, BFHD, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgement, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from BFHD.

e. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

f. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this Contract the following insurance coverage:

General Liability Coverage

General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and Contractual liability, with the following minimum limits: Each Occurrence- $1,000,000; General Aggregate - $2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Contract.

Business Auto Liability Insurance (BAL)

The Contractor shall maintain a Business Automobile Policy on all vehicles used in the performance of work under this Contract, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: $1,000,000 per accident combined single limit.

Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - $1,000,000; Aggregate - $2,000,000.

Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and Regulations under Title 51 RCW by the Contractor or its employees under such laws and Regulations.

Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

Evidence of Coverage

The Contractor shall submit to District documentation evidencing the insurance requirements of the Contractor before commencement of the work.

LIMITATION OF LIABILITY

BFHD and its local partners, including Benton County Human Services, are working together to provide Isolation and Quarantine measures for COVID-19 positive clients as a counter measure against the Covid-19 pandemic and is therefore covered under the PREP Act which provides immunity to covered persons for certain activities as defined in the PREP Act and delineated in the PREP ACT declaration issued by the Secretary of Health and Human Services.

ASSIGNMENT/SUBCONTRACT

Contractor may not assign or transfer any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder without the prior written consent of the District. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, or will such assignment affect any remedies available to the District that may arise from any breach of the provisions of this Contract.
Contractor agrees to include the following language verbatim in every subcontract for services which relate to the scope of work in this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless Benton-Franklin Health District (BFHD), its officers, employees and agents from any and all costs, claims, judgements, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.
Subcontractor expressly agrees and understands that BFHD is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph".

NONDISCRIMINATION

Contractor shall not discriminate against anyone in providing services under this Agreement on the grounds of race, color, sexual orientation, gender identity, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans' status, or the present of any sensory, mental or physical disability.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Contract in accordance with the provisions of the law and regulations that govern their activities. Nothing in the agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Contract.
If at any time either party is unable to perform their duties or responsibilities under this Contract consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

CHANGES OR MODIFICATIONS

The District may, at any time, by written notification to Contractor, make changes within the general scope of the services to be performed under this Agreement. Both parties shall execute a Contract amendment reflecting such change and an equitable adjustment of cost, period of performance or both will be made if required by the changes.

CONTRACT SUSPENSION

- **For Investigation:** In the event Contractor or any of its partners, employees, officers is investigated by a local, county, state or federal agency for a matter which the District feels may adversely affect the delivery of services under this Contract, the District may, without notice suspend the delivery of services or disallow the person(s) involved in the allegation from providing services pending final resolution of the investigation.
- **For Suspension of Funding and work:** Because the District receives both state and federal funds occasionally the District's funding source may enact a Contract suspension due to sequestration, loss of budget appropriation, or other causes. When this occurs, the District may exercise its right to suspend this Contract until the District's funding has resumed and approval to continue work has been received. At that time, the District will notify the Contractor that they may resume work. All notice to suspend or reinstate work will be in writing. Any expenses incurred during the suspension of this Contract may not be reimbursed later unless it is specifically approved at the time the Contract is reinstated.

TERMINATION OF AGREEMENT

- **For Convenience:** This Contract may be terminated by either party for convenience with 14 days written notice. If this Contract is so terminated, the parties are only liable for performance rendered or costs incurred in accordance with this Contract prior to the effective date of termination.
- **By Mutual Agreement:** This Contract may be terminated at any time by mutual agreement of both parties.
- **Termination for Default:** In the event the District determines the Contractor has failed to comply with the terms and conditions of this Contract, the District has the right to suspend or terminate this Contract. District shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within ten (10) Business Days, this Contract may be terminated. District reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the District to terminate this Contract.

- **For Non-Allocation of Funds:** The District's ability to make payments is contingent on the availability of its various funding sources. In the event funding from state, federal, or other funding sources is withdrawn, reduced, limited or suspended during the course of this Contract, the District at its sole discretion may elect to terminate this agreement in whole or in part or to renegotiate this Contract subject to new funding limitations or conditions.

GOVERNING LAW
This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

SEVERABILITY
If any term or condition of this Contract is held invalid by any court, the reminder of this Contract remains valid and in full force and effect.

ENTIRE AGREEMENT
This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties.

AMENDMENTS
Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

NOTICE
Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person, by email, or certified mail, return receipt requested to Contracts Manager with a copy to the District Administrator at the addresses set forth on page one (1) of this Contract.

AUTHORIZATION AND EXECUTION
By signature of this agreement, both parties agree to adhere to the terms and conditions set forth herein.

BENTON-FRANKLIN HEALTH DISTRICT		**BENTON COUNTY HUMAN SERVICES**	
Jason Zaccaria 12/6/21			
Jason Zaccaria – Administrator	Date	Kyle Sullivan – Manager	Date

- **For Non-Allocation of Funds:** The District's ability to make payments is contingent on the availability of its various funding sources. In the event funding from state, federal, or other funding sources is withdrawn, reduced, limited or suspended during the course of this Contract, the District at its sole discretion may elect to terminate this agreement in whole or in part or to renegotiate this Contract subject to new funding limitations or conditions.

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BENTON-FRANKLIN HEALTH DISTRICT		**BENTON COUNTY HUMAN SERVICES**	
Jason Zaccaria – Administrator	Date	Kyle Sullivan – Manager	12/2/21 Date

GRANT NUMBER: COMMUNITY SERVICES

BENTON-FRANKLIN HEALTH DISTRICT FOR ISOLATION AND QUARANTINE SERVICES DUE TO COVID-19

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

For Benton County:	**Attest:**
Chair Date	Clerk of the Board
Approved as to content:	**Approved as to form:**
Dept. of Human Services	Benton Co Prosecutor's Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Execute Agreement #21/22-DD-MRJN-00 with MRJN Associates, LLC
Presenter:	
Prepared By:	Mari Clark, DHS
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The purpose of Agreement #21/22-DD-MRJN-00 is to re-contract with MRJN Associates, LLC to continue to provide employment services to individuals with intellectual/developmental disabilities in our community.

Exhibit C has been removed for recording due to personal information.

Fiscal Impact

Amount: Fee-for-Service

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

Recommendation

- Sign the Resolution to accept the proposed Agreement #21/22-DD-MRJN-00
- Execute the proposed Agreement #21/22-DD-MRJN-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF AGREEMENT #21/22-DD-MRJN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND MRJN ASSOCIATES, LLC

WHEREAS, this Agreement #21/22-DD-MRJN-00 serves to provide employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, Benton County Department of Human Services would like to re-contract with MRJN Associates, LLC for a term commencing on October 1, 2021 and expiring on June 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement #21/22-DD-MRJN-00; 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 #21/22-DD-MRJN-00 with MRJN Associates, LLC to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service in accordance with Exhibit B; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2021 and shall expire on June 30, 2022.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M.Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #21/22-DD-MRJN-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **MRJN Associates LLC**, a Washington State For-Profit Corporation, with its principal offices at 1841 Gap Road, Granger, WA 98932. (hereinafter "Contractor").

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

Contractor Contact Information:
Rose Almanza, Senior Officer
MRJN Associates, LLC
1841 Gap Road
Granger, WA 98932
Phone: 509.439.9660 / Fax:
E-Mail: almanzar@mrjnassociate.org

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

Agreement Start Date ..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... 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 end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

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

For the Contractor:

Rose A Almanza Title: Senior Officer Date: 9/27/21

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

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

(7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.

(8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

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

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

(11) **RCW** means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://apps.leg.wa.gov/rcw/.

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

(15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

(20) **WAC** means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://apps.leg.wa.gov/wac/.

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

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

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

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

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

d. **Audit Requirement:**

(1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

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

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

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

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

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

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

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

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

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees or agents.

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

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

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the Counties' employees.

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

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

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

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

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

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

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

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

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

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

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

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

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

p. **Notices:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

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

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the Contractor understands that to the extent a proper request is made, the Counties may be required by virtue of that Act to disclose any records actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. The Contractor also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **Litigation Hold Notice:** In the event the Counties learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the Counties is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

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

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

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

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

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

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

Special Terms and Conditions

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

a. "Acuity Level" means the level of an individual's abilities and needs as determined through the ODA assessment.

b. "AWA" means ALTSA Web Access.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. "BARS" means Budget and Accounting Reporting System.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI": services are individualized services provided in typical integrated community settings. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in

their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals age 62 and older. These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(3) "Individual Supported Employment" or "IE": services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(4) "Individualized Technical Assistance" or "ITA": services are a part of an individual's pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(5) "Group Supported Employment" or "GSE": services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "CRM" means the ODA Case Resource Manager.

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

l. "DOA" means the Developmental Disabilities Administration within DSHS.

m. "DOA Region" means the ODA Regional office.

n. "DVR" means the Division of Vocational Rehabilitation.

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for individual employment; and student obtains a competitive integrated job within a specific time frames. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "HCBS" means the Medicaid Home and Community Based Services.

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next step for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours until student moves to Job Development phase of employment activities.

s. "PASRR" means Preadmission Screening and Resident Review.

t. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, *Employment/Day Program Provider Qualifications,* County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

v. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

w. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

x. "Contractor" is the service provider contracted by the County to provide services.

2. **Purpose:** This Program Agreement is entered into between DDA and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. **Client Eligibility:** Client eligibility and service referral are the responsibility of ODA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without authorization are not reimbursable under this Program Agreement.

4. **Credentials and Minimum Requirements:**

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

d. Fiscal Responsibility: The Contractor must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The S will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing, change or absences occur.

f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), Contractor, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the applicationelects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults asdefined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU)must be utilized to obtain background clearance.

g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications.***

I. Home and Community Based Waiver Services Assignment of Medlcaid Billing Rights: The Contractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. Reporting Abuse and Neglect: The Contractor who are mandated reportersunder RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

k. Contractors who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per ODA Policy 5.13, *Protection from Abuse: Mandatory Reporting,* if:

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

(2) If they have reason to suspect that sexual or physical assault of such a person has occurred,

they shall also immediately report to the appropriate law enforcement agency.

m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

n. Order of Precedence: In the event of any inconsistency in this Program Agreement and any attached exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

(1) County Program Agreement;

(2) Attached Exhibits.

5. **Duty to Disclose:** Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The Contractor is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the County to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is achange in the staff holding these management positions [42 CFR 455.104 (c)(1)]. Exhibit C

6. **Statement of Work:** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DOA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) ODA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) ODA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) ODA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DOA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval. Contractor will request Technical Assistance through the County.

f. The County will pass on all applicable contractual requirements that are between DOA and the County to the Contractor. The County shall immediately notify the DOA Region of the County's intent to terminate a Contractor who is serving a DOA referral. Individuals or agencies contracted with a County or DOA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DOA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DOA PCSP. Service changes will not occur until the Client has received proper notification from DOA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. Contractor will ensure the form is appropriately marked either "Initial Plan" or "Annual Plan".

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, their CRM, guardian, County and others as appropriate. The report will summarize the **progress** made towards the Client's individualized goals. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. The Contractor will ensure that the form is marked as the "6-month Progress Report".

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her ODA Case Manager. The DOA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee ODA Client's date of hire. At the end of the six month period, if the ODA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DOA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and ODA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to ODA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DOA upon request.

n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinateservices.

o. The Contractor shall participate in regularly scheduled meetings between County DD staff and County Contractors to remain updated and current.

p. Assure the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Contractor will correct and resubmit the data within the time given by the County.

q. Employment Outcome Payment. - Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider ODA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the ODA. The DOA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DOA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DOA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Fee Schedule **Exhibit B:**

(1) Hourly rates are set forth in Exhibit B. The Contractor will not be reimbursed at a higher rate than what is identified in Exhibit B. If needed, due to budget limitations, the Fee Schedule can be modified by the County when needed. The Contractor will be notified and an amendment will be issued for the new rates.

8. Billing and Payment:

a. Program Agreement Budget: County shall pay the Contractor all allowable costs, which are defined by ODA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

(c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(d) Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(f) Group Supported Employment services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that ODA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DOA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with ODA is incorporated by reference. The Contractor assures that it has reviewed the Access Agreement. The agreement covers DRWs access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DD/A contracted services.

11. **Confidential Information.** Contractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

12. **Data Security Requirements.** Exhibit A shall only apply to the Contractor if the Contractor possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

Exhibit A - Data Security Requirements

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. "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. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "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 iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

   e. "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 128 bits (256 preferred) 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.

   f. "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.

   g. "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.

   h. "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.

   i. "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.

j. "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.

k. "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.

l. "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.

m. "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/ffa/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 Contractor 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 Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor 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, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

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 Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's 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 Contractor's 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 Contractor 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 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.

(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 withDSHS Confidential Information must be under the physical control of Contractor 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 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 stillexists 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 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 below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor 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 followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b)The Data will be Encrypted while within the Contractor 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 Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor'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 toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), 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 Contractor 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 category 4 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

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

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(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	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	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 the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor 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 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. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	$5.50
Lunch:	$7.00
Dinner	$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

Benton County
Department of Human Services
FEE FOR SERVICES SCHEDULE
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Relevant medical conditions (if applicable)

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"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Approving an Equipment/Product Change Amendment for the Corrections Department from Ricoh USA, Inc.
Presenter:	
Prepared By:	Robert Heard
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

On August 3, 2021, the Board signed Resolution 2021-584 authorizing a lease agreement between the County and Ricoh USA, Inc for three IM C530FB copiers for the Corrections Department. Upon arrival, one of the IM C530FB copiers included in Lease Agreement, Resolution 2021-584 was defective. Ricoh USA, Inc, has presented the attached Equipment/Product Change Amendment to remove the defective copier and replace it with a new IM C530FB copier at no cost to the County. Amendment has been approved to form by the Prosecuting Attorney's Civil Division. Ricoh USA, Inc. is an authorized vendor under Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #140602.

Fiscal Impact

Amount: **No Cost.**

Fund: **N/A**

Recommendation

Information Technology recommends that the Board approves a Ricoh USA, Inc Equipment/Product Change Amendment authorizing the Chairman Pro-Tem to sign the Amendment.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN EQUIPMENT/PRODUCT CHANGE AMENDMENT FOR THE CORRECTIONS DEPARTMENT FROM RICOH USA, INC.

WHEREAS, on August 3, 2021, the Board signed Lease Agreement, Resolution 2021-584 authorizing a lease agreement between Benton County and Ricoh USA, Inc. for three IM C530FB copiers for the Corrections Department; and

WHEREAS, upon shipment, one of the three Ricoh IM C530FB copiers was determined to be defective and unusable; and

WHEREAS, Ricoh USA, Inc. has provided Benton County with an Equipment/Product Change Amendment to remove the defective copier and replace it with a new IM C530FB copier at no cost to the County; 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 approving the Ricoh USA, Inc. Equipment/Product Change Amendment to remove and replace one Ricoh IM C530FB copier; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with Information Technology's recommendation and hereby authorizes the Chairman Pro-Tem to sign the Equipment/Product Change Amendment between Benton County and Ricoh USA, Inc.

Dated this 14 day of December , 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

Prepared by: R Heard

RICOH

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

Equipment/Product Change Amendment

This EQUIPMENT/PRODUCT CHANGE AMENDMENT (this "Amendment"), dated as of the 16 day of September, 20 21, is to that certain agreement/product schedule no. 1138733 - 3790782 (the "Agreement"), between Ricoh USA, Inc. or, if applicable, the party identified below ("we" or us") and Benton, County of as customer ("Customer" or "you"). Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

Equipment/Product Change:

ADD:

Qty	Make/Model	Serial #
1	Ricoh IMC530FB	

REMOVE:

Qty	Make/Model	Serial #
1	Ricoh IMC530FB	4201X200011

☒ **No Change to Minimum Periodic Payment**

or

☐ **Minimum Periodic Payment Change (not including taxes)** *[first 90 days of Agreement only]*: If equipment/product is deleted above in connection with the replacement of such equipment/product with equipment/product added above, then the minimum periodic payment required under the Agreement, as specified below, will take effect on the delivery and acceptance date of the replacement equipment/product. Otherwise, the minimum periodic payment required under the Agreement, as specified below, will take effect on the first scheduled payment due date after our acceptance of this Amendment.

	Minimum Periodic Payment (Without Tax)
From	$
To	$

Additional Provision: You are applying to us to amend the Agreement as described above. The modifications set forth in this Amendment are on a "co-terminus" basis to the above Agreement (that is, the term for the equipment/product added by this Amendment will expire on the same date as the term of the Agreement for the original equipment/product).

CUSTOMER

X _____ December 14, 2021
Authorized Signature Date

Shon Small Chairman Pro-Tem
Print Authorized Signer Name Title

_____
Authorized Signature Date

_____
Print Authorized Signer Name Title

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

Robert Heard

From: Eric Andrews
Sent: Wednesday, November 24, 2021 9:16 AM
To: Robert Heard
Subject: RE: Eq Product Change Amend trps 01.13 (002).pdf

I approve as to form.

R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

From: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Tuesday, November 23, 2021 3:26 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: FW: Eq Product Change Amend trps 01.13 (002).pdf

Eric,
It was nice to see you today. You look great to me!

I know you are playing catch up. Attached is an amendment that needs to be signed by the Board. Your review will be greatly appreciated.

Thanks,
Robert

From: Robert Heard
Sent: Friday, November 12, 2021 2:28 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: Eq Product Change Amend trps 01.13 (002).pdf

Eric, when you get back, will you review the Ricoh Equipment/Product Amendment so the County can replace a copier that has been found dead on arrival. In order to get it replaced, Ricoh requires the County to sign an amendment.

Thanks man! Have a great weekend. No rush, I have all next week to turn it in.

Robert

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	In the matter of approving a website work order quote from Municipal One, LLC to add Judicial Services section to Benton County's website.
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 / B,ackground Information

Benton County has been under contract with Tower Innovations, MunicipalCMS, now Municipal One, LLC since November of 2008, per Resolution 08-918. On May 18, 2021, per Resolution 2021-395 the Board approved a Benton County website redesign from Municipal One that included ADA improvements, improved icons and graphics, enhanced search engine, updated admin system tools, emergency site-wide banners, friendly URL management, Blogs, and video hosting.

For years Superior Court Administration has been maintaining a separate website that occasionally requires IT support. With the recent website redesign, IT approached Superior Court Administration to see if they would move their current judicial website content to the county's website. After some review, IT and Superior Court Administration worked with Municipal One to create a website work order quote where Municipal One would perform the duties necessary to move Superior Courts information to Benton County's website. In addition, this work will benefit all Benton County court services as the initial webpage will show a Judicial Services section that will send the public to a centralized judicial branch directory where Superior Court, District Court, and other court related information will be housed.

