

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, February 15, 2022
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **February 8, 2022**

Review Agenda

Consent Agenda

Auditor

a. 2020 Financial Statement & Audit Management Representation Letter

Juvenile

b. Contract Amendment No. 1 w/Ideal Option for Medical Services

Office of Public Defense

c. Agreement w/WA State Office of Public Defense to Expend Public Defense Grant Funding

Planning

d. Purchase of Water Meters From General Pacific to Monitor & Analyze Water Usage
From Mitigated Wells on Properties Within Benton County

Public Works

e. Line Item Transfer, Fund No. 0101-101, Dept. 500

Purchasing

- f. First Amended Agreement w/Express Employment Professionals for Temporary Landscape Maintenance Staffing
- g. Purchase of One Alamo Mantis Mower from Alamo Industrial for Public Works
- h. Bid Process Authorization for Furnishing Magnesium Chloride for Public Works
- i. Contract w/Western Exterminator Co. for Pest Management Services at Benton County Locations
- j. Purchase Agreement w/KBT Distributing for Bulk Diesel Fuel
- k. Second Amendment w/Codex Corporation for the Guardian RFID System for Inmate Tracking System @ the Jail
- l. Contract w/Geophex LTD for High Resolution Color Digital Orthophotography

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

Scheduled Business

Office of Public Defense Federal Coronavirus Emergency Supplemental Funding Grant ~ E Hsu

Contract Termination Notice w/Lourdes Hospital for Mental Health Services @ the Jail ~ Chief Guerrero

Position Request for Safety and Security Program Coordinator ~ L Wingfield & A Morasch

- **Establishing** the Classification Description
- **Establishing** Salary Placement
- **Transfer** of Funds Within Insurance Management

Request to Proceed with RFP for 2023 – 2024 Public Safety Sales Tax ~ S Palmus & L Ivey

Dedication of ARPA (American Rescue Plan Act) Funds for the Construction of a New Behavioral Health Crisis Recovery Center ~ M Rasmussen

Other Business

Executive Session

Evaluate Qualifications of Applicant for Public Employment ~ Commander Clarke & Lt. Clark

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting

Benton County Courthouse, Prosser, WA

Tuesday, February 8, 2022, 9:00 a.m.

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

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Adam Fyall, Sustainable Development Manager; Treasurer Ken Spencer; Deputy Treasurer Kirsten Yniguez; DPA Ryan Brown; DPA Ryan Lukson; Risk Manager Adam Morasch.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of February 1, 2022 were approved.

Agenda Review

The following was added to the agenda:

- Executive Session – Potential/Pending Litigation

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items “a” through “o”. Commissioner McKay seconded and upon vote, the Board approved the following:

Assessor

- a. Fees for Open Space, Timberland and Current Use Farm & Agricultural Lands
- b. Appointment of Brenton Roy to the Open Space Advisory Committee
- c. Appointment of Calvin Mercer to the Open Space Advisory Committee
- d. Appointment of Dan Bosted to the Open Space Advisory Committee
- e. Appointment of Howard Jensen to the Open Space Advisory Committee

Auditor

- f. Surplus and Disposition of Personal Property

Commissioners

- g. Coding Correction of Funds From Capital Projects to Current Expense Fund, Dept. 115
- h. Line Item Transfer, Fund No. 0000-101, Dept. 115

Information Technology

- i. Intergovernmental Agreement w/City of West Richland for Color Digital Orthophotography
- j. Intergovernmental Agreement w/City of Kennewick for Color Digital Orthophotography

Office of Public Defense

- k. Additional Compensation to Nicholas Blount for Superior Court Criminal Cases

Public Works

- l. Agreement w/City of Richland for Revision of Corporate Boundary
- m. Maintenance & Upgrade Fees & Hourly Rates for Programming & On-Site Services w/Cascade Software Systems

Purchasing

- n. Payment Authorization to Youngs ServiceMaster for Emergency Flood Cleanup @ Prosser WSU Annex
- o. Contract Modification w/U.S. Department of Energy for Law Enforcement Services in the Sheriff's Office

Public Comment

Shelly Burt, West Richland, via/WebEx expressed her concern about the masking requirements in schools and the detriment to small children. Additionally, she requested the Board meet with the District's health officer Amy Person and review her job performance.

Hanford Briefing - Hanford Advisory Board/Hanford Communities

Pam Larsen, David Reeploeg, Robert Suyama gave an update and discussed the following:

Hanford Advisory Board

- 25 Unique Operations
- 5-Year Plan
 - Minimum Safe Operations
 - Waste Treatment
 - Risk Reduction
 - Waste Disposition
 - Long-Term Stewardship
- DFLAW Commissioning and Operations Startup
- Tank Integrity
- Implementation of Executive Order on Diversity, Equity Including and Accessibility

Hanford Communities

- Objectives
- Governing Board/Administrative Board

- 2021 Review/2022 Outlook
 - Cleanup
 - Policy
 - Contracts
 - Community Engagement
- Priorities

Other Business

Family Learning Center Request

Commissioner Delvin said the Family Learning Center had land next to the Boys & Girls Club and provided services to refugees. He said they requested a letter in support from the Board to have the Center located next to the Boys & Girls Club so it could provide supported services. The Board agreed and Commissioner Delvin said he would have a letter drafted for the Board's review.