Fiscal Impact

Amount: **$9,200 excluding WSST.**

Fund: **Approved Superior Court Administration 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve a website work order quote from Municipal One, LLC. to add a Judicial Services section to Benton County's website.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A WEBSITE WORK ORDER QUOTE FROM MUNICIPAL ONE, LLC TO ADD JUDICIAL SERVICES SECTION TO BENTON COUNTY'S WEBSITE

WHEREAS, Benton County has been under contract with Tower Innovations, MunicipalCMS, now Municipal One, LLC since November 2008, per Resolution 08-918; and

WHEREAS, on May 18, 2021, the Board approved Resolution 2021-395 that authorized a Benton County website redesign that included ADA improvements, improved icons and graphics, enhanced search engine, updated admin system tools, emergency site-wide banners, friendly URL management, blogs, and video hosting by Municipal One, LLC; and

WHEREAS, after the website redesign, Superior Court Administration asked Information Technology to create a Municipal One, LLC work order quote that would move Superior Court Administration and Superior Court Judicial Officer content from Superior Court Administration's own website to Benton County's website; and

WHEREAS, Municipal One, LLC will create a new Judicial Services section on Benton County's website improving public access to all county judicial branch services; and

WHEREAS, Information Technology recommends Municipal One, LLC work order quote to add Judicial Services Section to Benton County's website improving the public access to judicial branch services and information; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation approving a Website Work Order Quote from Municipal One and authorizes a one-time payment in an amount not to exceed $9,200 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Chairman Pro-Tem of the Board is approved to sign Municipal One's Website Work Order Quote for Benton County, Washington.

Dated this 14 day of December , 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, SC Admin

Prepared by: R Heard

MunicipalOne

Website Work Order Quote

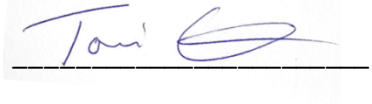
CLIENT: Benton County Washington 620 Market Street Prosser, WA 99350 CONTACT: Alex Garcia Assistant Manager - IT 509-786-5603 Alex.Garcia@co.benton.wa.us	Municipal One, LLC 19570 County Line Road Smithville, MO 64089 816-207-2110 sales@municipalone.com

Superior Court Administration Website Migration $9,200.00

- Addition of "Judicial Services" section to the existing Benton County website
- Migration of up to 100 pages of content from the existing Superior Court website
  Initial content will be set up and formatted by Municipal One staff (unlimited page creation by client)
- Importing of up to 175 PDF documents from the existing Superior Court website (additional document uploads and updates to be performed by client)
- Setup modules for Superior Court including news, calendar, documents, images, FAQs, staff, etc.
- Quality assurance testing on newly migrated content

Total Amount Due at Contract Signing	**$9,200.00**

*Content migration work will be completed within 90 days of client providing all necessary content and approvals.

Agreed To By:	CLIENT	MUNICIPAL ONE
Signature of Authorized Person:	_____	
Name of Authorized Person:	_____	Toni Oesterle
Title of Authorized Person:	_____	Director of Client Services
Date:	_____	11/22/2021

This quote is valid through January 15, 2022

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Approving the purchase of two OptiPlex 5080 Micros or comparable model pcs, four 24-inch monitors, and two Mobile Precision 3561 or comparable model laptops for the Human Services Department from Dell, Inc.
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

Human Services has requested to purchase two pcs, four monitors, and two laptops for their department. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

PC and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$7,600 excluding WSST.**

Fund: **Approved Human Services 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of two Dell OptiPlex 5080 Micros or comparable model pcs, four Dell 24-inch monitors, and two Dell Mobile Precision or comparable model laptops in an amount not to exceed $7,600 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF TWO DELL OPTIPLEX 5080 MICRO OR COMPARABLE MODEL PCS, FOUR DELL 24-INCH MONITORS, AND TWO DELL MOBILE PRECISION OR COMPARABLE MODEL LAPTOPS FOR THE HUMAN SERVICES DEPARTMENT FROM DELL INC.

WHEREAS, the Human Services Department has made a request to purchase two new pcs, four monitors, and two laptops for their department; and

WHEREAS, Information Technology recommends purchasing two Dell OptiPlex 5080 or comparable model pcs, four Dell 24-inch monitors, and two Dell Mobile Precision or comparable model laptops from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of two Dell OptiPlex 5080 or comparable model pcs, four Dell 24-inch monitors, and two Dell Mobile Precision or comparable model laptops for the Human Services Department in an amount not to exceed $7,600 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Human Services Department funds; and

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

Dated this 14 day of December , 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, Human Services

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000106245887.1**	Sales Rep	Charles Anglin
Total	**$7,500.49**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Nov. 24, 2021	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Dec. 16, 2021		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3561	**$1,946.69**	**2**	**$3,893.38**
Dell 24 Monitor - P2419H	**$265.33**	**4**	**$1,061.32**
OptiPlex 5090 Micro	**$975.93**	**2**	**$1,951.86**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$6,906.56**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$6,906.56**
Estimated Tax:	**$593.93**
Total:	**$7,500.49**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 3561	**$1,946.69**	**2**	**$3,893.38**

Estimated delivery if purchased today:
Dec. 20, 2021
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3561 CTO	210-AYUO	-	2	-
Intel Core i7-11850H (8 Core, 24 MB Cache, 2.50 GHz to 4.80 GHz, 45w, vPro)	379-BELU	-	2	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Intel Core i7-11850H vPro with NVIDIA T600 4 GB graphics	329-BFLY	-	2	-
NVIDIA T600 4 GB GDDR6	490-BGLX	-	2	-
15.6"FHD, 16x9, 1920x1080,250 nit,WVA,45% NTSC,60Hz, Non-Touch, IR Camera and Mic, WLAN&WWAN capable	391-BFXL	-	2	-
16 GB, 1 x 16 GB, DDR4, 3200Mhz Non-ECC, SODIMM	370-AFXW	-	2	-
M.2 2230 256 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BIIB	-	2	-
SSD Bracket/Holder, 2230 M.2 PCIe	575-BCHQ	-	2	-
No Additional Hard Drive	401-AAGM	-	2	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	2	-
Single Pointing, NFC + Smart Card + Finger Print Reader	346-BHIT	-	2	-
Intel Wi-Fi 6 AX201 Wireless Card with Bluetooth 5.2	555-BGGX	-	2	-
No Mobile Broadband Card	556-BBCD	-	2	-
6 Cell 97Whr Battery	451-BCUP	-	2	-
Cable for 6 cell battery	470-AETC	-	2	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	2	-
No Out-of-Band Systems Management - vPro Disabled	631-ACWD	-	2	-
Resource Media not Included	430-XYGV	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
No AutoPilot	340-CKSZ	-	2	-
E5 US Power Cord	450-AAEJ	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
No Mouse	570-AADK	-	2	-
Wireless Intel AX201 WLAN Driver	555-BGOO	-	2	-
US Order	332-1286	-	2	-

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No UPC Label	389-BCGW	-	2	-
Packaging for 130W Adapter and NVIDIA Graphics	340-CWLH	-	2	-
Custom Configuration	817-BBBB	-	2	-
11th Gen Intel Core i7 non-vPro label	340-CUEQ	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Optimizer for Precision	640-BBSC	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell Power Manager	658-BDVK	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Bottom cover	354-BBDY	-	2	-
Quick Setup Guide for Mobile Precision 3561	340-CVHY	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
No HD/SSD Filler	750-ABLD	-	2	-
No RAID	780-BBFE	-	2	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	997-1079	-	2	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	2	-
BTO Standard Shipment (VS)	800-BBGU	-	2	-
			Quantity	**Subtotal**
Dell 24 Monitor - P2419H		**$265.33**	**4**	**$1,061.32**

Estimated delivery if purchased today:
Jan. 12, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Dell 24 Monitor - P2419H	210-AQDX	-	4	-
Dell Limited Hardware Warranty	814-5380	-	4	-
Advanced Exchange Service, 4 Years	814-5382	-	4	-
			Quantity	**Subtotal**
OptiPlex 5090 Micro		**$975.93**	**2**	**$1,951.86**

Estimated delivery if purchased today:
Dec. 06, 2021
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
OptiPlex 5090 Micro BTX	210-AYRV	-	2	-
10th Generation Intel Core i7-10700T (8-Core, 16MB Cache, 2.0GHz to 4.5GHz, 35W)	338-BVDG	-	2	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
16GB (1x16GB) DDR4 non ECC memory	370-AFWB	-	2	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BLOQ	-	2	-
Thermal Pad	412-AALV	-	2	-

M2X3.5 Screw for SSD/DDPE	773-BBBC	-	2	-
No Additional Hard Drive	401-AANH	-	2	-
OptiPlex 5090 Micro with 90W up to 87% efficient adaptor	329-BFHR	-	2	-
130 Watt AC Adapter	450-AHYZ	-	2	-
Power Cord	450-AAZN	-	2	-
Internal Wireless Antennas	555-BFPV	-	2	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BGNB	-	2	-
Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.2	555-BGPR	-	2	-
No Stand Option	575-BBBI	-	2	-
No Additional Cable Requested	379-BBCY	-	2	-
No PCIe add-in card	492-BBFF	-	2	-
Dell KB216 Wired Keyboard English	580-ADJC	-	2	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	2	-
No Cable Cover	325-BCZQ	-	2	-
Not selected in this configuration	817-BBBC	-	2	-
SupportAssist	525-BBCL	-	2	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	2	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	2	-
Waves Maxx Audio	658-BBRB	-	2	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	2	-
Dell Optimizer	658-BEQP	-	2	-
Windows PKID Label	658-BFDQ	-	2	-
OS-Windows Media Not Included	620-AALW	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	2	-
Dell Watchdog Timer	379-BEKK	-	2	-
Quick Setup Guide 5090 MFF	340-CVFS	-	2	-
US Order	332-1286	-	2	-
Print on Demand Label	389-BDQH	-	2	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	2	-
Ship Material for OptiPlex Micro Form Factor	340-CQYN	-	2	-
Shipping Label	389-BBUU	-	2	-
Regulatory Label for OptiPlex 5090 MFF 130W	389-DZDG	-	2	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	2	-
Desktop BTS/BTP Shipment	800-BBIP	-	2	-
No Anti-Virus Software	650-AAAM	-	2	-
Fixed Hardware Configuration	998-EWFP	-	2	-
Speaker for OptiPlex MFF	520-AARC	-	2	-
Intel Standard Manageability	631-ACYB	-	2	-
No Option Included	340-ACQQ	-	2	-

No AutoPilot	340-CKSZ	-	2	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	2	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	2	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	804-9046	-	2	-

Subtotal:	**$6,906.56**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$593.93**
Total:	**$7,500.49**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Approving the purchase of One Mobile Precision 3561 Micros or comparable model pc, one Thunderbolt dock, and two 24-inch monitors for the Prosecuting Attorney Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

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

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

Summary / Background Information

The Prosecuting Attorney's Department has requested to purchase one laptop, one dock, and two monitors for their department. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Laptop, dock, and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$3,200 excluding WSST.**

Fund: **Approved Prosecuting Attorney 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision laptop or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors in an amount not to exceed $3,200 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE MOBILE PRECISION OR COMPARABLE MODEL LAPTOP, ONE THUNDERBOLT DOCK, AND TWO 24-INCH MONITORS FOR THE PROSECUTING ATTORNEY'S DEPARTMENT FROM DELL INC.

WHEREAS, the Prosecuting Attorney's Department has made a request to purchase one laptop, one dock, and two monitors for their department; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors, and from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Mobile Precision or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors for the Prosecuting Attorney's Department in an amount not to exceed $3,200 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Prosecuting Attorney Department funds; and

BE IT FURTHER RESOLVED, newly purchased laptop and docking station will be enrolled into Central Services Replacement Fund (0132101).

Dated this 14 day of December , 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, Prosecuting Attorney

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000104763205.1**	Sales Rep	Charles Anglin
Total	**$3,193.94**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Nov. 08, 2021	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Dec. 08, 2021		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3561	**$2,117.72**	**1**	**$2,117.72**
Dell Thunderbolt Dock- WD19TBS	**$292.63**	**1**	**$292.63**
Dell 24 Monitor - P2419H	**$265.33**	**2**	**$530.66**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$2,941.01**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$2,941.01**
Estimated Tax:	**$252.93**
Total:	**$3,193.94**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 3561 Estimated delivery if purchased today: Dec. 09, 2021 Contract # C000000010849 Customer Agreement # NASPO MNWNC-108/05815-003	**$2,117.72**	**1**	**$2,117.72**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3561 CTO	210-AYUO	-	1	-
Intel Core i7-11850H (8 Core, 24 MB Cache, 2.50 GHz to 4.80 GHz, 45w, vPro)	379-BELU	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-11850H vPro with NVIDIA T600 4 GB graphics	329-BFLY	-	1	-
NVIDIA T600 4 GB GDDR6	490-BGLX	-	1	-
15.6"FHD, 16x9, 1920x1080,250 nit,WVA,45% NTSC,60Hz, Non-Touch, IR Camera and Mic, WLAN&WWAN capable	391-BFXL	-	1	-
16 GB, 1 x 16 GB, DDR4, 3200Mhz Non-ECC, SODIMM	370-AFXW	-	1	-
M.2 2230 256 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BIIB	-	1	-
SSD Bracket/Holder, 2230 M.2 PCIe	575-BCHQ	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, NFC + Smart Card + Finger Print Reader	346-BHIT	-	1	-
Intel Wi-Fi 6 AX201 Wireless Card with Bluetooth 5.2	555-BGGX	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
6 Cell 97Whr Battery	451-BCUP	-	1	-
Cable for 6 cell battery	470-AETC	-	1	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	1	-
No Out-of-Band Systems Management - vPro Disabled	631-ACWD	-	1	-
Resource Media not Included	430-XYGV	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX201 WLAN Driver	555-BGOO	-	1	-
E5 US Power Cord	450-AAEJ	-	1	-
Packaging for 130W Adapter and NVIDIA Graphics	340-CWLH	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide for Mobile Precision 3561	340-CVHY	-	1	-
No UPC Label	389-BCGW	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
No HD/SSD Filler	750-ABLD	-	1	-
US Order	332-1286	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
11th Gen Intel Core i7 non-vPro label	340-CUEQ	-	1	-
No Mouse	570-AADK	-	1	-
Bottom cover	354-BBDY	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
BTO Standard Shipment (VS)	800-BBGU	-	1	-

		Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	**$292.63**	**1**	**$292.63**

Estimated delivery if purchased today:
Jan. 05, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	210-AZBI	-	1	-
Advanced Exchange Service, 4 Years	824-3985	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-

		Quantity	Subtotal
Dell 24 Monitor - P2419H	**$265.33**	**2**	**$530.66**

Estimated delivery if purchased today:
Jan. 17, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 4 Years	814-5382	-	2	-

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Subtotal:	**$2,941.01**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$252.93**
Total:	**$3,193.94**

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Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Approving the purchase of One Mobile Precision 3561 Micros or comparable model pc, one Thunderbolt dock, and two 24-inch monitors for the Sheriff's Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

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

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

Summary / Background Information

The Sheriff's Department has requested to purchase one laptop, one dock, and two monitors for their department. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Laptop, dock, and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$3,200 excluding WSST.**

Fund: **Approved 2021-2022 Sheriff or Public Safety Tax budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision laptop or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors in an amount not to exceed $3,200 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE MOBILE PRECISION OR COMPARABLE MODEL LAPTOP, ONE THUNDERBOLT DOCK, AND TWO 24-INCH MONITORS FOR THE SHERIFF'S DEPARTMENT FROM DELL INC.

WHEREAS, the Sheriff's Department has made a request to purchase one laptop, one dock, and two monitors for their department; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors, and from Dell Inc.; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Mobile Precision or comparable model laptop, one Thunderbolt dock, and two 24-inch monitors for the Sheriff's Department in an amount not to exceed $3,200 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Sheriff Department and or Public Safety Tax funds; and

BE IT FURTHER RESOLVED, newly purchased laptop and docking station will be enrolled into Central Services Replacement Fund (0132101).

Dated this 14 day of December , 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, Sheriff

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000104763205.1**	Sales Rep	Charles Anglin
Total	**$3,193.94**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Nov. 08, 2021	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Dec. 08, 2021		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Deal ID	19472910		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3561	**$2,117.72**	**1**	**$2,117.72**
Dell Thunderbolt Dock- WD19TBS	**$292.63**	**1**	**$292.63**
Dell 24 Monitor - P2419H	**$265.33**	**2**	**$530.66**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$2,941.01**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$2,941.01**
Estimated Tax:	**$252.93**
Total:	**$3,193.94**

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Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 786-5603

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 3561 Estimated delivery if purchased today: Dec. 09, 2021 Contract # C000000010849 Customer Agreement # NASPO MNWNC-108/05815-003	**$2,117.72**	**1**	**$2,117.72**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3561 CTO	210-AYUO	-	1	-
Intel Core i7-11850H (8 Core, 24 MB Cache, 2.50 GHz to 4.80 GHz, 45w, vPro)	379-BELU	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-11850H vPro with NVIDIA T600 4 GB graphics	329-BFLY	-	1	-
NVIDIA T600 4 GB GDDR6	490-BGLX	-	1	-
15.6"FHD, 16x9, 1920x1080,250 nit,WVA,45% NTSC,60Hz, Non-Touch, IR Camera and Mic, WLAN&WWAN capable	391-BFXL	-	1	-
16 GB, 1 x 16 GB, DDR4, 3200Mhz Non-ECC, SODIMM	370-AFXW	-	1	-
M.2 2230 256 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BIIB	-	1	-
SSD Bracket/Holder, 2230 M.2 PCIe	575-BCHQ	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, NFC + Smart Card + Finger Print Reader	346-BHIT	-	1	-
Intel Wi-Fi 6 AX201 Wireless Card with Bluetooth 5.2	555-BGGX	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
6 Cell 97Whr Battery	451-BCUP	-	1	-
Cable for 6 cell battery	470-AETC	-	1	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	1	-
No Out-of-Band Systems Management - vPro Disabled	631-ACWD	-	1	-
Resource Media not Included	430-XYGV	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
No AutoPilot	340-CKSZ	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX201 WLAN Driver	555-BGOO	-	1	-
E5 US Power Cord	450-AAEJ	-	1	-
Packaging for 130W Adapter and NVIDIA Graphics	340-CWLH	-	1	-

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SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Quick Setup Guide for Mobile Precision 3561	340-CVHY	-	1	-
No UPC Label	389-BCGW	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
No HD/SSD Filler	750-ABLD	-	1	-
US Order	332-1286	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
11th Gen Intel Core i7 non-vPro label	340-CUEQ	-	1	-
No Mouse	570-AADK	-	1	-
Bottom cover	354-BBDY	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
BTO Standard Shipment (VS)	800-BBGU	-	1	-

		Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	**$292.63**	**1**	**$292.63**

Estimated delivery if purchased today:
Jan. 05, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	210-AZBI	-	1	-
Advanced Exchange Service, 4 Years	824-3985	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-

		Quantity	Subtotal
Dell 24 Monitor - P2419H	**$265.33**	**2**	**$530.66**

Estimated delivery if purchased today:
Jan. 17, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 4 Years	814-5382	-	2	-

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Subtotal:	**$2,941.01**
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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 12/07/21 BC 12/14/21
Subject:	Resolution approving Franklin Counties Flat Monthly Payment for the 2022 Juvenile Budget
Presenter:	N/A
Prepared By:	Crystal Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

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

Summary / Background Information

The 2022 Juvenile Center Operations and Facilities Budget was submitted in the amount of $5,961,195. Based upon the juvenile population per the Office of Financial Management data tables, Franklin County is responsible for 35.98% of the Operations Budget or $2,078,828. Franklin Coutny is resposnibile for 28% of the Facilities Budget or $51,370. Franklin County is responsible for a 5% administrative fee of actual expenditures on the Operations and Facilities Budget. To maintain adequate cash flow, Franklin County is responsible for 5% of their portion ($795,097) of the contract fee for services department and the grant reimbursement department budget, which equates to $39,755.

Starting January 1, 2022, Franklin County is responsible for flat monthly payments in the amount of $180,829.

Fiscal Impact

Starting January 1, 2022, Franklin County is responsible for flat monthly payments in the amount of $180,829.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Resolution for flat monthly payments by Franklin County.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO._____

FRANKLIN COUNTY RESOLUTION NO._____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

IN THE MATTER OF ADOPTING FRANKLIN COUNTY FLAT MONTHLY PAYMENTS FOR THE 2022 BENTON FRANKLIN JUVENILE JUSTICE CENTER OPERATIONS AND FACILITIES BUDGET

WHEREAS, the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2016-942 and Franklin County 2016-436 a Memorandum of Understanding regarding the allocation of Juvenile Justice Center operations and facilities; and

WHEREAS, The Boards of Benton and Franklin County Commissioners amended and approved Section 1.A of the Memorandum of Understanding regarding the allocation of Juvenile Justice Center operations and facilities via Joint Resolution Benton County 2017-807 and Franklin County 2017-332; and

WHEREAS, Joint Resolution Benton County 2016-942 and Franklin County 2016-436 established an administrative fee of 5% on Franklin County's allocation of the total 2022 Benton and Franklin Juvenile Justice Center budget; and

WHEREAS, the 2022 Benton and Franklin Juvenile Justice Center Operations Budget was submitted to Franklin County in the amount of $5,777,731. Based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is now responsible for $2,078,828 or 35.98% plus a 5% administrative fee based on actual expenditures; and

WHEREAS, the 2022 Benton and Franklin Juvenile Justice Center Facility Budget was submitted in the amount of $183,464. Based upon Joint Resolution Benton County 2016-942 and Franklin County 2016-436, Franklin County is now responsible for $51,370 or 28% plus a 5% administrative fee based on actual expenditures, effective January 1, 2022; and

WHEREAS, the combined total for the 2022 Benton and Franklin Juvenile Justice Center Operations and Facilities Budget is $5,961,195. Franklin County is responsible for a total of $2,130,198 plus a 5% administrative fee based on actual expenditures; and

WHEREAS, the 2022 Benton and Franklin Juvenile Justice Center Contract-Fee for Services Budget was submitted in the amount of $1,162,921. Based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is responsible for 35.98% or $418,419 plus a 5% administrative fee based on actual expenditures effective January 1, 2022; and

WHEREAS, the 2022 Benton and Franklin Juvenile Justice Center Grant-Reimbursement Budget was submitted in the amount of $1,046,909. Based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is responsible for 35.98% or $376,678 plus a 5% administrative fee based on actual expenditures effective January 1, 2022; and

WHEREAS, the combined total for the 2022 Benton and Franklin Juvenile Justice Center Contract Fee for Services and Grant -Reimbursement Budget is $2,209,830. Based upon the ratio of each county's juvenile population averaged over five-year periods per the Office of Financial Management data tables attached, Franklin County is responsible for a 5% administrative fee based on actual expenditures on 35.98% or $795,097 of the budget; **NOW THEREFORE**

BE IT RESOLVED, to maintain adequate cash flow in the Juvenile Center Fund, starting January 1ST, 2022 Franklin County will be responsible for a flat monthly payment in the amount of $180,829 plus a 5% administrative fee on actual expenditures for the 2022 Benton and Franklin Juvenile Justice Center Operations and Facilities Budget; and

BE IT FURTHER RESOLVED, Benton County shall invoice Franklin County monthly for the County's total flat monthly payment; and

BE IT FURTHER RESOLVED, Franklin County's payment to the Benton County Treasurer shall be no later than 20 days from the date of each invoice; and

BE IT FURTHER RESOLVED, no later than April 2023, Franklin County will receive a final invoice itemizing actual 2022 yearly expenditures and any adjustments necessary based on actual expenditures for the Juvenile Operations and Facilities budget.

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

BENTON COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

Clerk of the Board

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

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

Clerk of the Board

Attachment A - County Split 2022

2022 Population Split For Benton & Franklin County Juvenile Justice Center

Juvenile Center Calculation Per Joint Resolution BC 2016-942 and FC 2016-436

Source: Year 2016 forward established via Juvenile Youth-At-Risk Population 12-17 per Joint Resolution BC 2017-807 and FC 2017-332
Years 2012 through 2015 established via Juvenile Youth-At-Risk Population 10-17 per Joint Resolution BC 2016-942 and FC 2016-436

	2020	2019	2018	2017	2016
Benton County	17907	17483	17102	16819	16634
Franklin County	10081	9883	9646	9430	9252
	27988	27366	26748	26249	25886

Rolling Average Benton County		17,189
Rolling Average Franklin County		9,658
		26,847
Benton County	64.02%	
Franklin County	35.98%	

Source: WWW.OFM.WA.GOV
https://ofm.wa.gov/washington-data-research/population-demographics/population-estimates/estimates-april-1-population-age-sex-race-and-hispanic-origin
County (Special age groups): 2010-2020
Ran at FC Budget Call: 8/3/2021

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 11/30/21 BC 12/14/21
Subject:	Personal Services Contract with Kathleen L. Moreno
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

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

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

Summary / Background Information

Kathleen L. Moreno wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to provide legal services for Attorney representation of persons in all BECCA dockets.

The attached Personal Services Contract commences on the last date signed and expires on September 30, 2022.

Fiscal Impact

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount not to exceed $31,000.00 to be paid out of Fee For Services Dept. 173. No Supplemental required.

Recommendation

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

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND KATHLEEN L. MORENO A PERSONAL SERVICES CONTRACT FOR ATTORNEY REPRESENTATION OF PERSONS IN ALL BECCA DOCKETS

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

WHEREAS, Benton-Franklin Counties Juvenile Justice Center would like to enter into a Personal Services Contract with Kathleen L. Moreno for Attorney Representation of persons in all BECCA dockets; and

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

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Kathleen L. Moreno in an amount not to exceed $31,000.00; and

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

BE IT FURTHER RESOLVED, the term of the attached contract commences on the last date signed and expires on September 30, 2022.

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

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

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

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners, Electronic (2): 1-Moreno, 1-Juvenile

R. Garcia

BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Kathleen L. Moreno**, attorney at law, Washington State Bar Association #15725 with her principal office at 1030 North Center Parkway, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on September 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.

2. SERVICES PROVIDED

a. The CONTRACTOR shall provide legal services for Attorney representation of persons in all Youth At Risk/Child In Need of Services (CHINS) petitions.

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

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

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

e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall

prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTIES.

3. 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:	**Kathleen Moreno**
Address:	**1030 N. Center Parkway**
	Kennewick, WA 99336
Phone:	**(509) 528-8464**
Email:	**klmoreno@charter.net**

b. For COUNTIES:

Name:	**Darryl Banks, Administrator**
Address:	**5606 W. Canal Place, Suite 106**
	Kennewick, WA 99336
Phone:	**(509) 222-2316**
Email:	**Darryl.Banks@co.benton.wa.us**

4. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid as professional service attorney fees, the sum of $200.00 per case upon appointment for Attorney's representation of persons in all Youth At Risk/CHINS petitions under this contract.

1. Contractor agrees to provide own coverage at own expense for any scheduled Youth At Risk/CHINS petition Contractor is not able to attend.

b. In the event that BECCA funding for Youth At Risk/CHINS petitions is lost or reduced the parties will renegotiate in good faith adjustment compensations.

c. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this CONTRACT shall not exceed $31,000.00.

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

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

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

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

h. 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.

5. AMENDMENTS AND CHANGES IN WORK

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

the COUNTIES.

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

6. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTIES and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 6 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.

7. 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 COUNTIES with proof of all such insurance.

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. 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.

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions**:

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

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

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

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

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

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on

indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 7(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 and Franklin Counties 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, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 3(b).

3. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3(b).

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager to the following address: Benton and Franklin Counties Risk Manager, 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

8. TERMINATION

a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. Either party may terminate this Contract upon giving ten (10) days written notice by certified mail to the other party. In that event, the COUNTIES 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 COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be

effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

10. 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.

11. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 4 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

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

d. 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 COUNTIES' Contract Representative, or designee.

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

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

a. Background Check/Criminal History

1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.

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

3. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336.

14. INSPECTION OF BOOKS AND RECORDS

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

this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, 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 COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 3 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 3 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 6 and 17); extended reporting period requirements for professional liability insurance (Section 7(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES may issue written notice

to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

Kathleen L. Moreno	**Benton-Franklin Counties Juvenile Justice Center**
Kathleen Moreno 11-17-21 Kathleen Moreno Date Attorney	Darryl Banks 11-17-21 Darryl Banks Date Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: 11/17/21 Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: _____ Attest: Clerk of the Board: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION OF FUNDS FROM CURRENT EXPENSE FUND 0000101, DEPARTMENT 121 TO PUBLIC SAFETY TAX FUND 0148101, DEPARTMENT 121.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, Linda Ivey

BENTON COUNTY

Exhibit A

EXPENDITURE CODING CORRECTIONS

FUND NUMBER: 0000101 to 0148101
DEPARTMENT NUMBER: 0000101.121 to 0148101.121
FUND NAME: Current Expense Sheriff Patrol to Public Safety Tax Sheriff Patrol

TRANSFER FROM:	**101.121**	**Current Expense - Sheriff Patrol**		**TRANSFER TO:**	**148101.121**	**Public Safety Tax - Sheriff Patrol**	
BASE SUB 6 digit	**LINE ITEM** 4digit	**LINE ITEM Name**	**AMOUNT**	**BASE SUB** 6 digit	**LINE ITEM** 4digit	**LINE ITEM** Name	**AMOUNT**
521.210.	1524	Deputy	20,000.00	521.210.	1467	Deputy	20,000.00
521.210.	1525	Deputy	59,000.00	521.210.	2102	Social Security FICA	1,530.00
521.210.	2102	Social Security FICA	6,040.00	521.210.	2103	Medical Insurance	3,600.00
521.210.	2103	Medical Insurance	11,300.00	521.210.	2104	Retirement	1,060.00
521.210.	2104	Retirement	4,190.00	521.231.	1802	Deputy	59,000.00
				521.231.	2102	Social Security FICA	4,510.00
				521.231.	2103	Medical Insurance	7,700.00
				521.231.	2104	Retirement	3,130.00
		TOTAL	**$ 100,530.00**			**TOTAL**	**$ 100,530.00**

EXPLANATION: Code expenditures from Current Expense Dept 121 to PST Dept 121 Sheriff Patrol.

RETURN TO: Auditor's Office, Accounting Department

Prepared By: DATE:

Linda Ivey **12/3/2021**

Approved:

Chairman

Member

Member

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION OF FUNDS FROM CURRENT EXPENSE FUND 0000101, DEPARTMENT NUMBER 121 TO PUBLIC SAFETY TAX FUND 0148101, DEPARTMENT 122.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, Linda Ivey

Exhibit A

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

FUND NUMBER: 0000101 to 0148101
DEPARTMENT NUMBER: 0000101.121 to 0148101.122
FUND NAME: Current Expense Sheriff Patrol to Public Safety Tax Sheriff Patrol

TRANSFER FROM:	**101.121**	**Current Expense - Sheriff Patrol**		**TRANSFER TO:**	**148101.122**	**Public Safety Tax - Metro**	
BASE SUB 6 digit	**LINE ITEM** 4digit	**LINE ITEM Name**	**AMOUNT**	**BASE SUB** 6 digit	**LINE ITEM** 4digit	**LINE ITEM** Name	**AMOUNT**
521.210.	1451	Detective	74,000.00	521.210.	1531	Detective	74,000.00
521.210.	1454	Detective	22,800.00	521.210.	1821	Detective	22,800.00
521.210.	2102	Social Security FICA	7,400.00	521.210.	2102	Social Security FICA	7,400.00
521.210.	2103	Medical Insurance	16,200.00	521.210.	2103	Medical Insurance	16,200.00
521.210.	2104	Retirement	5,130.00	521.210.	2104	Retirement	5,130.00
		TOTAL	**$ 125,530.00**			**TOTAL**	**$ 125,530.00**

EXPLANATION: Code expenditures from Current Expense Dept 121 to PST Dept 122 Metro.

RETURN TO: Auditor's Office, Accounting Department

Prepared By: DATE:

Linda Ivey **12/3/2021**

Approved:

Chairman

Member

Member

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Ratifying Change Order Nos. 1, 2, & 3 to Granite Construction's Contract for the Dallas Road Bike Path Project
Presenter:	
Prepared By:	Jeff Liner
Reviewed By:	Shannon Christen

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

Type of Agenda Item:

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

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Sign Letter/Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

On July 13, 2021 the Board of County Commissioners approved Resolution 2021-521 and executed a contract with Granite Construction Company for the Dallas Road Bike Path project – C.E. 2102 CRP in the amount of $538,256.00.

Three Change Orders have been authorized and are as follows.

Change Order No. 1 changed the type of paint that was being used due to availability. There was no cost to this change.

Change Order No. 2 increased the overall amount of work being done by the Disadvantaged Business Enterprise Subcontractor. The total for these changes is an increase of $625.90.

Change Order No. 3 increased quantities for Crushed Surfacing Top Course and Hot Mix Asphalt. The total for these changes is an increase of $43,556.21.

This increases the overall contract amount to $582,438.11 and will not increase the contract time.

The County Administrator has signed Change Order Nos. 2 & 3 and the Deputy County Administrator has signed Change Order No. 1 as allowed by the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233). The Board of County Commissioners needs to ratify the Change Orders.

Fiscal Impact

Amount: $44,182.11
Fund: Road Fund

Recommendation

Ratify Change Order Nos. 1, 2 & 3 to Granite Construction's contract for the Dallas Road Bike Path project as signed by the County Administrator and the Deputy County Administrator.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF RATIFYING CHANGE ORDER NOS. 1, 2 & 3 TO GRANITE CONSTRUCTION COMPANY'S CONTRACT FOR THE DALLAS ROAD BIKE PATH PROJECT – C.E. 2102 CRP

WHEREAS, on July 13, 2021 the Board of County Commissioners approved Resolution 2021-521 and executed a contract with Granite Construction Company for the Dallas Road Bike Path project – C.E. 2102 CRP in the amount of $538,256.00; and

WHEREAS, the County Engineer has negotiated a fair and reasonable price for Change Order Nos. 1, 2 & 3 for a total contract increase of $43,556.21; and

WHEREAS, the County Administrator has approved and signed Change Order Nos. 2 & 3 and the Deputy County Administrator has approved and signed Change Order No. 1; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners ratify change orders approved by the County Administrator and the Deputy County Administrator; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order Nos. 1, 2 & 3, attached hereto, to the contract executed by Resolution 2021-521 with Granite Construction Company for the Dallas Road Bike Path – C.E. 2102 CRP project; and

BE IT FURTHER RESOLVED, the total contract amount will increase $44,182.11 for a new contract amount not to exceed $582,438.11 and no additional days will be added to the contract time of 50 days.

Dated this 14th day of December 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works
c: Auditor

J.Liner

Change Order

Contract Number	Contract Title	Federal Aid Number
CE 2102	Dallas Road Bike Path	TAP- 3509-008
Change Order Number	**Change Description**	**Date**
1	Change of Paint Material Due to Availability	9-15-21
Prime Contractor/Design-Builder Granite Asphalt		

☐ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

■ Change proposed by Contractor/Design-Builder

Accepting Paint Alternative

Due to availability issues the contractor has proposed to replace the Low VOC Solvent based paint with a Low VOC waterborne paint.

- Delete line 2 in section 8-22.2 of the Special Provisions that read:

  2. Paint lines shall be Low VOC (volatile organic compounds) solvent paint.

This change in material will not change the original bid item price.

Verbal Approval Date		Working Days +/-	
9-15-21		N/A	
Original Contract Amount	**Current Contract Amount**	**Est. Net Change This C.O.**	**Est. Contract Amount**
$538,256.00	$538,256.00	$0.00	$538,256.00

☑ Approval Recommended		☒ Approved	
Project Engineer	9-16-21 Date	County Administrator	9/20/2021 Date
☑ Approval Recommended		☑ Approved	
By Prime Contractor	9/16/21 Date	County Engineer	09/20/21 Date

Change Order

Contract Number	Contract Title	Federal Aid Number
CE 2102	Dallas Road Bike Path	TAP- 3509-008
Change Order Number 2	Change Description Removal of Pathway Stop Signs and Change in Paint line Quantity	Date 11-16-21
Prime Contractor/Design-Builder Granite Asphalt		

☐ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

☒ Change proposed by Contractor/Design-Builder

Removal of Stop Signs

On October 14th the Subcontractor/DBE Pavement Surface Control did the install of permanent signage on the Dallas Road Bike Path Project. After installation I took a phone call from the Prime that he and the Sub where very concerned about the possibility of a traffic accident occurring due to the Vehicular Traffic on Dallas Road stopping randomly as a reaction to the 18" Bike path stop signs. After monitoring the project, we witnessed multiple close calls and the decision was made to immediately take down the stops signs out of traffic safety concerns and discuss the situation. After discussion it was decided that the stop signs will not be used on the pathway and that the intention of the MUTCD recommendation of placing these signs would be for a separated path. The additional Cost for removal is $707.15.