West Richland Police Department

Chairman Small said he toured the new West Richland Police Department.

The Board briefly recessed, reconvening at 10:15 a.m.

Executive Session – Potential Litigation/Pending Litigation

The Board went into executive session at 10:15 a.m. for up to 30 minutes with DPA Ryan Brown and DPA Ryan Lukson to discuss potential and pending litigation. Also present were Jerrod MacPherson, Matt Rasmussen, Adam Morasch, Cami McKenzie and DPA Reid Hay via/WebEx.

The Board came out at 10:47 a.m. No decisions were made in executive session.

Accounts Payable

Check Date: 02/04/2022

Warrants #: 227620

Total all funds: \$5,000.00

Check Date: 02/04/2022

Warrants #: 227460-227619

Total all funds: \$1,153,979.79

EFT's #: 2146-2147

Transfers #: 02042201-02042204

Total all funds: \$63,768.58

Resolutions

- 2022-110: Fees for Open Space, Timberland and Current Use Farm & Agricultural Lands
- 2022-111: Appointment of Brenton Roy to the Open Space Advisory Committee
- 2022-112: Appointment of Calvin Mercer to the Open Space Advisory Committee
- 2022-113: Appointment of Dan Bosted to the Open Space Advisory Committee
- 2022-114: Appointment of Howard Jensen to the Open Space Advisory Committee
- 2022-115: Surplus and Disposition of Personal Property
- 2022-116: Coding Correction From Capital Projects to Current Expense Fund, Dept. 115
- 2022-117: Line Item Transfer, Fund No. 0000-101, Dept. 115
- 2022-118: Intergovernmental Agreement w/City of West Richland for Color Digital Orthophotography
- 2022-119: Intergovernmental Agreement w/City of Kennewick for Color Digital Orthophotography
- 2022-120: Additional Compensation to Nicholas Blount for Superior Court Criminal Cases
- 2022-121: Agreement w/City of Richland for Revision of Corporate Boundary
- 2022-122: Maintenance & Upgrade Fees & Hourly Rates for Programming & On-Site Services w/Cascade Software Systems
- 2022-123: Payment Authorization to Youngs ServiceMaster for Emergency Flood Cleanup @ Prosser WSU Annex
- 2022-124: Contract Modification w/U.S. Department of Energy for Law Enforcement Services in the Sheriff's Office

There being no further business before the Board, the meeting adjourned at approximately 10:47 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022	
Subject:	2020 Financial Statement and Single Audit Management Representation Letter	
Presenter:		
Prepared By:	A. Coverdell	
Reviewed By:	B. Chilton, K. Spencer, R. Brown	
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☐ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Presented is the Management Letter to close out the 2020 Financial Statement and Single Audits of Benton County. This Management letter from Benton County to the State Auditor's Office contains representations which affirm the County's cooperation during the Financial Statement and Single Audits of Benton County's 2020 operations.

Fiscal Impact

No fiscal impact.

Recommendation

It is recommended that the letter be signed by the Chairman of the Board. The Auditor and Treasurer have signed the letter.

Suggested Motion

Approve as part of consent agenda.



Board of County Commissioners

February 15, 2022

Ms. Michelle Kwon, Assistant State Auditor
Washington State Auditor's Office
100 North Morain, Suite 216
Kennewick, WA 99336

Dear Ms. Kwon:

We are providing this letter in connection with your audit of Benton County for the period from January 1, 2020 through December 31, 2020. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

1. We have provided you with unrestricted access to people you wished to speak with and made available requested and relevant information of which we are aware, including:
 - a. Financial records and related data.
 - b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.
 - d. Communications from regulatory agencies, government representatives or others concerning possible material noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.
 - e. Related party relationships and transactions.
 - f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.

2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.
3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. We have complied with all material aspects of laws, regulations, contracts and grant agreements, except as disclosed by the attached letters.
6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.
7. Except as discussed with you, we have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.
8. Except as reported to you in accordance with RCW 43.09.185, we have no knowledge of any loss of public funds or assets or other illegal activity, or any allegations of fraud or suspected fraud involving management or employees.
9. In accordance with RCW 43.09.200, all material events and transactions have been properly recorded in the financial records.
10. We are responsible for, and have accurately prepared, the summary schedule of prior audit findings to include all findings, and we have provided you with all the information on the status of the follow-up on prior audit findings.
11. We are responsible for taking corrective action on audit findings and have developed a corrective action plan.
12. We acknowledge our responsibility for fair presentation of financial statements and believe financial statements are fairly presented in conformity with generally accepted accounting principles in the United States of America.
13. We acknowledge our responsibility for establishing and maintaining effective internal control over financial reporting.
14. The financial statements include financial information of the primary government and all component units, fiduciary and other activity required by generally accepted accounting

principles to be included in the financial reporting entity.

15. The financial statements properly classify all funds and activities.
16. All funds that meet the quantitative criteria in GASB requirements or are otherwise particularly important to financial statement users, are presented as major funds.
17. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported and depreciated as applicable.
18. We have no plans or intentions that may materially affect the reported value or classification of assets, liabilities or net position.
19. Revenues are appropriately classified by fund and account.
20. Expenses have been appropriately classified by fund and account, and allocations have been made on a reasonable basis.
21. Net position components (net investment in capital assets, restricted and unrestricted) and fund balance components (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, as applicable, approved.
22. Significant assumptions we used in making accounting estimates are reasonable.
23. The following have been properly classified, reported and disclosed in the financial statements, as applicable:
 - a. Interfund, internal, and intra-entity activity and balances.
 - b. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - c. Joint ventures and other related organizations.
 - d. Guarantees under which the government is contingently liable.
 - e. All events occurring subsequent to the fiscal year end through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
 - f. Effects of all known actual or possible litigation, claims, assessments, violations of laws, regulations, contracts or grant agreements, and other loss contingencies.
24. As disclosed by the attached, we have accurately disclosed to you all known actual or possible pending or threatened litigation, claims or assessments whose effects should be considered when preparing the financial statements.
25. We acknowledge our responsibility for reporting supplementary information (Schedules 01, 09, 15, 16, 17, 19, 20 & 21 as specified in the State Auditor's Office) in accordance with applicable requirements and believe supplementary information is fairly presented, in both

form and content in accordance with those requirements.

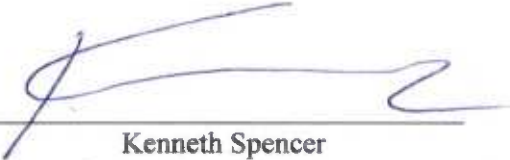
26. We have disclosed to you all significant changes to the methods of measurement and presentation of supplementary information, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation.
27. We acknowledge our responsibility for the supplementary information required by generally accepted accounting principles in the United States (RSI) and believe RSI is measured and presented within prescribed guidelines.
28. We have disclosed to you all significant changes in the methods of measurement and presentation of RSI, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation of the RSI.
29. We believe the effects of uncorrected financial statement misstatements summarized in the schedule of uncorrected items provided to us by the auditor are not material, both individually and in the aggregate, to each applicable opinion unit.
30. We acknowledge our responsibility not to publish any document containing the audit report with any change in the financial statements, supplementary and other information referenced in the auditor's report. We will contact the auditor if we have any needs for publishing the audit report with different content included.
31. We considered the qualifications of the WA Office of the State Actuary (OSA) to create an electronic tool for determining the County's liability for LEOFF 1 other post-employment benefits (OPEB) under the GASB 75 alternative method and agree with the results of the electronic tool, which are reflected in financial statement amounts and disclosures. In using the tool, we input correct and complete information into the electronic spreadsheet and did not enter any inaccurate information with respect to the amounts or assumptions, or modify cells in the OSA spreadsheet, in an attempt to change the outcome of the calculation. Further, we are not aware of any other external matters that would have had an impact on the appropriateness of using the alternative method or assumptions used by the OSA's tool. We confirm that we are a LEOFF 1 employer and we had fewer than 100 plan members (active and retired) as of the beginning of the reporting period and are, therefore, eligible to use the tool.
32. We acknowledge our responsibility for complying, and have complied, with the requirements of 2 CFR § 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.
33. With regards to your audit of federal grant programs, we have made available all relevant and requested information of which we are aware, including:
 - a. All federal awards and related grant agreements (including amendments, if any), contracts with pass-through entities, service organizations and vendors, and correspondence.

- b. All communications from federal awarding agencies, vendors, service organizations or pass-through entities concerning possible noncompliance.
 - c. All information regarding corrective actions taken and management decisions or follow-up work performed by federal or pass-through agencies on any findings reported in the past.
 - d. All documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
 - e. Interpretations or other support for any situations where compliance with requirements might be questionable or unclear.
34. Except as reported by the audit, we have identified and complied with all direct and material compliance requirements of federal awards.
35. Management is responsible for establishing effective internal control and has, except as reported by the audit, maintained sufficient control over federal programs to provide reasonable assurance that awards are managed in compliance with laws, regulations, contracts or grant agreements that could have a material effect on each of our federal awards.
36. Federal program financial reports and claims for advances and reimbursements are supported by the accounting records from which the basic financial statements have been prepared and are prepared on a basis consistent with the Schedule of Expenditures of Federal Awards.
37. Copies of federal program reports provided to you are true copies of the reports submitted, or electronically transmitted, to federal agencies or pass-through agencies, as applicable.
38. We are responsible for, and will accurately prepare, the auditee section of the Data Collection Form as required by the Uniform Guidance.
39. We have advised our subrecipients of requirements imposed on them by Federal laws, regulations, contracts or grant agreements as well as any supplemental requirements we impose as a condition of receiving Federal awards.
40. We have monitored the activities of our subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, contracts or grant agreements.