Reduced Quantity of Bid Item # 11 Painted Wide Line

Plan Quantity for Painted Wide Line was calculated as 21,390 L.F., In the field it was 21,265 L.F., a difference of 125 L.F. At a cost of 0.65 per linear foot this Reduces the dollar amount by ($81.25)

DBE Explanation

The following work was performed by the Subcontractor Construction Ahead which is the Projects Disadvantage Business Enterprise. Granites Original DBE commitment was $59,402.50 from DOT form 272-056 box 4. With the reduction of 125 L.F. of paint line and the addition of the Signage removal the DBE commitment has been met and exceeded in the amount of $59,963.40.

Net Change Summary

The addition of Sign Removal in the amount of $707.15 and the reduction of Paint line in the amount of ($146.25) has a net increase of $560.90 on the contract.

Verbal Approval Date		Working Days +/-	
10-14-21		N/A	
Original Contract Amount	Current Contract Amount	Est. Net Change This C.O.	Est. Contract Amount
$538,256.00	$538,256.00	$625.90	$538,881.90

☑ Approval Recommended Jeff Hanson Project Engineer	11-22-21 Date	☒ Approved David Macdonald County Administrator	11/29/21 Date
☐ Approval Recommended Jim Pinkerton By Prime Contractor	11/22/21 Date	☒ Approved County Engineer	11/24/21 Date

Change Order

Contract Number	Contract Title	Federal Aid Number
CE 2102	Dallas Road Bike Path	TAP- 3509-008
Change Order Number 3	Change Description Quantity Adjustment for non-DBE Items	Date 11-22-21
Prime Contractor/Design-Builder Granite Asphalt		

☐ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

■ Change proposed by Contractor/Design-Builder

Bid Item # 6 Crushed Surfacing Top Course

Plan Quantity 3,660 Tons – Actual Quantity 4,060.66 Tons
Quantity Increase of 400.66 Tons
Cost Increase $11,659.21

Bid Item # 7 HMA

Plan Quantity 1,225 Tons – Actual Quantity 1,559 Tons
Quantity Increase of 334 Tons
Cost Increase $31,897.00

Overall Cost Increase of Change Order

$11,659.21 + $31,897.00 = $43556.21

Verbal Approval Date		Working Days +/-	
N/A		N/A	
Original Contract Amount $538,256.00	Current Contract Amount $538,881.90	Est. Net Change This C.O. $43,556.21	Est. Contract Amount $582,438.11

☑ Approval Recommended Project Engineer	11-24-21 Date	☒ Approved County Administrator	12/3/21 Date
☑ Approval Recommended By Prime Contractor	11/24/21 Date	☑ Approved County Engineer	11/29/21 Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Ratifying Change Order Nos. 1 & 2 to C & E Trenching, LLC. Contract for the Dallas Rd. / Arena Rd. Traffic Safety Improvements Project
Presenter:	
Prepared By:	Jeff Liner
Reviewed By:	Shannon Christen

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

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

Summary / Background Information

On August 17, 2021 the Board of County Commissioners approved Resolution 2021-620 and executed a contract with C & E Trenching, LLC. for the Dallas Rd. / Arena Rd. Traffic Safety Improvements Project – C.E. 2081 CRP in the amount of $396,960.48.

Two Change Orders have been authorized and are as follows.

Change Order No. 1 changed the type of retaining wall blocks used due to availability, paid for utility locate services, added additional trenching and conduit needed for the project, resolved an issue with the original plans for the new gate, and purchased an extender for the gate communications. The total for this change order including 8% sales tax was $45,849.94.

Change Order No. 2 moved the location of the concrete valley gutter to improve drainage and added a "rock mulch" on the slopes of the project to match the existing parking lot. The total for this change order including 8% sales tax was $2,924.73.

This increases the overall contract amount to $445,735.15 and will not increase the contract time.

The County Administrator has signed Change Order Nos. 1 & 2 as allowed by the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233). The Board of County Commissioners needs to ratify the Change Orders.

Fiscal Impact

Amount: $48,774.67
Fund: Road Fund

Recommendation

Ratify Change Order Nos. 1 & 2 to C & E Trenching, LLC. for the Dallas Rd. / Arena Rd. Traffic Improvements Project as signed by the County Administrator.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF RATIFYING CHANGE ORDER NOS. 1 AND 2 TO C & E TRENCHING, LLC.'S CONTRACT FOR THE DALLAS RD. / ARENA RD. TRAFFIC SAFETY IMPROVEMENTS PROJECT

WHEREAS, on August 17, 2021 the Board of County Commissioners approved Resolution 2021-620 and executed a contract with C & E Trenching, LLC. for the Dallas Rd. / Arena Rd. Traffic Safety Improvements project – C.E. 2081 CRP in the amount of $396,960.48; and

WHEREAS, the County Engineer has negotiated a fair and reasonable price for Change Order Nos. 1 & 2 for a total contract increase of $48,774.67; and

WHEREAS, the County Administrator has approved and signed Change Order Nos.1 & 2; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires Board of County Commissioners ratify change orders approved by the County Administrator and the Deputy County Administrator; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order Nos. 1 & 2, attached hereto, to the contract executed by Resolution 2021-620 with C & E Trenching, LLC. for the Dallas Rd. / Arena Rd. Traffic Safety Improvements Project – C.E. 2081 CRP project; and

BE IT FURTHER RESOLVED, the total contract amount will increase $48,774.67 for a new contract amount not to exceed $445,735.15 and no additional days will be added to the contract time of 45 days.

Dated this 14th day of December 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works
c: Auditor

J.Liner

Change Order

Contract Number	Contract Title	Federal Aid Number
CE 2081 CRP	Dallas Rd./Arena Rd. Safety Improvements	N/A
Change Order Number	**Change Description**	**Date**
1	Change in blocks due to availability / Gate Safety / Locate / Conduit	10-25-21
Prime Contractor/Design-Builder C and E Trenching		

☐ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

■ Change proposed by Contractor/Design-Builder

Due to the availability of the originally requested Blocks for Retaining wall the Contractor proposed and we approved a replacement block including engineering.

Original Cost of Ultra Block was $59,971.98

Updated Cost using Redi-Rock was $86,617.20

Cost Difference of $29,597.40

Landowner was concerned that the trenching would hit the underground loop system that opened the existing gate, so we had the contractor bring out a Utility Locator to avoid hitting that Utility.

Cost $621.00

Trenching, Conduit, and Backfilling was not marked on plans for extending power to the gate from the keypad

Cost $1,903.99

The original design on the plans had us using the existing gate, but because it does not open in the same direction and is not interchangeable a new gate with added safety measures has been approved.

Cost $10,923.39

After moving the gate, it was found that the gate reader could not be further than 50 feet from main controller, In order to resolve this an extender needs to be installed

Cost $2,804.16

Total Change Order Cost Increase of $45,849.94. All costs include 8% Sales Tax.

Verbal Approval Date:		Working Days +/-	
Varies		N/A	
Original Contract Amount	**Current Contract Amount**	**Est. Net Change This C.O.**	**Est. Contract Amount**
$396,960.48	$396,960.48	$45,849.94	$442,810.42

☑ Approval Recommended Jeff Irwin — 11-9-21 Project Engineer — Date	☒ Approved Jason Mathieson — 11/19/21 County Administrator — Date
☒ Approval Recommended Wayne Richardson — 11-9-21 By Prime Contractor — Date	☑ Approved — 11/08/21 County Engineer — Date

Change Order

Contract Number	Contract Title	Federal Aid Number
CE 2081 CRP	Dallas Rd./Arena Rd. Safety Improvements	N/A
Change Order Number	**Change Description**	**Date**
2	Material to protect slopes and moving concrete valley gutter	11-9-21
Prime Contractor/Design-Builder		
C and E Trenching		

☐ Ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

■ Change proposed by Contractor/Design-Builder

The original proposed location for the Concrete Valley Gutter was not going to allow the water runoff to flow into the existing roadside ditch and instead it would potentially flow into the retaining wall, In order to resolve this the gutter had to be at a wider portion of the approach increasing material quantities.

Cost Increase $1,098.99

To match the existing gravel parking lot and protect the newly constructed fill slopes it was decided that we would place a matching "rock mulch" on the slopes of the ramp.

Cost Increase $1,825.74

Total Change Order Cost Increase of $2,924.73. All costs include 8% Sales Tax.

Verbal Approval Date:		Working Days +/-	
Varies		N/A	
Original Contract Amount	**Current Contract Amount**	**Est. Net Change This C.O.**	**Est. Contract Amount**
$396,960.48	$442,810.42	$2,924.73	$445,735.15

☑ Approval Recommended		☒ Approved	
Jeff Kuhn	11-10-21		11/19/2021
Project Engineer	Date	County Administrator	Date
☒ Approval Recommended		☑ Approved	
Wayne Richardson DN: cn=Wayne Richardson, o=C&E Trenching, LLC, ou=Project Manager, email=wayne@candetrenching.com, c=US	11-12-21		11/16/21
By Prime Contractor	Date	County Engineer	Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Offer of Employment for Operations Manager in Public Works Department
Presenter:	Doug D'Hondt
Prepared By:	Matt Rasmussen
Reviewed By:	Lexi Wingfield

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

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

Summary / Background Information

The Public Works Department has an open position for an Operations Manager. A candidate has come forward who has significant experience in County government and Public Works. The County Engineer recommends that an offer of employment be made above the typical starting salary. This requires approval of the Board of County Commissioners.

The candidate will be placed at Grade 9, Step E. Also, in recognition of the candidate's long tenure at their previous employer (over 25 years) the candidate will have their annual leave accrual rate set equivalent to that of an employee who has been with Benton County for 11 years. This increased rate will take effect on completion of the employee's 6-month probationary period.

Fiscal Impact

$21,348 first year, decreasing over 5 years until employee would have reached maximum pay step. See attached salary request statement.

Recommendation

Staff recommends the board approve the attached offer letter and salary request statement.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN OFFER OF EMPLOYMENT FOR THE OPERATIONS MANAGER IN THE PUBLIC WORKS DEPARTMENT

WHEREAS, the Operations Manager position was established on November 30, 2021 via Resolution 2021-853 and added to the Public Works Organizational Chart via Resolution 2021-856; and

WHEREAS, an applicant for the position has qualifications significantly higher than the minimum qualifications; and

WHEREAS, the County Engineer is recommending that an offer of employment be made to [redacted] at Grade 9, Step E on the Managers and Assistant Managers salary schedule; and

WHEREAS, in recognition of [redacted] long tenure with his previous employer, the County Engineer is also recommending that [redacted] accrue annual leave at the same rate as an employee with 11 years employment with Benton County (15 hours monthly) upon completion of the 6-month probationary period. **NOW THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached offer of employment to [redacted] for the Operations Manager position in the Public Works Department; and

BE IT FURTHER RESOLVED that the Chairman of the Board be, and hereby is, authorized to execute said letter on behalf of Benton County; and

BE IT FURTHER RESOLVED that the starting rate of pay for [redacted] will be Grade 9, Step E on the Managers and Assistant Managers Salary Schedule; and

BE IT FURTHER RESOLVED that [redacted] annual leave accrual rate will increase to be equivalent to an employee with 11 years employment at Benton County (15 hours per month) effective on completion of the 6-month probationary period.

Dated this 14th day of December 2021.

Chairman of the Board

Chairman Pro Tem

Attest.....
Clerk of the Board

Member

Constituting the Board of County Commissioners of Benton County, Washington

cc: Public Works

D. D'Hondt

BENTON COUNTY
SALARY REQUEST STATEMENT

REASON FOR REQUEST New hire, qualifications exceed min.

POSITION Operations Manager - Public Works

[redacted]

NAME OF AFFECTED EMPLOYEE/CANDIDATE

EFFECTIVE DATE 01/03/2022

OFFICE/DEPARTMENT Public Works

SALARY FROM $ 8,257.00 TO $ 10,036.00

ELECTED OFFICIAL/DEPARTMENT DIRECTOR
DATE

APPROVED_____

DENIED _____

_____
CHAIRMAN

_____
MEMBER

_____
MEMBER

_____
DATE

BACKGROUND INFORMATION (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

Candidate has over 30 years of public works experience within County government. They have spent the past 10 years in the Public Works Director role at previous employer. Setting starting salary at maximum step (Grade 9, Step E). Annual leave accrual will also be at 15 hours per month upon completion of 6 month probationary period. See attached resolution.

FISCAL IMPACT AND REVIEW

FIRST YEAR IMPACT: $21,348

AGGREGATE IMPACT: $54,672

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

List names of other employees who hold the same classification. Include grade, step, and salary.

N/A - no other positions of this classification

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
co.benton.wa.us

December 14, 2021

[redacted]
West Richland, WA

Re: Operations Manager

Dear [redacted]

This letter is written to confirm the offer to you of the position of Operations Manager with the Benton County Public Works Department. The position is a full-time position paying $10,036 monthly (Grade 9 Step E, Managers Salary Schedule). In addition, we are offering to increase your annual leave accrual to a rate equivalent to an employee with 11 years of service (15 hours monthly). This increased accrual would take effect after completion of your probationary period, during which you would accrue at the regular new hire rate. If you accept this offer, the starting date for this position is January 3rd, 2022. As is the practice, the initial six months of employment with Benton County is a probationary period, you are permitted to use accrued sick leave but no other types of leave (annual, floating holiday).

If you have any questions or need additional information, please contact Doug D'Hondt at 509-786-5611. Thank you for your interest and time; we look forward to having you "on board" in your new capacity on January 3rd, 2022.

In the event that we have not received this letter with your signature indicating acceptance by 5:00 p.m. Friday, December 17th, 2021, this offer is rescinded, and an offer may be extended to another applicant.

Sincerely,

Shon Small
Chairman Pro-tem, Benton County Board of Commissioners

My signature below indicates that I accept the position of Operations Manager and have had the details explained including the probationary period and that this letter, or any other communication with me, is or was not an employment contract nor does it limit Benton County's "at will" employer status. My signature further indicates that I have agreed that Benton County may conduct a background check including references and that this offer may be withdrawn subject to the same.

_____ _____

Candidate **Date**

cc: Human Resources

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Contract w/ Iron Horse Vac, LLC for Catch Basin and Drywell Cleaning Services
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	D. D'Hondt

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

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

Summary / Background Information

The County maintains catch basins and drywells throughout the County and there are two neighborhoods, Reata West and Tripple Vista, that need to have the catch basins and drywells cleaned out before winter storms cause flooding issues.

Section 5.3.2 of the Procurement, Leasing, and Contracting policy states that qualifications and performance are the primary considerations in selecting the contractor with price secondary or subject to negotiation. The County need not advertise or follow a formal competitive bidding procedure for service contracts.

The Public Works Department solicited a quote from Iron Horse Vac, LLC, the local contractor that previously had satisfactorily completed similar work. The County Engineer reviewed it for completeness and recommends awarding the contract to Iron Horse Vac, LLC. A contract has been prepared, and reviewed and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by Iron Horse Vac, LLC

Fiscal Impact

Amount: $8,000.00 including WSST

Fund: Road Fund (0101101)

Recommendation

The County Engineer recommends the Board award the contract for Catch Basin and Drywell Cleaning Services to Iron Horse Vac, LLC and authorize the Chairman to sign said contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A CONTRACT TO IRON HORSE VAC, LLC, KENNEWICK, WASHINGTON FOR CATCH BASIN AND DRYWELL CLEANING SERVICES AT SPECIFIC LOCATIONS AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, the County maintains catch basins and drywells throughout the County and there are two neighborhoods that need to have the catch basins and drywells cleaned out before winter storms cause flooding issues, and

WHEREAS, Section 5.3.2 of the Procurement, Leasing, and Contracting policy states qualifications and performance are the primary considerations in the selection of the contractor with price being secondary or subject to negotiation, and the County need not advertise or follow a formal competitive bidding procedure for service contracts; and

WHEREAS, the Public Works Department solicited a quote from Iron Horse Vac, LLC, the local contractor that previously had satisfactorily completed similar work, reviewed it for completeness, and recommends awarding said contract to Iron Horse Vac, LLC, Kennewick, WA; and

WHEREAS, a contract has been prepared, and reviewed and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by Iron Horse Vac, LLC; and

WHEREAS, the County Engineer recommends the Chairman sign said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Engineer's recommendation and awards the contract for Catch Basin and Drywell Cleaning Services to Iron Horse Vac, LLC in an amount not to exceed $8,000.00 including WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract with Iron Horse Vac, LLC; and

BE IT FURTHER RESOLVED, the contract shall begin on the date last signed and expire on January 30, 2022.

Dated this 14th day of December 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Department
C: Auditors, PA, Procurement

S. Christen

BENTON COUNTY
SERVICE CONTRACT WITH PREVAILING WAGE

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 **IRON HORSE VAC, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 1915 S. Oak St., Kennewick, WA 99337 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work
b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall clean out catch basins and drywells at the locations listed on Exhibit A using a vactor truck and dispose of the contaminated materials as required by law. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, Scope of Work, which is attached hereto and incorporated herein by reference.

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

not actually incur.

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

d. The CONTRACTOR agrees to submit a COVID-19 Safety Plan in compliance with the Washington State Stay Home, Stay Healthy Proclamation before work can begin.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Dan or Tammy Stewart, Owners
Address:	1915 S. Oak St. Kennewick, WA 99337
Phone:	509-586-2446
Email:	ironhorsevac@msn.com

b. For COUNTY:

Name:	Douglas D'Hondt, County Engineer
Address:	102206 E. Wiser Parkway Kennewick, WA 99338
Phone:	509-786-5611
Email:	douglas.dhondt@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, Scope of Work, which is attached hereto.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed eight thousand dollars and zero cents ($8,000.00), including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

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

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

6. INVOICING

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

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

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

7. RETAINAGE

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

8. 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.

9. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall

not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 9 shall survive termination and expiration of this Contract.**

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

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this

Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 9. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions:**

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

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

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

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

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

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If**

the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

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

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

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

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

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

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

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

3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

11. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish COUNTY with a Performance Bond and Labor and Materials Payment Bond, in addition to the 5% being withheld for retainage, with sufficient sureties acceptable to COUNTY, in an amount equal to one hundred percent (100%) of the Contract sum as security for the performance by the CONTRACTOR of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount, in addition to the 5% being withheld for retainage, either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the award of the bid. CONTRACTOR shall be responsible to ensure the acceptable Performance Bond and Labor and Materials Payment Bond remain equal to one hundred percent (100%) of the Contract sum, including the amount of any change orders or Contract amendments.