Brenda Chilton

Shon Small
Chairperson,
Board of County Commissioners

Brenda Chilton
Benton County Auditor



Kenneth Spencer
Benton County Treasurer

cc: Board of County Commissioners
Brenda Chilton, Benton County Auditor
Kenneth Spencer, Benton County Treasurer

Attachments:

1. Letter dated February 8, 2022, to the Board of County Commissioners from Ryan Brown, Chief Civil Deputy: RE: Letter of Representation and Pending Litigation.
2. Letter dated February 1, 2022, to the Board of County Commissioners from Adam Morasch, Risk Manager: RE: Letter of Representation and Claims Update.



BENTON COUNTY WA

Prosecuting Attorney

ANDY MILLER
PROSECUTING ATTORNEY

RYAN K. BROWN
CHIEF DEPUTY CIVIL

TERRY J. BLOOR
CHIEF DEPUTY, CRIMINAL

JULIE LONG
CHIEF CRIMINAL DEPUTY

GINNY BADDLEY
ADMINISTRATOR

CHERYL POCHERT
LS SUPERVISOR

7122 West Okanogan Place, Bldg. A
Kennewick, Washington 99336

(509) 735-3591

786-5608 736-3066
Prosser Fax

February 8, 2022

DEPUTIES

TIMOTHY A. SKEELS
ANITA PETRA
MEGAN A. KILGORE
KRISTIN M. McROBERTS
BRENDAN M. SIEFKEN
LAUREL J. HOLLAND
REDD W. HAY
STEPHEN J. HALLSTROM
RYAN J. LUKSON
ANDREW M. HOWELL
ANNIE CHAU
CRAIG SWENSON
ANDREW J. CLARK
BRITTNEY E. ROEHM
TAYLOR A. CLARK
CLARISSA M. FRALEY
BRANTON L. PANG
BRIAN T. HUGHRENS
ERIC T. ANDREWS
JOSHUA J. LILLY
CHARLES H. DOW
TY J. ALBERTSON
MARIA E. GONZALEZ
KARLEY A. WHISMAN

Board of County Commissioners
620 Market Street
Prosser, WA 99350

Re: Letter of Representation

Dear Commissioners:

We have reviewed as to form the enclosed draft Letter of Representation. This letter serves as one of the attachments referenced in paragraphs 5 and 24 thereof and may be attached to your executed Letter of Representation. The second attachment to your Letter of Representation should be a letter from the County's Risk Manager that identifies unresolved claims, threatened or filed, that have not yet resulted in lawsuits. You will need to obtain that directly from him.

If you have any questions or need further information with respect to disclosures of loss contingencies due to asserted, threatened or un-asserted claims, please contact us.

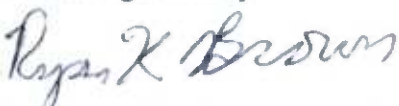
To our knowledge, the following lawsuits seeking monetary relief from Benton County that are pending against the county or its officials acting in their capacity as such that are not resolved as the close of business on February 8, 2022:

1. Sleater v. Benton Co., U.S. District Court, Eastern District of Washington, Cause No. 4:17-CV-05033-SAB. Class action lawsuit seeking attorney's fees and damages for alleged violations of civil rights related to incarceration stemming from issuance of warrants for failure to pay legal financial obligations.
2. Teamsters Local 839 v. Benton County, Benton County Superior Court, Cause No. 18-2-00861-9. Appeal of PERC decision regarding overpayment of wages due to payroll coding error. The parties are working on finalizing an agreement implementing the decision of the Court of Appeals requiring a refund of wages withheld plus interest.