12. 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.

13. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as

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

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

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

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

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

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. CHOICE OF LAW AND JURISDICTION

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

16. 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.

17. TERMINATION

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

18. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

19. NONDISCRIMINATION

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

20. DISPUTES

Disputes over the CONTRACTOR’s performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative

or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

21. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

22. ENTIRE AGREEMENT

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

23. NOTICES

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

24. SEVERABILITY

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

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

25. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to “hold” such records. In

the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

26. PUBLIC RECORDS ACT

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

27. SURVIVABILITY

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

28. CONFIDENTIALITY

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

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.

Date: _____

BENTON COUNTY

_____

Chairman
Benton County Board of County Commissioners

Approved as to Form:

_____

Civil Deputy Prosecuting Attorney

Date: 12/03/2021

IRON HORSE VAC, LLC

Tammy Stewart

Signature

Vice-President

Title:

Tammy Stewart

PRINTED NAME

Catch Basin and Drywell Cleaning

Scope of Work

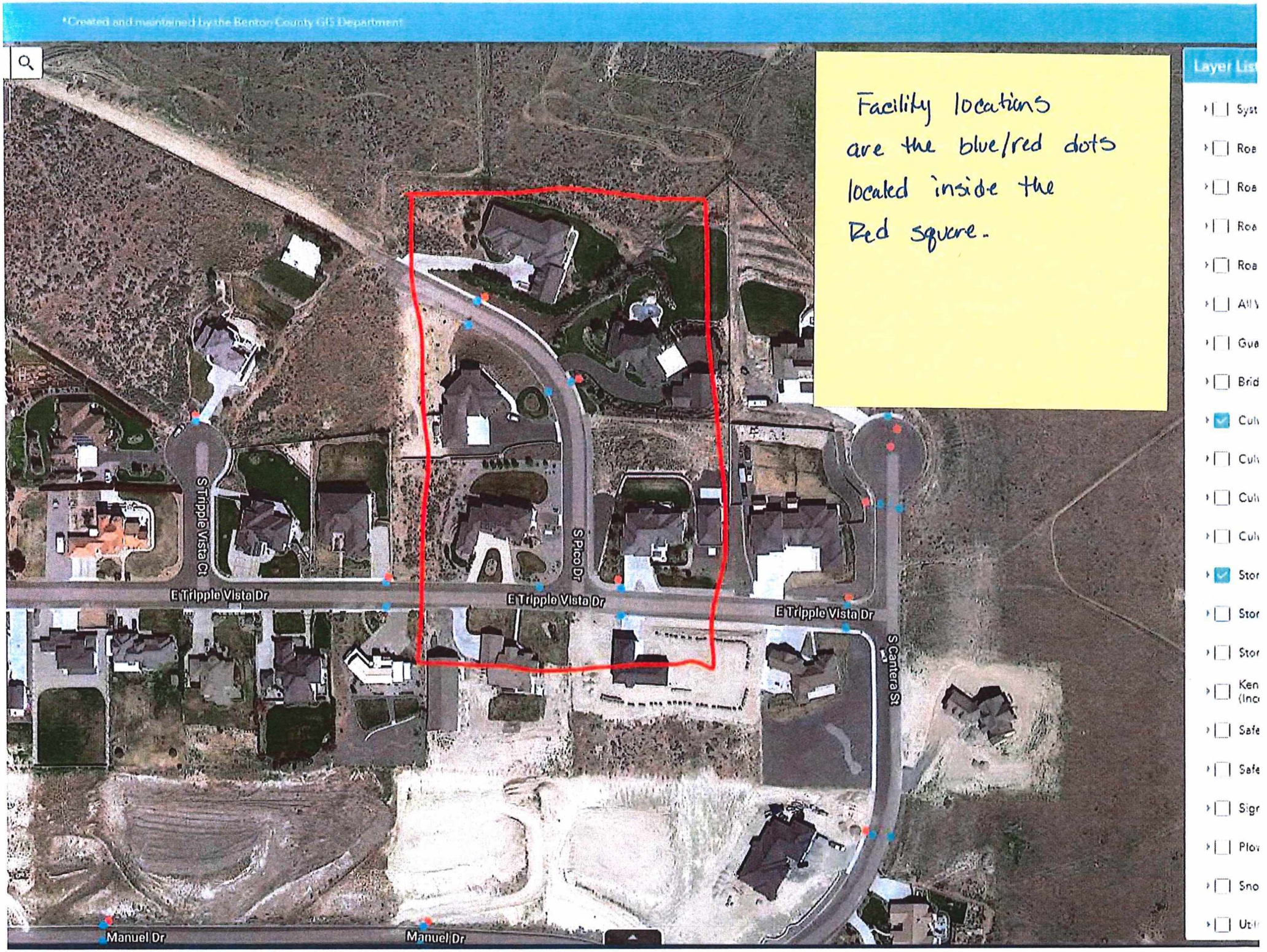
The work to be performed on the catch basins and drywells that are owned and maintained by the Benton County Public Works Department in the Reata West and Tripple Vista neighborhoods, designated on the attached map, is as follows:

- Vacuum truck clean designated catch basins and drywells with high pressure water; and vacuum removed sediment and debris. Remove sediment/debris from the facilities down to no more than 10% capacity.
- Remove debris and buildup of material in the catch basin's sump.
- Complete cleaning of the walls and remove all water and debris from the basins.
- Dispose of sediment and materials removed from the catch basins and drywells according to federal, state, local, and Environmental Protection Agency laws and guidelines.

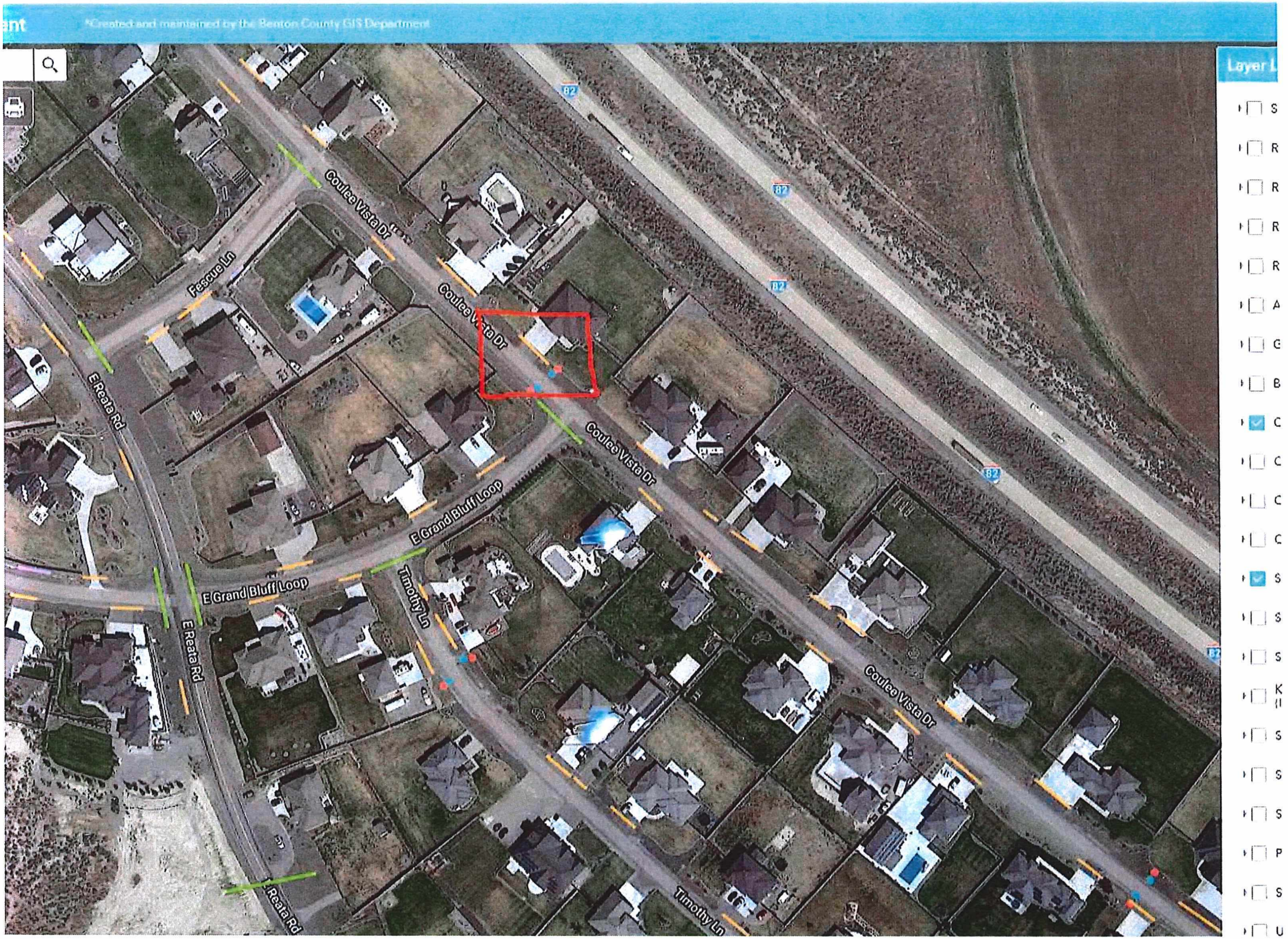
Benton County Public Works Department will have an inspector on location for work duration.

The rates at which the work will be performed is as follows:

Description	Rate
Catch basin and drywell cleaning	$345.00 per hour
Vacuum truck travel	Not to exceed $205.00 per trip
Contaminated materials disposal fee	$175.00 per ton


*Created and maintained by the Benton County GIS Department
Facility locations are the blue/red dots located inside the Red square.
Layer List
S Tripple Vista Ct
E Tripple Vista Dr
S Pico Dr
E Tripple Vista Dr
E Tripple Vista Dr
S Cantera St
Manuel Dr
Manuel Dr

aps.arcgis.com/apps/webappviewer/index.html?id=ded981094d214547b011ee66140a8ca6



Washington State Prevailing Wage Rates

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

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

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

> The Department of Labor & Industries prevailing wage rate website is
>
> http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is November 19, 2021.
>
> The prevailing wage project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Public Works Department, 102206 E. Wiser Parkway, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Public Works Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at publicworks@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Awarding Personal Services Contract for Auto Body Repairs to Mel's Inter-City Collision, Inc. also dba Mel's Inter-City Towing
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	Michael McGhan

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

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

Summary / Background Information

There is a need to have auto body repair services on fleet vehicles managed by ER&R throughout the year. When the service is needed staff obtains quotes from at least 3 auto body repair shops and evaluates each for cost and timely service. Contracts need to be in place with the auto body shops in order to expeditiously have the repairs made.

A contract is currently in place with Mel's Inter-City Collision, Inc. but it will expire at the end of December 2021. A new service contract has been prepared, has been reviewed and approved by our departmental Deputy Prosecuting Attorney from the Civil Division, and has been signed by Mel's Inter-City Collision.

Fiscal Impact

Amount: In an amount not to exceed $40,000

Fund: ER&R Fund
The ER&R Fund will be reimbursed by the repaired vehicle's office or department.

Recommendation

The Fleet Superintendent recommends entering into the service contract with Mel's Inter-City Collision, Inc. for "as-needed" auto body repair on fleet motor vehicles from January 1, 2022 until December 31, 2022 in an amount not to exceed $40,000.00.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A PERSONAL SERVICES CONTRACT TO MEL'S INTER-CITY COLLISION, INC also dba MEL'S INTER-CITY TOWING FOR "AS NEEDED" AUTOMOBILE BODY REPAIR ON BENTON COUNTY FLEET MOTOR VEHICLES

WHEREAS, during the year Benton County is in need of auto body repair service on fleet vehicles; and

WHEREAS, per Benton County Resolution 2021-233, Section 5.3.2 General Services "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, the Fleet Superintendent recommends entering into a personal services contract with Mel's Inter-City Collision, Inc. for "as needed" automobile body repair on Benton County fleet motor vehicles; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract and the contract has been signed by Mel's Inter-City Collision, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and awards the attached personal services contract to Mel's Inter-City Collision, Inc. also dba Mel's Inter-City Towing for "as needed" automobile body repair on Benton County fleet motor vehicles in an amount not to exceed $40,000.00; and

BE IT FURTHER RESOLVED, the Board is authorized to sign said personal services contract which shall commence on January 1, 2022 and shall expire December 31, 2022.

Dated this 14th day of December 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept. S. Christen
c: Auditor, Sonia-PA

BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MEL'S INTER-CITY COLLISION, INC., also dba MEL'S INTER-CITY TOWING**, with its principal offices at 520 W. Deschutes Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2022 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. "As needed" automobile body repair for Benton County fleet motor vehicles.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:
Mel Eayrs
520 W. Deschutes Ave.
Kennewick, WA 99336
Phone: 509-586-8257
Email: info@melsintercity.com

b. For COUNTY:
Michael McGhan
102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-786-5611
Email: michael.mcghan@co.benton.wa.us

5. COMPENSATION

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

a. Service Rates and Parts/Equipment Cost: Rates and costs will be determined at the time services are needed in a form of a written quote that will be submitted to the COUNTY prior to commencement of work on a particular vehicle.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed forty thousand dollars and zero cents ($40,000.00) including Washington State Sales Tax. The COUNTY does not guarantee any amount of work under this contract. The COUNTY reserves the right to contract with other vendors to perform the same or similar services provided under this contract.

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 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

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

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

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

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

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

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

c. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, 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 be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Garage Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garage Liability Insurance in the amount of at least $1,000,000 each occurrence and $2,000,000 general aggregate to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Garagekeepers Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garagekeepers Liability Insurance with Direct Primary coverage in the amount that the CONTRACTOR deems appropriate to cover the CONTRACTOR'S exposure for all vehicles in the CONTRACTOR'S care for repair, service or installing equipment.

f. **On-Hook Towing Coverage:** The CONTRACTOR shall maintain, during the life of the Contract, On-Hook Towing coverage in the amount of at least $50,000 to cover the cost to replace or repair any damages that results from the CONTRACTOR's towing or hauling of customer's vehicles.

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

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

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

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

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

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

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

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

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

h. **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 ten (10) 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 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

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.

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 their 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.

28. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this contract, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

a. No patrol cars that are left in custody of CONTRACTOR shall contain firearms or ammunition of any sort – representatives of COUNTY have responsibility to ensure that firearms and ammunition are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify COUNTY if it discovers any firearms or ammunition within one of its cars while work is being done;

b. The CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;

c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be active, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;

d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify COUNTY at 509-531-8729 (Matt Clark) and 509-539-4769 (Michael McGhan) and ensuring contact and notification is made;

e. The CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purpose of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract or to test drive the vehicle to verify repairs;

f. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of use or misuse of any patrol car while it is legally in CONTRACTOR'S custody.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2022.

Dated:_____

Benton County Board of Commissioners

_____
Chairman

_____
Member

_____
Member

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

Dated: 12/03/2021

Mel's Inter-City Collision, Inc.
also dba Mel's Inter-City Towing

Merrill D. Eayrs
Signature

PRESIDENT
Title:

MERRILL D. EAYRS
PRINTED NAME

Attest:_____
Clerk of the Board

Approved as to Form

_____
Reid Hay, Civil Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Execute a Bridge Inspection Agreement with the Washington State Department of Transportation (WSDOT)
Presenter:	
Prepared By:	S. Christen
Reviewed By:	D. D'Hondt

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

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

Summary / Background Information

Per WAC 136.20.030 and the National Bridge Inspection Standards all County owned bridges must be regularly inspected. The County has staff that is certified to inspect our bridges, however, the County doesn't own the proper equipment to inspect a small number of our bridges. WSDOT has the equipment and the qualified staff to operate the equipment. WSDOT has prepared an agreement with the estimated hourly costs and per diem of providing this service and our Civil Deputy Prosecuting Attorney has reviewed and approved the agreement.

WSDOT has asked that the County sign first.

Fiscal Impact

Amount: Estimated at $23,685.89, subject to change by amendment, over the 10-year period

Fund: Road Fund (0101101)

Recommendation

The County Engineer recommends the Board approve the Agreement with WSDOT to provide bridge inspection services.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING AN AGREEMENT WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE INSPECTION OF COUNTY OWNED BRIDGES

WHEREAS, per WAC 136.20.030 and the National Bridge Inspection Standards all County owned bridges must be regularly inspected; and

WHEREAS, the County has staff that is certified to inspect our bridges, however, the County doesn't own the proper equipment to inspect a small number of our bridges; and

WHEREAS, the Washington State Department of Transportation (WSDOT) has the equipment and qualified staff to operate the equipment; and

WHEREAS, pursuant to RCW 47.28.140, WSDOT and Benton County can enter into an Agreement to have WSDOT perform the needed bridge inspections; and

WHEREAS, WSDOT has prepared an Agreement with the estimated hourly costs and per diem of providing this service and our Civil Deputy Prosecuting Attorney has reviewed and approved said Agreement; and

WHEREAS, the County Engineer recommends the Board approve the Agreement with WSDOT at a total estimated cost of $23,685.89, subject to change by amendment and agreement by both parties; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the County Engineer's recommendation and approves Bridge Inspection Agreement #GCB 3420 with the Washington State Department of Transportation with a total estimated cost of $23,685.89; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the WSDOT Bridge Inspection Agreement attached hereto; and

BE IT FURTHER RESOLVED, this Agreement shall remain in effect for ten (10) years from the date of execution unless extended by written amendment.

Dated this 14th day of December 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept. S. Christen
cc: Auditors; PA; Procurement, Contract Management

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

APPROVED AS TO FORM:

The Bridge Inspection Agreement #GCB 3420 with Washington State Department of Transportation for periodic bridge inspection work on County owned bridges by WSDOT staff has been reviewed and approved as to form:

Reid Hay, Deputy Prosecuting Attorney

12/2/21

Date

Bridge Inspection Agreement	Local Agency and Address Name: Benton County Address: Dept of Public Works, P.O. Box 1001 City, State, Zip: Prosser, WA 99350-0954
Agreement Number GCB 3420	Exhibits A. SCOPE OF WORK; B. COST RATES

This Agreement is between the Washington State Department of Transportation, hereinafter "WSDOT," and the above-named entity, hereinafter "LOCAL AGENCY," collectively "Parties" and individually "Party."