3. Marissa Reyes, et al. v. Brenda Chilton, et al., U.S. District Court, Eastern District of Washington, Cause No. 4:21-cv-005075-SMJ. Lawsuit seeking attorney's fees and damages for alleged violations of civil rights related to rejection of ballot signatures allegedly in violation of Voting Rights Act.
4. Bethany Kangiser, et al. v. Benton County, Benton County Superior Court, Cause No. 21-2-00710-03. Complaint seeking medical expenses and general damages in the amount of \$8,100,000 for alleged injuries from motor vehicle accident with Sheriff Deputy's vehicle.
5. Derrick Haney v. Benton County Prosecutor, Yakima County Superior Court, Cause No. 21-2-00665-39. Lawsuit seeking penalties and attorney's fees for alleged unlawful withholding of records, misapplied exemptions, and bad faith in violation of the Public Records Act.
6. Civil Survival Project v. Benton County, et al., King County Superior Court, Cause No. 21-2-03266-1 SEA, Court of Appeals, Cause No. _____. Lawsuit seeking attorney's fees and refunds of criminal fines paid after criminal statute declared unconstitutional. Dismissed by Superior Court. Plaintiffs have sought direct appeal to Washington Supreme Court.
7. Zachary Fairley v. Pasco Police Department, U.S. District Court, Eastern District of Washington, Cause No. 4:20-cv-05229-SMJ. Lawsuit seeking attorney's fees and damages for alleged illegal search and seizure.
8. Pete Felicijan v. Benton County, et al., Benton County Superior Court, Cause No. 22-2-00102-03. Lawsuit seeking economic damages for alleged injuries in an automobile accident.

Very truly yours,

ANDY MILLER
Prosecuting Attorney


RYAN K. BROWN
Chief Deputy Prosecuting Attorney
Civil Division

Encl.

cc: Kenneth Spencer
Brenda Chilton

Benton County Commissioners
February 8, 2022
Page 3

Jerrold MacPherson
Aileen Coverdell
Adam Morasch
Ryan Lukson



February 1, 2022

Board of Benton County Commissioners
620 Market Street
Prosser WA 99350

RE: Claims Update

Dear Commissioners:

Benton County is insured through the Washington Counties Risk Pool and has a \$100,000 deductible. The following claims have been filed against Benton County or its officials acting in their capacity and have not yet been resolved. As of close of business on February 1, 2022, these claims over \$50,000 are currently open or have yet to result in a lawsuit, remaining on Benton County's books due to the statute of limitations.

1. CC2019-01, Corey Pugh; Violation of constitutional rights, \$2,100,000.00; Claim Denied.
2. CC2019-04, Jose Contreras; Unlawful restraint obtained in violation of due process of law; \$48,000,000.00; Claim Denied.
3. CC2019-09, Alayna Brauer; Harassment, discrimination, a retaliation for opposing wrongful practices; \$275,000.00; Open Claim.
4. CC2020-08A & 08B, David Goertzen; Medical treatment given when not wanted; \$1,000,000; Claim Denied.
5. CC2020-13, Adam Trujillo; Medical treatment given when not wanted; \$150,000; Claim Denied.
6. CC2020-16, Louis Mendez; Wrongful imprisonment; \$3,000,000; Claim Denied.
7. CC2020-19, Jacob Munoz; Assault and Battery; \$325,000; Claim Denied.
8. CC2021-05, Timothy Nation; Denied Medical Treatment; \$3,500,000; Claim Denied.
9. CC2021-11, Gary Carlson; Admin Violations; \$500,000 – 1,000,000; Open Claim
10. CC2021-12, Steve Caughey; Admin Violations; \$3,500,000; Open Claim
11. CC2021-14, Tom Croskrey; Admin Violations; \$3,500,000; Open Claim
12. CC2021-13, Mathew Clarke; Admin Violations; \$3,500,000; Open Claim

13. CC2021-15, Jason Erickson; Admin Violations; \$3,500,000; Open Claim
14. CC2021-16, Jon Law; Admin Violations; \$3,500,000; Open Claim
15. CC2021-17, Eric Magnuson; Admin Violations; \$3,500,000; Open Claim
16. CC2021-19, Jerry Hatcher; Admin Violations; \$4,000,000; Open Claim
17. CC2021-27, Zachary Fairley; Warrantless Search of Cellphone; \$5,000,000; Open Claim

Sincerely,

Adam Morasch

Adam Morasch
Risk Manager

CC: Jerrod MacPherson
Ryan Brown
Aileen Coverdell

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 02/01/2022 BC 02/15/2022
Subject:	Professional Services Contract Amendment No. 1 with Ideal Option, PLLC
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

The purpose of this Amendment No. 1 is to amend Section 2 "Contract Duration" to renew contract for up to three (3) one-year terms for a total of four (4) years by written mutual agreement of the parties. The Juvenile Administrator recommends amending Professional Services Contract with Ideal Option, PLLC for the following reasons:

- 1) An RFQ for Detention Medical Services was advertised on November 1, 2021.
- 2) There was a mandatory walk through requirement in the RFQ and Ideal Option, PLLC was the only Contractor that attended. The RFQ specifically states "Failure to participate in the walk through will result in Firm disqualification, unless otherwise approved by County."
- 3) We have no obligations to award to anyone when soliciting a RFQ for services and can ultimately just look at the proposals and choose not to move forward.
- 4) Per the Benton County Procurement, Leasing, and Contracting Policy – Resolution 2021-233 – "The 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."
- 5) There was not an official authorization from the Board for this solicitation; therefore, there is no need for the Board to retract the solicitation.
- 6) As of January 14, 2022, there has been no other interests in the RFQ. Ideal Option, PLLC is the current Contractor for medical services at the Juvenile Justice Center and the Juvenile Administrator is pleased with their services.

Fiscal Impact

The amount is not to exceed \$187,136.00.

Recommendation

The Juvenile Administrator recommends amending the Professional Services Contract with Ideal Option, PLLC to remain effective as of September 1, 2021 through April 30, 2023.

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 THE REQUEST FOR SIGNATURE FROM THE CHAIR OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PROFESSIONAL SERVICE CONTRACT AMENDMENT NO. 1 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND IDEAL OPTION, PLLC; APPROVED BY BENTON COUNTY RES. NO 2021 660 AND FRANKLIN COUNTY RES. NO. 2021 202

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center currently contracts with Ideal Option, PLLC to provide medical services to detention youth; and

WHEREAS, the Juvenile Administrator recommends amending Professional Services Contract with Ideal Option, PLLC as:

1. An RFQ for Detention Medical Services was advertised on November 1, 2021.
2. There was a mandatory walk through requirement in the RFQ and Ideal Option, PLLC was the only Contractor that showed up. RFQ specifically states "Failure to participate in the walk through will result in Firm disqualification, unless otherwise approved by County."
3. We have no obligations to award to anyone when soliciting a RFQ for services and can ultimately just look at the proposals and choose not to move forward.
4. Per the Benton County Procurement, Leasing, and Contracting Policy – Resolution 2021-233 – "The 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."
5. There was not an official authorization from the Board for this solicitation; therefore, there is no need for the Board to retract the solicitation.
6. As of January 14, 2022, there has been no interest in the RFQ. Ideal Option, PLLC is the current Contractor for medical services at the Juvenile Justice Center and the Juvenile Administrator is pleased with their services; and

WHEREAS, the purpose of this Amendment No. 1 is to amend Section 2 "Contract Duration" to renew contract for up to three (3) one-year terms for a total of four (4) years by written mutual agreement of the parties; **NOW, THEREFORE**

BE IT RESOLVED, that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, the Professional Service Contract Amendment No. 1 between Benton-Franklin Counties Juvenile Justice Center and Ideal Option, PLLC for the same consideration amount of \$187,136.00; and

BE IT FURTHER RESOLVED, that the term of the Professional Services Contract Amendment No. 1 shall commence on September 1, 2021 and shall expire on April 30, 2023.

DATED this _____ day of _____ 2022
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2022
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Cameron Mitchell
Hon. Alexander C. Ekstrom
Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

DARIN R. CAMPBELL
ARTHUR D. KLYM
DIANA N. RUFF
Court Commissioners

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND IDEAL OPTION, PLLC

This Amendment No. 1 to the Professional Services Contract (the "Amendment") is entered into by and between Ideal Option, PLLC and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein, and in the parties' existing Professional Service Contract, numbered as Benton County Resolution No. 2021 660 and executed on August 31, 2021, and Franklin County Resolution No. 2021 202 and executed on August 31, 2021 (the "Contract"), the parties agree to amend the Section 2 ("Duration of Contract") as follows:

1. Section 2 of the Contract ("Duration of Contract") shall be amended in its entirety and the parties agree:

"The term of this Contract shall begin on September 1, 2021 and shall, unless terminated or renewed as elsewhere provided in the Contract, expire on April 30, 2023. The term of this Contract may be renewed for up to three (3) one-year terms for a total of four (4) years by written mutual agreement of the parties."

Except as expressly provided in this Contract Amendment No. 1, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment No.1 shall remain effective as of September 1, 2021 and shall expire April 30, 2023.

Ideal Option, PLLC	Benton Franklin Counties Juvenile Justice Center
Sandy Becker Jan 14, 2022	 1-19-22
Sandy Becker Chief Financial Officer Date	Darryl Banks Juvenile Court Administrator Date
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney Date	Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____	By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

Signature: 

Email: sandybecker@idealooption.net

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022
Subject:	Sign agreement for State OPD Grant (2022)
Presenter:	N/A
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Each year, pursuant to RCW 10.101, State OPD provides a grant to each county in Washington for the operation of their public defense officers.

After having applied, Benton County OPD has been awarded a grant in the amount of \$201,069.00. A Grant Agreement, in the form attached to the proposed Resolution as Exhibit "A," needs to be signed in order for the grant funds to be disbursed.

Fiscal Impact

This grant provides \$201,069 in revenue to the County. The grant does not need to be repaid and has no local matching requirements.