WHEREAS, the LOCAL AGENCY, on a periodic basis, has a need to have certain bridges under its jurisdiction and responsibility regularly inspected, and

WHEREAS, WSDOT has the qualified personnel and equipment and is willing to performing the bridge inspection work as mutually agreed upon,

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and provisions contained herein, and the attached Exhibits A and B, which are by this reference made a part of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. GENERAL TERMS, SCOPE OF WORK, AND TERM

1.1 This Agreement provides the terms and conditions for WSDOT periodic bridge inspection work to be performed on LOCAL AGENCY-owned bridges at the LOCAL AGENCY's request and expense. The bridges to be inspected are listed in Exhibit A, Scope of Work. WSDOT shall initiate the inspections of the bridges listed in Exhibit A when each bridge is due for an inspection unless LOCAL AGENCY notifies WSDOT in writing not to inspect a bridge 60 days prior to the bridge's due date. Also included in Exhibit A are the estimated hours to complete each type of inspection on each bridge and the next anticipated dates for their inspection.

1.2 The LOCAL AGENCY does not guarantee a minimum number of bridge inspection requests, and WSDOT does not guarantee to perform any or all of the LOCAL AGENCY bridge inspection request(s). Should WSDOT decline to perform a requested bridge inspection for any reason, WSDOT shall not be liable for any costs incurred by the LOCAL AGENCY or damag**e**s incurred by any third party related to WSDOT's decision not to perform a requested bridge inspection.

1.3 WSDOT, on behalf of the LOCAL AGENCY or in conjunction with the LOCAL AGENCY, may perform bridge inspection work for the LOCAL AGENCY upon request. Bridge inspection requests for bridges not listed in Exhibit A shall be made in writing. Each request shall identify the bridge to be inspected and the type of inspection. WSDOT will respond in writing to the LOCAL AGENCY's request within fifteen (15) calendar days. WSDOT will identify the estimated time for the inspection and the estimated cost. Inspection dates will be mutually agreed upon by the Parties.

1.4 For bridge inspections where WSDOT provides the lead bridge inspector along with WSDOT equipment and an operator, WSDOT shall provide a draft bridge inspection report to the LOCAL AGENCY's Contract Administrator listed below. WSDOT shall enter the completed

inspection report data into the Bridgeworks database. The LOCAL AGENCY shall have five (5) business days to review and comment upon the draft bridge inspection report prior to a final bridge inspection report being prepared by WSDOT. The final bridge inspection report shall be prepared within ten (10) business days after receipt of the LOCAL AGENCY's comments, if any. Business days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050 and any Party's furlough days.

WSDOT agrees that the LOCAL AGENCY may use its own certified lead bridge inspector to work with WSDOT's equipment and operator. Should the LOCAL AGENCY choose to provide its own certified lead bridge inspector, the LOCAL AGENCY shall be solely responsible for preparing its own bridge report.

Contract Administrator: Jeff Liner
Title: Engineering Associate II
Email address and phone number: Jeff.Liner@co.benton.wa.us, (509)786-5611
Mailing address: Dept of Public Works, P.O. Box 1001
Prosser, WA 99350-0954

1.5 Traffic control, if needed, will be provided by the LOCAL AGENCY at its sole cost. Traffic control costs are not included in the WSDOT cost rates.

1.6 Term: This Agreement shall remain in effect for ten (10) years from the date of execution, at which time this Agreement shall automatically terminate, unless extended by written amendment according to the conditions in Section 3, Amendment, below.

2. BILLING AND PAYMENT

2.1 The LOCAL AGENCY agrees to reimburse WSDOT for actual direct and related indirect costs to perform the bridge inspection work as requested by the LOCAL AGENCY at the then current WSDOT cost rate. Upon completion of the work, WSDOT shall submit a detailed invoice, identifying the bridge(s) inspected, the inspection hours worked, the type of inspection, the rates to be applied, and the total amount due.

2.2 WSDOT's current billing rates are shown in Exhibit B, Cost Rates. It is anticipated that these rates will increase over the life of the Agreement, and the LOCAL AGENCY acknowledges and agrees that WSDOT shall bill its current rates at the time the bridge inspection work is performed.

2.3 The WSDOT may submit invoices at any time, but not more frequently than once per month. WSDOT shall send appropriately documented invoices for work completed to the following address:

Local Agency: Benton County
Attention: Jeff Liner
Address: Dept of Public Works, P.O. Box 1001
City, State, Zip: Prosser, WA 99350-0954

2.4 The LOCAL AGENCY agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an invoice (the "Due Date"). In the event the LOCAL AGENCY fails to make payment by the Due Date, the LOCAL AGENCY will pay WSDOT interest on outstanding balances at the

rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater. Interest shall be calculated from the Due Date to the date of payment.

If the LOCAL AGENCY objects to all or any portion of an invoice, it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the LOCAL AGENCY shall make every effort to settle the disputed portion, and if necessary, utilize dispute resolution provided for in Section 7. No interest shall be due on any portion of an invoice the LOCAL AGENCY is determined not to owe following settlement between the Parties or completion of dispute resolution process.

The LOCAL AGENCY shall remit all payments to the following address:

Washington State Department of Transportation
CASHIER
P.O. BOX 47305
OLYMPIA, WA 98504-7305

3. AMENDMENT

3.1 The Parties may mutually amend this Agreement at any time. The amendments shall not be binding unless they are made in writing and signed by personnel authorized to bind each Party, prior to performing any of the bridge inspection work that would be covered by the amendment.

4. TERMINATION

4.1 Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party. If this Agreement is so terminated, the Parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, including all non-cancellable obligations.

5. LEGAL RELATIONS

5.1 WSDOT's relation to the LOCAL AGENCY shall be at all times as an independent contractor. Further, WSDOT shall perform the work as provided under this Agreement solely for the benefit of the LOCAL AGENCY and not for any third party.

6. INDEMNIFICATION

6.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the WSDOT, its employees and/or authorized agents and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents.

6.2 The terms of this Section shall survive termination of this Agreement.

7. DISPUTE RESOLUTION

7.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

A. The representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to Section 7.1D. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the representatives cannot resolve the dispute or issue, the LOCAL AGENCY, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.

D. In the event the LOCAL AGENCY and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the LOCAL AGENCY and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

8. VENUE AND ATTORNEY'S FEES

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.

9. RIGHT OF ENTRY

9.1 The LOCAL AGENCY hereby grants to the WSDOT a right of entry upon all land in which the LOCAL AGENCY has interest, within or adjacent to the right of way of the bridge to be inspected for the purpose of accomplishing the work described in this Agreement. Such right of entry shall commence upon execution of this Agreement and shall continue until termination of this Agreement under any applicable provision.

10. SEVERABILITY

10.1 If any terms or provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the Agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed last by the Parties below.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	Benton County
Signature Date	Signature Date
Evan M. Grimm Printed Name	Print Name
Bridge Preservation Engineer Title	Title

Approved as to Form by:

Mark Schumock 5/12/2021

Signature Date

Mark F. Schumock
Assistant Attorney General

Agreement Scope for Benton County (GCB3420) Exhibit A

Scheduled
Ready to Bill
Cancelled
Billed Not Paid
Report in Progress
Paid

Structure Id	Bridge No	Bridge Name	Type	Freq.	Last Insp.	Next Insp.	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
08156700	309500042	DISTRICT LINE CHANDLER	2MNU	24		12/1/2023		$1,217.56		$1,217.56		$1,217.56		$1,217.56		$1,217.56
08591800	121500000	GRANT AVE BRIDGE	2MNU	72		6/1/2025				$1,679.27						$1,679.27
08359100	301000146	HESS ROAD CHANDLER BRDG	2MNU	24		12/1/2023		$1,217.56		$1,217.56		$1,217.56		$1,217.56		$1,217.56
08376500	301000093	HESS RD CHANDLER BRIDGE	2MNU	24		12/1/2023		$1,217.56		$1,217.56		$1,217.56		$1,217.56		$1,217.56
08672200	518000027	TWIN BRIDGES NORTH XING	2MNU	72		6/1/2025				$1,262.83						$1,262.83
08672300	518000009	TWIN BRIDGES SOUTH XING	2MNU	72		6/1/2025				$1,262.83						$1,262.83
08226000	221501583	OIEH CHANDLER BRIDGE	2MNU	24		12/1/2023		$1,217.56		$1,217.56		$1,217.56		$1,217.56		$1,217.56
					Total for Year			$4,870.24		$9,075.17		$4,870.24		$4,870.24		$9,075.17
					Cumulative Total		$0.00	$4,870.24	$4,870.24	$13,945.41	$13,945.41	$18,815.65	$18,815.65	$23,685.89	$23,685.89	$32,761.06

Exhibit B
Cost Rates Bridge Inspection Estimated Hourly Rate

Type of Inspection	Estimated Hourly Labor Rates	Estimated Hourly OT Labor Rates	Estimated Hourly Equipment Rates
2 MAN UBIT INSPECTION			
1 Bucket Operator & 1 UBIT Driver	**$ 141.58**	**$ 184.98**	**$ 77.14**
Excludes Lead Inspector			
BE3-BE3			
3 MAN UBIT INSPECTION			
1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver	**$ 225.99**	**$ 296.49**	**$ 77.14**
BE3-BE3-BE5			
ROUTINE/SAFETY INSPECTION			
1 Lead Inspector & 1 Co-Inspector	**$ 155.20**	**$ 204.00**	**$ 4.20**
BE5-BE3			
DECK/TUNNEL/FERRY TERMINALS			
1 Lead Inspector & 1 Co-Inspector	**$ 168.82**	**$ 223.02**	**$ 10.93**
BE5-BE5			
UNDERWATER BRIDGE INSPECTION			
3 Man Dive Team	**$ 253.23**	**$ 334.53**	**$ 20.81**
BE5-BE5-BE5			
UNDERWATER BRIDGE INSPECTION			
4 Man Dive Team	**$ 337.64**	**$ 446.04**	**$ 20.81**
BE5-BE5-BE5-BE5			

Title: Hourly Labor Rates 9/1/21	Estimated Hourly Rate:	Estimated O/T Hourly Rate:
Bridge Engineer 3 - Range 64	$ 70.79	$ 92.49
Bridge Engineer 4 - Range 68	$ 77.25	$ 101.62
Bridge Engineer 5 - Range 72	$ 84.41	$ 111.51
Bridge Engineer 6 - Range 76	$ 92.26	$ 122.33

Inspection Vehicles: Rates Assumed 7/1/21		
Ford	E350 4x4 Van	$ 4.20
Ford	F250	$ 5.69
Ford	Econoline Van E350	$ 4.20
Ford	F450	$ 9.60
2019 Munson	26 FT Dive Aluminum	$ 11.21
Boat W/Trl & Trailer Tandem Shell	Boat W/Trl	$ 1.33
Inernational	UBIT 62 Foot	$ 72.94

Notes:

Actual Labor Rates will be charged

Fiscal Year 2021 Federal Indirect Cost Rate of 12.98% will be added to Invoices

Hourly Rates Do Not Include Traffic Control

Exhibit "B" Cost Rates
Bridge Inspection Estimated Hourly Rate

County	Seasonal Lodging Rates	Total Daily Rate Meals & Lodging Without Tax
Adams County		$ 155.00
Asotin County		$ 155.00
Benton County		$ 174.00
Chelan County		$ 155.00
Clallam County	7/1 - 8/31	$ 235.00
	9/1 - 6/30	$ 178.00
Clark County	6/1 - 10/31	$ 256.00
	11/1 - 5/31	$ 226.00
Columbia County		$ 155.00
Cowlitz County	6/1 - 10/31	$ 256.00
	11/1 - 5/31	$ 226.00
Douglas County		$ 155.00
Ferry County		$ 155.00
Franklin County		$ 174.00
Garfield County		$ 155.00
Grant County		$ 155.00
Grays Harbor County	7/1 - 8/31	$ 211.00
Grays Harbor County	9/1 - 6/30	$ 185.00
Island County		$ 155.00
Jefferson County	7/1 - 8/31	$ 235.00
	9/1 - 6/30	$ 178.00
King County	5/1 - 10/31	$ 311.00
	11/1 - 4/30	$ 255.00
Kitsap County		$ 155.00
Kittitas County		$ 155.00
Klickitat County		$ 155.00
Lewis County		$ 155.00
Lincoln County		$ 155.00
Mason County		$ 155.00
Okanogan County		$ 155.00
Pacific County		$ 155.00
Pend Oreille County		$ 155.00
Pierce County		$ 195.00
San Juan County		$ 155.00
Skagit County		$ 155.00
Skamania County	6/1 - 10/31	$ 256.00
	11/1 - 5/31	$ 226.00
Snohomish County	6/1 - 8/31	$ 213.00
	9/1 - 5/31	$ 190.00
Spokane County		$ 184.00
Stevens County		$ 155.00
Thurston County	9/1 - 10/31	$ 186.00
	11/1 - 8/31	$ 207.00
Wahkiakum County		$ 155.00
Walla Walla County		$ 155.00
Whatcom County		$ 155.00
Whitman County		$ 155.00
Yakima County		$ 155.00

Fiscal Year 2021 Federal Indirect Cost Rate of 12.98% will be added to Invoices

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Letter to ICSolutions, LLC - Notice of Intent of Non-Renewal
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Ryan Lukson; Purchasing Department

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *PA reviewed ~ mf*

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 2017-253 dated April 4, 2017, the Board of Commissioners approved the personal service contract between Benton County and Inmate Calling Solutions, LLC dba/ICSolutions, LLC for a five (5) year contract that will expire April 4, 2022.

The attached letter is to advise ICSolutions that Benton County is exercising its right to provide at least ninety (90) days' written notice of its intent of non-renewal prior to contract expiration pursuant to Section 2 of the contract.

Benton County will solicit proposals for inmate telephone services to ensure we are providing the best services for our inmates.

Fiscal Impact

N/A

Recommendation

Approve the attached letter providing ICSolutions, LLC notice of intent of non-renewal prior to contract expiration pursuant to Section 2 of the contract and authorize the Chairman Pro-Tem to sign said letter.

Suggested Motion

Approve as part of the Consent Agenda.

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

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

December 14, 2021

Mr. Don Newsome
ICSolutions, LLC
2200 Danbury Street
San Antonio, TX 78217
dnewsome@icsolutions.com

Re: Contract between Benton County and ICSolutions, LLC – Resolution 2017-253 & First Contract Amendment – Resolution 2017-472

Mr. Don Newsome,

The purpose of this letter is to advise you that Benton County is exercising its right to provide at least ninety (90) days' written notice of its intent of non-renewal prior to Contract expiration pursuant to Section 2 of our Contract. Section 2 states as follows:

Section 2 – DURATION OF CONTRACT: The term of this Contract shall begin upon signature of both parties and the "Cutover Date" shall begin upon the date inmates within the COUNTY'S control begin placing telephone calls from the Equipment provided in Exhibit B. CONTRACTOR agrees the Cutover Date to be no more than 150 days after execution of the Contract. The Contract shall remain in effect for five (5) years from the date of execution and shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal.

Our Contract was executed April 4, 2017 and will thus expire April 4, 2022 pursuant to the terms of our Contract and this notice of intent of non-renewal. Benton County will solicit proposals for inmate telephone services to ensure we are providing the best services for our inmates and look forward to ICSolutions participating in that process.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

_____
Shon Small, Chairman Pro-Tem

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Bock Consulting, Inc Personal Service Contract
Presenter:	N/A
Prepared By:	Adam Morasch, Risk Manager
Reviewed By:	Mary Christen, Administrative Assistant

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

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

Summary / Background Information

Benton County has a contract with Bock Consulting, Inc to provide occupational health consultation services for Benton County employees and said contract is set to expire on December 31, 2021. Benton County wishes to continue offering these occupational health consultation services to employees.

Fiscal Impact

N/A

Recommendation

Approve the attached Resolution and sign the attached Personal Service Contract between Benton County and Bock Consulting, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND BOCK CONSULTING, INC FOR OCCUPATIONAL HEALTH CONSULTATIONS

WHEREAS, per Benton County resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost..."; and

WHEREAS, Benton County has worked with Bock Consulting, Inc. through Benton County's workers compensation third party administrator; and

WHEREAS, occasionally Risk Management has the need to work directly with Bock Consulting to provide services including but not limited to Ergonomic Assessments, ADA Compliance Assessments, and Job Analysis Assessments; and

WHEREAS, the Risk Manager recommends continuing utilizing Bock Consulting, Inc. for occupational health consultation services; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and agrees to sign the attached agreement between Benton County and Bock Consulting, Inc for a contract amount not to exceed $20,000.00 including WSST; and

BE IT FURTHER RESOLVED, the contract shall begin immediately upon execution by both parties and expire on December 31, 2023.

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

Orig: A. Morasch
cc: Auditor; S. Godinez.

Prepared by: A. Morasch

BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BOCK CONSULTING, INC**, a corporation organized under the laws of the State of Washington with its principal offices at 11410 NE 124th Street, Suite #213, Kirkland, WA 98034(hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions; and
b. Exhibit A, Bock Consulting Services and Hourly Rates.

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties and shall expire on **December 31, 2023**. 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 perform as-needed consulting services requested by the COUNTY related to workers compensation claims and vocation issues. A detailed description of the services to be performed by the CONTACTOR as needed is set forth in Exhibit A, "Bock Consulting Services and Hourly Rates", which is attached hereto and incorporated herein by reference.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Craig Bock
Address:	11410 NE 124th Street, Suite #213 Kirkland, WA 98034
Phone:	(425) 823-7115
Fax:	(425) 823-7125
Email:	craig@bockconsulting.com

b. For COUNTY:

Name:	Adam Morasch
Address:	7122 W Okanogan Pl., Bldg E#330 Kennewick, WA 99336
Phone:	(509) 736-3082
Email:	adam.morasch@co.benton.wa.us

5. COMPENSATION

For the services performed under this Contract, the CONTRACTOR shall be paid as follows:

a. All as-needed services performed by the CONTACTOR under this Contract shall be compensated in accordance with the applicable hourly rates set forth in Exhibit A, "Bock Consulting Services and Hourly Rates", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Twenty Thousand Dollars and Zero Cents ($20,000.00),including W.S.S.T.

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

d. The CONTRACTOR may, in accordance with Exhibit A submit invoices to the 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. E #330, 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 ten (10) 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.

- 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: 11/23/2024

FOR: BOCK CONSULTING, INC.

_____
Signature

OWNER
Title:

CRAIG BOCK
Print Name

Exhibit A

Bock Consulting Services and Hourly Rates

Vocational Consulting/Employability Assessments:	$170/hr
Aptitude, Interest, and IQ Testing:	$170/hr
Field Nurse Case Management:	$150/hr
Ergonomic Evaluations:	$170/hr
Preparation of Job Analyses:	$170/hr
Expert Testimony:	$250/hr
Compensation Cost Analyses:	$250/hr
Loss of Earning Capacity Evaluations:	$250/hr
ADA Compliance Consulting:	$250/hr
Return to Work Program Policies/Procedure Consulting:	$250/hr

Adam Morasch

From: Eric Andrews
Sent: Wednesday, December 1, 2021 9:15 AM
To: Adam Morasch
Cc: Mary Christen
Subject: RE: Bock Consulting Contract

I approve as to form.

R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

From: Adam Morasch <Adam.Morasch@co.benton.wa.us>
Sent: Wednesday, November 24, 2021 9:07 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Mary Christen <Mary.Christen@co.benton.wa.us>
Subject: Bock Consulting Contract

Good Morning Eric.
Please find the following renewal contract for your reference and review.

1. 1-1-2022 – Contract with Bock Consulting_signed.

Not much was changed here – updated the dates, terms and Craig had one rate change that he amended. Other than that, it should be like the last one we had with Bock Consulting.

I am happy to come and pick up after you have signed it Eric…just let me know.

Thank you.
Adam

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 14, 2021
Subject:	Contract w/ Bluepearl Washington Practice Entity, P.C. for Surgical Veterinarian Services
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 currently maintains a contract with Vista Veterinary Hospital for general as-needed veterinarian medical services for the Sheriff's Office Canines. One of the canines needs a specialized medical procedure that cannot be performed locally.

Section 5.3.2 of the Procurement, Leasing, and Contracting policy states that qualifications and performance are the primary considerations in selecting the contractor with price secondary or subject to negotiation. The County need not advertise or follow a formal competitive bidding procedure for service contracts.

The Sheriff's Office solicited a quote from Bluepearl Washington Practice Entity, P.C., reviewed it for completeness, and recommends executing a contract with Bluepearl Washington Practice Entity, P.C. A contract has been prepared and reviewed and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by Bluepearl Washington Practice Entity, P.C.

Fiscal Impact

Amount: $8,000.00 including WSST

Fund: Fund #148-101 Dept 121 Public Safety Sales Tax Fund

Recommendation

The Sheriff's Office recommends the Board execute the contract with Bluepearl Washington Practice Entity, P.C. for surgical veterinarian services.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A CONTRACT WITH BLUEPEARL WASHINGTON PRACTICE ENTITY, P.C. FOR SURGICAL VETERINARIAN SERVICES FOR SHERIFF'S OFFICE CANINE

WHEREAS, the County currently maintains a contract with Vista Veterinary Hospital for general as-needed veterinarian medical services for the Sheriff's Office Canines; and

WHEREAS one of the canines needs a specialized medical procedure that cannot be performed locally; and

WHEREAS, Section 5.3.2 of the Procurement, Leasing, and Contracting policy states qualifications and performance are the primary considerations in the selection of the contractor with price being secondary or subject to negotiation, and the County need not advertise or follow a formal competitive bidding procedure for service contracts; and

WHEREAS, the Sheriff's Office solicited a quote from Bluepearl Washington Practice Entity, P.C., reviewed it for completeness, and recommends executing a contract with Bluepearl Washington Practice Entity, P.C.; and

WHEREAS, a contract has been prepared, and reviewed and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by Bluepearl Washington Practice Entity, P.C.; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Sherriff's Office recommendation and agrees to execute the contract with Bluepearl Washington Practice Entity, P.C. for surgical veterinarian services in an amount not to exceed $8,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the contract shall begin on the date last signed and expire on May 31, 2022.

Dated this 14th day of December 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Department
C: Auditors, PA, Procurement, Sheriff's Office

P. Schut

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY,** a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BLUEPEARL WASHINGTON PRACTICE ENTITY, P.C.,** a Professional Service Corporation in the State of Washington, with its principal offices at 2950 Busch Lake Blvd, Tampa, FL 33614 (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 – Quote
b. Exhibit B – Authorization Form

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on May 31, 2022. The CONTRACTOR shall endeavor to 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, through its licensed veterinarians and qualified employees at 2510 84TH Street South, STE 30D, Lakewood, WA 98499, shall provide veterinarian medical services and supplies for Benton County in accordance with the attached Exhibit A. The Contract Representative for the COUNTY must provide CONTRACTOR with Exhibit B – Authorization Form prior to any surgical procedure.

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 COUNTY does not guarantee the utilization of this Contract. The COUNTY may award contracts to other vendors for similar services. Actual utilization will be based on availability or any other factor deemed important to 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:	Dr. Daniel Hicks
Address:	2510 84th Street South, STE 30D Lakewood, WA, 98499
Phone:	253-474-0791

b. For COUNTY:

Name:	Deputy David Frederick
Address:	7122 W. Okanogan Place; Bldg. A Kennewick, WA 99336
Phone:	509-735-6555
Email:	David.Frederick@co.benton.wa.us

5. COMPENSATION

a. The CONTRACTOR shall provide the services set forth herein consistent with the compensation set forth in Exhibit A. Contract Representative is authorized to approve CONTRACTOR services for unforeseen medical expenses up to a maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract not to exceed Eight Thousand Dollars and Zero Cents ($8,000.00), excluding W.S.S.T.

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

c. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during

the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

d. 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. 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 throughout the term of this Contract. 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. 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 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 covering 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. Contractor may comply via blanket endorsements and evidence on certificate of insurance.

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 unless COUNTY is found negligent.

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 unless COUNTY is found negligent.

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 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.**

5. 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.

6. 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.

7. 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 blanket additional insured 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.

9. TERMINATION

a. Either party may terminate this Contract in whole or in part whenever the terminating party determines in its sole discretion that such termination is in the best interests of the Party. Either party may terminate this Contract upon giving thirty (30) days written notice by certified mail to the non-terminating party. In the event of termination, 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.

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 which shall not be unreasonably withheld.

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 twenty-four (24) months 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. 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.

17. CONFIDENTIALITY

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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).

24. 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.

25. 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: 12/2/21

FOR: BLUEPEARL WASHINGTON PRACTICE ENTITY, P.C

Tara E Parker
Signature

Sr. Practice Manager
Title:

Tara E Parker
Print Name

Exhibit A - Quote

BluePearl Veterinary Partners - Tacoma

bluepearlvet.com
2510 84th Street South Suite 30D, Lake
Lakewood, WA 98499

(253) 474-0791

Benton County Sheriff's Dept
7122 W Okanogan Pl
Bldg A
Kennewick, WA 99336

Client ID: 263946
Treatment Plan ID: 50215
Expiration Date: 9/25/2021

Patient ID:	394110	Species:	Canine	Weight:	34.70 kilograms	Sex:	Male
Patient Name:	Sable	Breed:	Shepherd, German Mix	Birthday:	03/15/2018		

	Description	Staff Name	Low Qty.	Low Amount	High Qty.	High Amount
7/27/2021	Catheter, I.V.	Daniel G. Hicks, DVM, MS, D	1.00	$113.50	1.00	$113.50
7/27/2021	Heska Mini Panel		1.00	$118.75	1.00	$118.75
7/27/2021	Hydromorphone 2mg/ml Inj. (per ml)		1.70	$45.44	1.70	$45.44
7/27/2021	Midazolam 5 mg/ml Inj (ml)		1.40	$46.15	1.40	$46.15
7/27/2021	Propofol 10mg/ml Inj. (per ml)		20.00	$77.95	20.00	$77.95
7/27/2021	Anesthesia Induction		1.00	$31.50	1.00	$31.50
7/27/2021	Surgery, Lumbosacral Decompression		1.00	$1,251.00	1.00	$1,251.00
7/27/2021	NE-Spinal Surgery		1.00	$0.00	1.00	$0.00
7/27/2021	Anesthesia Isoflurane Initial 30 minutes		1.00	$236.75	1.00	$236.75
7/27/2021	Anesthesia Isoflurane ea add 15minutes		10.00	$717.50	12.00	$861.00
7/27/2021	Acepromazine 10 mg/ml Inj. (per ml)		1.00	$42.59	1.00	$42.59
7/27/2021	Fentanyl 0.05 mg/ml Inj. (per ml)		40.00	$131.75	40.00	$131.75
7/27/2021	CRI Setup per Bag		1.00	$39.25	1.00	$39.25
7/27/2021	SX, OR & Pack, Level II		1.00	$274.25	1.00	$274.25
7/27/2021	SX, Suture PDS Pack each		2.00	$57.50	2.00	$57.50
7/27/2021	SX, Gelfoam Sheet		1.00	$36.00	3.00	$108.00
7/27/2021	SX, Bone Wax		1.00	$25.25	2.00	$50.50
7/27/2021	Surgery, Sterile Supplies		1.00	$238.75	1.00	$238.75
7/27/2021	SX, Suture Monocryl Pack each		1.00	$24.25	1.00	$24.25
7/27/2021	Fluid Therapy, IV Up to 12 hrs(SetPumBa		2.00	$131.50	3.00	$197.25
7/27/2021	Primapore Dressing 20x10		1.00	$15.50	1.00	$15.50
7/27/2021	Bair Hugger Warmer		1.00	$55.25	1.00	$55.25
7/27/2021	Cefazolin 100mg/ml Inj (per ml)		7.60	$87.00	7.60	$87.00
7/27/2021	Carprofen(Rimadyl) 50mg/ml Inj(per ml)B		1.50	$76.66	1.50	$76.66
7/27/2021	Pantoprazole(Protonix)4mg/ml (per ml)		8.70	$69.07	8.70	$69.07
7/27/2021	Hospitalization/Nurs Level 3-Up to 12hr		1.00	$0.00	1.00	$0.00
7/27/2021	Hospitalization - Level 3 - Up to 12hrs		2.00	$136.50	3.00	$204.75
7/27/2021	Nursing - Level 3 - Up to 12hrs		2.00	$316.00	3.00	$474.00
7/27/2021	Overnight Doctor Care		1.00	$109.25	1.00	$109.25
7/27/2021	SX, Screw Cortex (all sizes) AV		1.00	$27.00	2.00	$54.00
7/27/2021	Radiograph Post-Op		1.00	$0.00	1.00	$0.00
7/27/2021	Radiograph Post-Op		1.00	$95.50	2.00	$191.00
7/27/2021	Radiograph -Radiologist Review Recheck		1.00	$95.50	1.00	$95.50
7/27/2021	Medications to go home		1.00	$200.00	1.00	$250.00

BluePearl Veterinary Partners - Tacoma

bluepearlvet.com
2510 84th Street South Suite 30D, Lake
Lakewood, WA 98499

(253) 474-0791

Benton County Sheriff's Dept
7122 W Okanogan Pl
Bldg A
Kennewick, WA 99336

Client ID: 263946
Treatment Plan ID: 50215
Expiration Date: 9/25/2021

Patient ID:	394110	Species:	Canine	Weight:	34.70 kilograms	Sex:	Male
Patient Name:	Sable	Breed:	Shepherd, German Mix	Birthday:	03/15/2018		

Low Subtotal:	$4,922.86	High Subtotal:	$5,628.11
Low Total:	**$4,922.86**	**High Total:**	**$5,628.11**

EXHIBIT B – AUTHORIZATION FORM

By my signature below, I confirm that I am over the age of 18 and am the owner (or authorized representative) of the patient, that I authorize BluePearl Specialty + Emergency Pet Hospital and its staff to perform the treatment, and that all my questions regarding the treatment, procedure(s), recovery, side effects and risks involved, use of anesthesia (if applicable), and estimated fees have been answered. I understand that no guarantee of successful treatment is made.

I authorize the use of anesthesia and other medication as deemed necessary by the veterinarian. I have been advised about the nature of this procedure and understand the risks involved. I also understand that sedation/anesthesia carries its own risks, including death or serious injury, even in apparently healthy animals.

(1) Last time patient had food (including treats) _____ am/pm

(2) Has your pet had any previous reactions to sedation or anesthesia? Yes No (circle one)

If my pet suffers a respiratory or cardiac arrest, I authorize the following resuscitative measures:

__ I DO wish for my pet to be resuscitated in the event of cardiac or respiratory arrest.

__ I DO NOT wish for my pet to be resuscitated in the event of cardiac or respiratory arrest.

Please note, your CPR/DNR choice selected on this Estimate will control over any prior CPR/DNR selection you have previously selected.

I understand that unforeseen circumstances may alter the final treatment and cost. If I am unable to be reached and the treating veterinarian determines additional medical treatment is necessary, I authorize the treating veterinarian to provide that treatment and that I will be responsible for all costs. I understand that if costs exceed the treatment plan, I will be responsible to pay for additional amounts not covered by the estimate.

_____ _____

Signature – County Representative Date

_____

Phone Number

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/14/2021
Subject:	2021 Bi-County Resolution Adopting Percentage Rates for Salaries, Benefits & IT Assessments
Presenter:	N/A
Prepared By:	Tiffany Runge
Reviewed By:	Samuel Swanberg, Presiding Judge

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

Resolution to establish percentage rates for salaries, benefits and information technology assessments for the Benton & Franklin Counties Superior Court 2022 budgets.

Fiscal Impact

No fiscal impact.

Recommendation

Recommend approval of resolution.

Suggested Motion

N/A – Consent Agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION _____

FRANKLIN COUNTY RESOLUTION 2021-272

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

IN THE MATTER OF ADOPTING THE PERCENTAGE RATES FOR SALARIES, BENEFITS, AND INFORMATION TECHNOLOGY ASSESSMENTS FOR 2022 BENTON AND FRANKLIN SUPERIOR COURT SALARIES, BENEFITS, AND INFORMATION TECHNOLOGY ASSESSMENT BUDGETS

WHEREAS, the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2017-080 and Franklin County 2017-11 a Memorandum of Understanding regarding the allocation of the Benton and Franklin Superior Court salaries, benefits, and information technology assessments and established an administrative fee of 5% on Franklin County's allocation of the total Benton and Franklin Superior Court salaries, benefits, and information technology assessments; and

WHEREAS, the approved 2022 Benton and Franklin Superior Court salaries, benefits, and information technology assessments Budget was submitted and based upon the ratio of Civil and Criminal actions commenced in Superior Court in each county per the Caseload of the Courts of Washington data table attached, Franklin County is now responsible for 29% plus an administrative fee of 5%, effective January 1, 2022; **NOW THEREFORE,**

BE IT RESOLVED, Benton County shall invoice Franklin County monthly for the County's pro rata share of the expenses incurred in the 2022 Benton and Franklin Superior Court salaries, benefits, and information technology assessments; and

BE IT FURTHER RESOLVED, Franklin County's payment to the Benton County Treasurer shall be no later than 20 days of the date of each invoice thereafter (February 15th invoice, for the month of January expenses, payment due March 6th), and so forth.

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

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

_____
Clerk of the Board

Dated this . . 30 . . day of . . NOV . . .. 2021.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

_____
Clerk of the Board

Prepared by: T. Runge

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

ATTACHMENT "A"

Benton and Franklin Counties Superior Court
Year 2022 Budget (Cost Allocation)

Case Filings by County:

	Civil	Criminal	Combined	% of Use
Benton County	3,477	1,636	5,113	71%
Franklin County	1,407	684	2,091	29%
TOTAL:	4,884	2,320	7,204	100.00%

* 2020 Caseload data was provided by the Washington State Administrative Office of the Courts

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/14/2021
Subject:	2022 Participant Position Allocation for Benton & Franklin Adult and Juvenile Drug Court Programs, New at Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probations, Detention Mental Health and Education Employment Training Program Programs
Presenter:	N/A
Prepared By:	Tiffany Runge & Crystal Garcia
Reviewed By:	Samuel Swanberg, Presiding Judge

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

2022 Bi-County Resolution to establish participation position allocations for the Benton & Franklin Counties Adult and Juvenile Drug Court Programs and Functional Family Therapy Program based upon the annual number of participant positions. Establish participation percentage splits for Benton & Franklin Counties Selective Aggressive Probation Program, Detention Mental Health and Education Employment Training Programs based on the annual at-risk-youth population. Position allocations and percentage splits are necessary to determine the Benton & Franklin Counties Superior Court and Juvenile Court 2022 budgets

Fiscal Impact

No fiscal impact.

Recommendation

Recommend approval of resolution.

Suggested Motion

N/A – Consent Agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2021-271

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

IN THE MATTER OF ADOPTING THE PARTICIPANT POSITION ALLOCATION FOR THE 2022 BENTON AND FRANKLIN ADULT AND JUVENILE DRUG COURT PROGRAMS; AND ADOPTING NEW AT RISK YOUTH POPULATION PERCENTAGE SPLIT FOR FUNCTIONAL FAMILY THERAPY (FFT), SELECTIVE AGGRESSIVE PROBATIONS (SAP), DETENTION MENTAL HEALTH, AND EDUCATION EMPLOYMENT TRAINING PROGRAM (EET) PROGRAMS

WHEREAS, the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2019-141 and Franklin County 2019-042 a Memorandum of Understanding regarding the allocation of Adult and Juvenile Drug Court and Functional Family Therapy (FFT) Programs; and

WHEREAS, Joint Resolution Benton County 2019-141 and Franklin County 2019-042 established an administrative fee of 7.5% on Franklin County's allocation of the total 2022 Benton and Franklin Adult and Juvenile Drug Court, Functional Family Therapy (FFT), Selective Aggressive Probation (SAP), Detention Mental Health and Education Employment Training (EET) Programs Budget; and

WHEREAS, For Adult and Juvenile Drug Court and Functional Family Therapy FFT, Franklin County's responsible amount is based upon the annual number of participant positions allocated to each county as approved through each county's budget process, data table attached hereto as Attachment "A", plus a 7.5% administrative fee, effective January 1, 2022; and

WHEREAS, For Selective Aggressive Probation (SAP), Detention Mental Health, and Education Employment Training (EET), Franklin Counties portion is based on the annual at-risk-youth population percentage split, data table attached hereto as Attachment "B", plus a 7.5% administrative fee, effective January 1, 2022; **NOW THEREFORE,**

BE IT RESOLVED, Benton County shall invoice Franklin County monthly for the County's pro rata share of the expenses incurred in the 2022 Benton and Franklin Adult and Juvenile Drug Court, Functional Family Therapy (FFT), Selective Aggressive Probation (SAP), Detention Mental Health, and Education Employment Training (EET) Programs Budget; and

BE IT FURTHER RESOLVED, Franklin County's payment to the Benton County Treasurer shall be no later than 20 days of the date of each invoice thereafter (February 15th invoice, for the month of January expenses, payment due March 6th), and so forth.