Recommendation

Approve resolution as proposed so that the Public Defense Manager can sign the grant agreement and the County can receive the awarded grant funds.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AGREEMENT WITH WASHINGTON STATE OFFICE OF PUBLIC DEFENSE IN ORDER TO RECEIVE AND EXPEND PUBLIC DEFENSE GRANT FUNDING

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Courts; and

WHEREAS, Benton County has applied for, and has been found eligible to receive, grant funding in the amount of **\$201,069** from the Washington State Office of Public Defense to assist with the provision of such indigent defense services; and

WHEREAS, the current operations of the Benton County Office of Public Defense comply with the use conditions as stated in the grant funding agreement; and

WHEREAS, it is therefore in the best interests of Benton County to execute the proposed grant funding agreement in order to receive and expend the grant funding to further the interests of public defense in Benton County; and; **NOW, THEREFORE**

BE IT RESOLVED that the grant funding agreement with the Washington State Office of Public Defense, **Agreement No, ICA22006** providing Benton County with grant revenue in the amount of **\$201,069** to be used in the year 2022, be executed as presented.

BE IT FURTHER RESOLVED that the Public Defense Manager be authorized to sign the said agreement on behalf of the Board of Commissioners.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. Recipient –RCW 10.101.070 Funds Benton County 7122 W Okanogan Place, Bldg A Kennewick, WA 99336	2. Recipient Representative Eric Hsu Public Defense Manager Benton County Public Defense 7122 W Okanogan Place, Bldg A Kennewick, WA 99336
3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. OPD Representative Larry Jefferson Director WA State Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. Distribution Amount \$201,069.00	6. Use Period January 1, 2022 through December 31, 2022
7. Purpose Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.	
The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2022 and end December 31, 2022. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.	
FOR THE RECIPIENT Name, Title Date	FOR OPD Larry Jefferson, Director Date

SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. **DISTRIBUTION AMOUNT**

The Distribution Amount is **two hundred one thousand sixty-nine dollars** and 00/100 Dollars (\$201,069.00) to be used for the purpose(s) described in the USE OF FUNDS below.

3. **PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
- b. Funds cannot be spent on purely administrative functions or billing costs.
- c. Funds cannot be used for indigency screening costs.
- d. Funds cannot be used for technology systems or administrative equipment intended for county administrative staff, court staff or judicial officers.
- e. Funds cannot be used for county attorney time, including advice on public defense contracting.

4. **USE OF FUNDS**

- a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. (See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Funding for guidelines regarding permitted uses of state public defense funds.)
- b. Recipient agrees to use the funds for the following purpose(s):
 - i. Providing an attorney coordinator who oversees contracts with attorneys providing public defense;
 - ii. Providing public defense services at preliminary appearance calendars.
- c. Recipient agrees to use the funds in calendar year 2022. If Recipient is unable to use the funds in 2022, the Recipient agrees to notify OPD to determine what action needs to be taken.
- d. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

5. **OVERSIGHT**

Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

6. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Special Terms and Conditions
- c. General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. ALL WRITINGS CONTAINED HEREIN

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

2. AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.

The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. ATTORNEY'S FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. LAWS

The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE

In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. RECORDS MAINTENANCE

The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

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

16. **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, OPD may terminate this Contract. OPD shall in good faith provide as much notice as possible of such termination.

17. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022	Memo Date:	January 31, 2021
Subject:	Approving the purchase of water meters for the Rural Water Supply Program		
Presenter:	Michelle Cooke		
Prepared By:	Donna Hutchinson		
Reviewed By:	Greg Wendt		
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☒ Decision / Direction ☐ Sign Letter / Document		☒ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

On January 14, 2020, the Board of County Commissioners approved Resolution 2020-061 implementing the Rural Water Supply Program and on February 2, 2020 the Board signed Resolution 2021-126 approving the purchase of goods and services (water meters and service fees) from General Pacific Inc. for the year 2021. The Planning Division is now requesting that the Board approve the purchase of water meters and associated service fees for the year 2022. General Pacific has sent in a quote for 2022 for their meter and service fees which is attached.

Fiscal Impact

There will be a general outlay of monies to purchase the water meters. These costs will be recouped by those citizens located within the Rural Water Supply Program area when they purchase the meters from the County and pay an annual fee for monitoring those meters to cover the Beacon AMA Monthly Hosting Service Fee.

Amount: **\$417 for each 1" meter and \$311 for each 5/8" x 3/4" meter purchased**

Hosting fee of .89 cents per meter per month

Fund: **0000101.116.00000.553.110.3400**

0000101.116.00000.553.110.4102

Recommendation

It is the recommendation of the Planning Division that the Board of County Commissioners approve the attached resolution allowing the Planning Division to continue to purchase goods (water meters from General Pacific Inc.) along with services (BEACON AMA Monthly Hosting Fees per meter purchased).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF WATER METERS FROM GENERAL PACIFIC, INC. for the Year 2022.