///

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

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

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

Clerk of the Board

Dated this . 30 . . . day of . NOV . . . ., 2021.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

Clerk of the Board

2021-271

Prepared by: T. Runge

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

ATTACHMENT A

Adult and Juvenile Drug Court and FFT Programs Per Joint Resolution BC 2019-141 and FC 2019-042

Source: Prior to Budget Adoption

	Participant Positions Allocation			Participant %	
	Benton County	Franklin County	Total	BC %	FC%
Adult Drug Court	50	20	70	71.43%	28.57%
Juvenile Drug Court	22	3	25	88.00%	12.00%
FFT	17	8	25	68.00%	32.00%

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

ATTACHMENT B

All costs associated with the SAP, Detention Mental Health, and EET Program shall be split between Benton County and Franklin County based upon the ratio of each county's juvenile youth-at-risk population of 12-17 year-old averaged over a five year time period as stated in the MOU set forth in Benton County Resolution 2019-141 and Franklin County Resolution 2019-042.

Source: https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/estimates-april-1-population-age-sex-race-and-hispanic-origin
County (Special age groups): 2010-2018

- Selective Aggressive Probation (SAP)
- Detention Mental Health
- Education Employment Training (EET)

	Total	2020	2019	2018	2017	2016
Benton County	85,945	17,907	17,483	17,102	16,819	16,634
Franklin County	48,292	10,081	9,883	9,646	9,430	9,252
Combined	134,237	27,988	27,366	26,748	26,249	25,886

5-Year Rolling Average

Rolling Average Benton County	17,189
Rolling Average Franklin County	9,658
	26,847

2022 Percentage Split	
Benton County	64.02%
Franklin County	35.98%

cc: BC Commissioners, FC Commissioners Juvenile, Auditor, Treasurer

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/14/2021
Subject:	Approved LIT for Position Change
Presenter:	Shela Berry
Prepared By:	Shela Berry
Reviewed By:	Doug D'Hondt

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

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

Summary / Background Information

On 11/30/2021 Benton County Board of Commissioners approved Resolution Number 2021-856 authorizing the Assistant Operations Manager be replaced by the Administrative Assistant position. The attached LIT was not included in this original request.

Fiscal Impact

No fiscal impact.

Recommendation

Approve the attached LIT authorizing the funds be moved from the Assistant Operations Manager, non-bargaining grade 19, to the Administrative Assistant, non-bargaining grade 15.

Suggested Motion

I move to approve the Benton County Public Works Department line-item transfer authorizing the funds be moved from the Assistant Operations Manager, non-bargaining grade 19, to the Administrative Assistant, non-bargaining grade 15.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND NUMBER 0101101, DEPARTMENT NUMBER 500

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

Prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: ROAD Dept Nbr: 500

Fund Name: County Road Fund Nbr: 0101101

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
543.700	1554	Assistant Operations Manager	$151,671	543.700	1554	Administrative Assistant	$151,671
TOTAL			$151,671	TOTAL			$151,671

Explanation:

This LIT is necessary to move funds from Assistant Operations Manager Grade 19 Non Bargaining, to the Administrative Assistant Grade 15 Non Bargaining position to reflect the regrade and reclassification that was approved by the Benton County Board of Commissioners on 11/30/2021 Resolution Number 2021-856.

Prepared by: Shela Berry Date: 02-Dec-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/14/2021
Subject:	2022 1-Yr Road Program & Equipment Purchases
Presenter:	Douglas D'Hondt
Prepared By:	Shela Berry
Reviewed By:	Douglas D'Hondt

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

Type of Agenda Item:	**Type of Action Needed:**	
☐ 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

WAC 136-16-010 requires that the County Engineer annually submit to the Board a 1- year outlook for the County Road fund which includes expenditures of maintenance, administration, capital projects and equipment purchases.

The County Engineer has prepared such a report and is submitting it to the Board for their review and approval.

Fiscal Impact

Amount: Refer to attached reports that show anticipated expenditures for the Road Fund. All expenditures are included in the biennial budget.

Fund: **0101101.500**

Recommendation

Staff recommends the Board adopt the 1-year road program as presented.

Suggested Motion

I move to approve the Resolution approving the Benton County 2022 Annual Road Program.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE BENTON COUNTY 2022 ANNUAL ROAD PROGRAM

WHEREAS, the Board adopted the 2022-2027 Comprehensive Six-Year Road Program on August 10, 2021 per Resolution 2021-609; and

WHEREAS, the Benton County Engineer recommends adoption of the One-Year Road Program for 2022, it appearing to be in the best public interest; **NOW, THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, that the 2022 Annual Road Program, a copy of which is attached, is hereby adopted.

Dated this 14th day of December 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works S. Berry

2022 Benton County Road Program

Approved by the

Board of County Commissioners

on

December 14, 2021

Jerome Delvin
Shon Small
Will McKay

2022 Benton County Road Program

Approved by the

Board of County Commissioners

on

December 14, 2021

Jerome Delvin
Shon Small
Will McKay

2022 Road Program
Estimated Revenues

B.A.R.S.#		COUNTY	STATE	FEDERAL	OTHER	TOTAL
291.74.0001	Beginning Road Fund Balance	8,288,422	-	-	-	8,288,422
311.10.0000	Road Levy	6,275,831	-	-	-	6,275,831
317.20.0001	Leasehold	-	130,000	-	-	130,000
321.91.0501	Franchise Fee	29,333		-	-	29,333
322.90.0002	Trail Access Permits	-	-	-	-	-
336.00.7500	Multimodal Transportation - Counties	-	152,345	-	-	152,345
336.00.8901	Gas Tax (County Apportionment)	-	3,570,554	-	-	3,570,554
341.43.0005	Personnel Admin Services by Co Road	12,000	-	-	-	12,000
341.82.0001	Road & Engineering Services	-	-	-	7,500	7,500
344.10.9000	Road Maintenance Services	7,500	-	-	-	7,500
344.10.9002	Road Construction & Engr Services	-	-	-	10,000	10,000
344.10.0501	Various Road Repairs	13,000	-	-	-	13,000
344.19.0502	Plat Road/Access Road/Encroachment Review	25,000	-	-	-	25,000
344.19.0503	Road Vacations / Affidavits of Correction	500	-	-	-	500
344.27.0502	Road Signs	1,000	-	-	-	1,000
344.27.0504	Tourist Information Signs	1,000	-	-	-	1,000
361.11.0001	Interest	92,800	-	-	-	92,800
362.50.0001	Other Rents	5,992	-	-	-	5,992
367.00.0001	Contributions / Donations	-	-	-	-	-
367.00.0006	Traffic Mitigation Fee	294,100	-	-	-	294,100
369.10.0501	Sale of Salvage - Road	-	-	-	-	-
369.40.0501	Judgements and Settlements	-	-	-	-	-
369.91.0001	Miscellaneous Other	2,500	-	-	-	2,500
369.91.0502	Miscellaneous Revenues (REA Capital Payment)	200	-	-	-	200
389.30.0001	Sales Tax Collection	1,700	-	-	-	1,700
395.10.0501	Sale of Fixed Assets - Road	-	-	-	-	-
	Subtotal Road Fund	15,050,878	3,852,899	-	17,500	18,921,277
397.10.0000	Operating Transfers-In to Road Fund	-	-	-	-	-
397.10.0103	Flood Control	-	-	-	1,000	1,000
397.10.0114	Paths & Trails Reserve Fund	-	-	-	62,500	62,500
397.10.0144	Rural County Capital Fund	-	-	-	925,000	925,000
397.10.1102	CRIMP Fund	-	-	-	2,165,585	2,165,585
	Subtotal Operating Transfers	-	-	-	3,154,085	3,154,085
	GRANT / MATCHING FUNDS					
333.20.2052	HSIP	-	-	746,100	-	746,100
333.20.2057	STP/E Enhancement (TEP)(TAP)			1,175,000		1,175,000
334.03.7100	CRAB (Rural Arterial Program)					-
334.03.7200	CAPP (Arterial Preservation)	-	428,154	-	-	428,154
	Subtotal Grant/ Matching Funds	-	428,154	1,921,100	-	2,349,254
	GRAND TOTAL ROAD REVENUES	15,050,878	4,281,053	1,921,100	3,171,585	24,424,616

2022 Road Program
Estimated Expenditures

		COUNTY ROAD FUND	STATE	FEDERAL	OTHER	TOTAL
	Traffic Law Enforcement (Diversion of County Road Funds)	664,575	-	-	-	664,575
542.00	Maintenance	11,493,559		-	-	11,493,559
543.00	Administration	1,175,450	-	-	-	1,175,450
544.00	Operations	936,768	-	-	-	936,768
586.00	Agency Disbursements to WS Dept of Revenue	-	-	-	-	-
591.950.7800	Redemption of Long-Term Debt (PWTF Loan SR397)	197,750	-	-	-	197,750
592.950.8300	Interest and Other Debt Service Costs (PWTF Loan SR397)	2,967	-	-	-	2,967
594.420.6400	Equipment	400,000				400,000
594.420.6430	Capital Software	-				-
	Subtotal	14,871,069	-	-	-	14,871,069
Fund Source	**595.00 Construction**					
						-
						-
Road/STPR	Plymouth Road Pavement Overlay	173,410		1,560,694		1,734,104
Road	Crosby Road - Phase II	225,000				225,000
Road/HSIP	Guardrail and Guidepost - County Wide 2019	50,540		454,860		505,400
Road/HSIP	Guardrail and Guidepost - County Wide 2021	59,000		533,000		592,000
CRAB/RAP	Hanks Road Phase 1	10,000	100,000			110,000
						-
						-
Road	Paths and Trails	20,000				20,000
Road	Railroad Crossing	20,000				20,000
Road	Emergent Projects	250,000	-	-	-	250,000
	Subtotal	807,950	100,000	2,548,554	-	3,456,504
	518.62 Jobbing and Contract Work					
518.62	County	-	-	-	-	-
518.62	City	-	-	-	-	-
	Subtotal	-	-	-	-	-
	GRAND TOTAL ROAD EXPENDITURES	15,679,019	100,000	2,548,554	-	18,327,573

2022 Road Equipment Purchases

QTY		COST	REPLACEMENT YES/NO	FUND
N/A	Miscellaneous Minor Equipment	$25,000	Yes/No	Road
	Grand Total Equipment Expenditures	**$25,000**		

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	14 December 2021
Subject:	Travel Bloggers Exchange North America
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

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

Type of Agenda Item:

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

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

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

Summary

Staff will present a sponsorship proposal from Visit Tri-Cities ("VTC") who is leading organization of the Travel Bloggers Exchange North America ("TBEX") conference to be held in the Tri-Cities in April 2022. Staff has worked with VTC on a package that would put Benton County at the $50,000 sponsorship level, and VTC personnel will probably join for the discussion.

Background

TBEX is a network of travel and lifestyle writers/bloggers and other industry professionals. The network revolves around ongoing series of conferences around the world. The oldest and premier conference is an annual event that circulates around North America called *TBEX North America*. It was a big get for our region when it was announced that TBEX NA 2020 would be coming to the Tri-Cities. Due to the pandemic, the 2020 event was deferred first to fall 2021 and now to spring 2022.

TBEX will bring over 300 travel and media professionals from around the world to the Tri-Cities, plus there will be people from the region converging on our area to mingle with the conference attendees. Direct economic impact will be substantial in regards to hotels, food, and other support and hospitality. Indirectly, Visit Tri-Cities reports that previous host communities have noted that media coverage from hosting TBEX is between 5 to 20 years of their normal press trip impact.

Breakdown of what Benton County's TBEX investment would pay for is in the attached agreement.

Fiscal Impact

Total expenditure will be $50,000, to be paid from Sustainable Development.

Recommendation

Staff recommends entering into the Sponsorship Agreement with Visit Tri-Cities.

Suggested Motion

"I move for passing the resolution authorizing Benton County's sponsorship of the TBEX North America event at the $50,000 level, and directing the County Administrator to sign the Sponsorship Agreement with Visit Tri-Cities to put the sponsorship into effect."

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A SPONSORSHIP AGREEMENT WITH VISIT TRI-CITIES FOR THE "TRAVEL BLOGGERS EXCHANGE NORTH AMERICA" CONFERENCE

WHEREAS, Benton County makes certain monies available through its Sustainable Development Fund for the support of projects, programs, and events that promote visitation of and investment in Benton County and the greater Tri-Cities community; and,

WHEREAS, one of Benton County's longtime community development partners, Visit Tri-Cities, has led a campaign to successfully land the *Travel Bloggers Exchange North America* conference and trade show ("TBEX") for travel and tourism bloggers and other travel industry professionals; and the conference will be held in Kennewick in April 2022; and,

WHEREAS, Visit Tri-Cities has sought sponsorships from throughout the community for assistance in defraying the costs associated with hosting the TBEX conference; and,

WHEREAS, the County believes that its financial participation in sponsoring TBEX is a wise and appropriate investment in economic development and in the near and long-term promotion of our community; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners authorizes the expenditure of **$50,000.00** to be paid from the Sustainable Development Fund to Visit Tri-Cities for sponsorship of the *Travel Bloggers Exchange North America* conference and associated events to be held in and around the Tri-Cities during April 2022. The Board further directs the County Administrator to sign said Sponsorship Agreement thus putting the funding commitment into effect.

Dated this 14th day of December, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Sustainable Development
cc: Visit Tri-Cities

Prepared by: A.J. Fyall

TBEX NORTH AMERICA 2022
VISIT TRI-CITIES, WA
SPONSORSHIP AGREEMENT

This Sponsorship Agreement between Visit Tri-Cities ("VTC") and **Benton County, WA** ("Sponsor") serves to provide an agreement between the "Parties" in support of TBEX North America ("TBEX"), which will be held in the Tri-Cities April 18-21, 2022.

> *TBEX (Travel Bloggers Exchange) is the largest conference and networking event in North America, designed for travel bloggers, online travel journalists, news media and content creators, travel brands, and industry professionals.*

Sponsor has agreed to provide the following support:

SPONSORSHIP LEVEL - $50,000

75% of $50,000 sponsorship will be spent with businesses within Benton County and with businesses providing supplemental support of activities or events being held at those businesses, including transportation, entertainment, and meals, etc.

Sponsorship Breakdown*

Monday pre-BEX Activities	$2,500
Monday meals, snacks, and water during pre-BEX activities	$1,600
Monday Transportation for pre-BEX Activities	$5,500
VIP Reception at Terra Blanca for 150 people	
Food & Beverage and Venue Cost	$9,700
Monday Evening Transportation to Terra Blanca	$1,500
Monday Evening Entertainment at Terra Blanca	$1,300
Flowers, Décor, Signage for Reception	$1,000
Tuesday pre-BEX Activities	$5,000
Tuesday meals, snacks, and water during pre-BEX activities	$1,900
Tuesday Transportation for pre-BEX Activities	$6,500
Apparel with Tri-Cities Logo	
for first 300 registered conference attendees (300 x $45)	$13,500
	$50,000

**If actual costs come in under anticipated costs, remaining funds will be used to offset Conference coffee breaks and meals taking place at the Three Rivers Convention Center.*

In consideration of this sponsorship support, VTC will provide and/or ensure that the following is provided:

Benefits of Sponsorship

DURING THE CONFERENCE

- Reception will be hosted for TBEX VIPs, speakers and sponsors at a venue on Red Mountain.
- Pre-and post-conference excursions will be held in the unincorporated areas of Benton County focusing on wine, recreation and STEM activities.
- Recognition as a Diamond Sponsor on the TBEX Conference website and on-site signage.
- Recognition as the pre-BEX Transportation Sponsor on vehicle signage.

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- Prominent, large format, logo display at conference welcome center at Tri-Cities Regional Airport
- Logo placement as a Diamond Sponsor in keynote sessions
- Option to include an item in attendee gift bags (qty. 400 approx.), printed collateral not recommended, gift item at your expense)*
- Exhibit table in the Sponsor Showcase and inclusion in Speed Networking sessions between industry and bloggers
- Four (4) Industry Professional attendee conference registrations
- Ten (10) passes for opening and/or closing night networking events

*Sponsor is responsible for all costs associated with these optional activities.

LEADING UP TO THE CONFERENCE

- Logo placement as a Diamond Sponsor on the TBEX website with company bio and link back to Sponsor website
- Logo placement as a Diamond Sponsor in the TBEX e-newsletter with link back to your website
- Logo placement as a Diamond Sponsor on the VisitTri-Cities.com/TBEX2022 landing page
- Two (2) blog posts on the TBEX blog (TBEXCon.com/Blog)
- Two (2) social media mentions by TBEX
- Featured article in one (1) TBEX e-newsletter distributed to the TBEX audience

ADDITIONAL

- One (1) blog post on Visit Tri-Cities blog (http://VisitTri-Cities.com/blog/)
- Featured article in one (1) Visit Tri-Cities e-newsletter distributed to Visit Tri-Cities industrypartners
- Six (6) social media highlights across Visit Tri-Cities digital platforms

During the term of this Agreement, Sponsor hereby grants to VTC and TBEX a non-exclusive, personal and non-transferable, right and license to use, publish and display its trademarks (the "Endorsing Sponsor Marks"), as they now exist or as they may be modified or future marks created, solely in connection with this Agreement. No rights or licenses, express or implied, under any intellectual property are granted by either Party to the other except as otherwise is specifically provided under this Agreement or may be provided under a separate agreement or license between the Parties. Upon termination of this Agreement: (a) each party shall immediately cease using the other's Marks and any other materials containing the other's Marks, or any confidential information; and (b) each party shall, within 30 days, return to the other party, or destroy and provide to the other party with written certification of such destruction, all of the other party's property, including but not limited to the other's Marks, and any and all other confidential information provided to the other party under the terms of this Agreement.

Payments are due to VTC and requested as follows

- The First 50% of cash sponsorship due by January 31, 2022.
- The second 50% of cash sponsorship is due March 31, 2022.

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The above outlines the full extent of the Sponsorship Agreement, any other verbal or written offers not contained in the agreement are null and void. VTC is not an agent of TBEX, and bears no responsibility for actions, services and promotions owned and managed by TBEX. It is the Sponsor's obligation to provide materials (logos, marketing materials) of the quality and size requested and certifies to possess the ownerships and rights to publish and distribute any materials provided. This Agreement shall be construed in accordance with the laws of the State of Washington, USA. Any disputes arising from or relating to this agreement shall be venued in Benton County, Washington.

CANCELLATION/POSTPONEMENT

In the event TBEX 2022 is cancelled or postponed, Sponsor may choose to receive a full refund or request to have their investment credited to future rescheduled conference dates for the Tri-Cities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date indicated below

Signed this_____day of_____2021, by

_____	Lara Watkins
Jerrod MacPherson, County Administrator Benton County, WA	Lara Watkins, Director of Convention Sales Visit Tri-Cities