WHEREAS, the Planning Division has a need to monitor and analyze water usage from mitigated well or wells located on properties within Benton County; and,

WHEREAS, on February 2, 2021, the Board of County Commissioners approved Resolution 2021-126 approving the Rural Water Supply Program; and,

WHEREAS, General Pacific, Inc. provides a fully internet-based solution to collect information through water measurement devices, "water meters" that do not require the installation of radio towers; and,

WHEREAS, General Pacific, Inc. is a member of MRSC's vendor roster which is the County's official vendor list; and,

WHEREAS, General Pacific, Inc. water measurement services are currently being used by the County for the Planning Division water measurement program; and,

WHEREAS, the Planning Division as reviewed and approves the General Pacific, Inc. proposal for their BEACON Engagement Fee, meters, and service fees and is requesting that the County continue to purchase water meters through General Pacific, Inc.; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, hereby approves the purchase from General Pacific, Inc. for water measurement internet-based goods and services fees for one year upon signature of this Resolution; and,

BE IT FURTHER RESOLVED goods (meters) purchased from General Pacific, Inc. shall not exceed \$34,054.00 plus WSST in 2022; and,

BE IT FURTHER RESOLVED that the cost of Disc Recordall style meters will not exceed \$417 for M55 1" Meters and will not exceed \$311 for M25 5/8" x 3/4" Meters plus WSST; and

BE IT FURTHER RESOLVED that BEACON AMA Monthly Hosting Fees do not exceed \$0.89 per month per year for each meter plus WSST.

Dated this 15th day of February 2022.

Chairman of the Board

Member

Member

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

MLC/djh



General Pacific, Inc.
22414 NE Townsend Way
PO Box 70
Portland, OR 97024
(503) 907-2876 Fax (503) 489-2103

Quote

Date: November 19, 2021
Quote # 44319.52

To: County of Benton
Email: Peter McEnderfer
Contact: Peter.McEnderfer@co.benton.wa.us

Pricing Effective December 1st 2021

Quoted By				
Gen Pac Water				
Qty	Description	Availability	Unit Price	Extended Price
<u>Disc/PD/Recordall style meters</u>				
1	M55 1" Meters, HRE Register 8 Dial Resolution, Reading in Gallons and Orion LTE Cellular Transmitters, Mounting Kit, Cast Iron Bottom	N/A	\$417.00	\$417.00
1	M25 5/8" x 3/4 Meters, 7-1/2" Lay Length, HRE Register 8 Dial Resolution, Reading in Gallons and Orion LTE Cellular Transmitters, Mounting Kit, Cast Iron Bottom	N/A	\$311.00	\$311.00
<u>E-Series Ultrasonic style meters</u>				
1	E-Series 1" Meters, HRE Register 8 Dial Resolution, Reading in Gallons and Orion LTE Cellular Transmitters, Mounting Kit	N/A	\$450.00	\$450.00
1	E-Series 5/8" x 3/4 Meters, 7-1/2" Lay Length, HRE Register 8 Dial Resolution, Reading in Gallons and Orion LTE Cellular Transmitters, Mounting Kit	N/A	\$383.00	\$383.00
<u>Service Fees</u>				
1	BEACON AMA Mobile Monthly Hosting Fee \$0.89 Per Meter Per Month Cellular Endpoints (Total for one meter for one year)	N/A	\$0.89	\$10.68

1. Standard General Pacific Terms and Condition will apply.
2. Prices subject to change without notice.
3. There will be a restocking fee for returned Material.
4. Special order items are final. (No Returns)
5. The customer is responsible for all applicable sales tax
6. Payment Terms Net 30
7. Freight Included.

Thank you for your business!

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

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
542.910	4200	Communications	\$46,298	594.420	6400	Equipment	\$95,222
542.920	4200	Communications	\$48,924				
TOTAL			\$95,222	TOTAL			\$95,222

Explanation:

This LIT is necessary to move the budgeted funds for the radio tower upgrade, approved by resolution number 2021-447 from the communications line item to the capital outlay.

Prepared by: Shela Berry

Date: 01-Feb-2022

Approved ☐Denied ☐

Date: _____

Chairman_____
Member_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022
Subject:	Contract Amendment w/ Express Services, Inc. DBA Express Employment Professionals for Temporary Staffing
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	Robert Blain
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only (1 st) ☐ Pass Motion ☐ Discussion Only (2 nd) ☒ Pass Resolution ☐ Decision/Direction ☐ Pass Ordinance ☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

On August 10, 2021, via Resolution 2021-607, Benton County entered into an agreement with Express Services, Inc. DBA Express Employment Professionals to provide temporary landscape maintenance staffing. The need has arisen for other departments to utilize the contract for temporary employment needs.

A contract amendment has been prepared; reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division; and has been executed by Express Services, Inc. DBA Express Employment Professional.

Fiscal Impact

Fund: Multiple Funds & Departments

Recommendation

It is recommended to approve the contract amendment with Express Services, Inc., DBA Express Employment Professionals for temporary staffing.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE FIRST AMENDMENT TO THE SERVICE AGREEMENT BETWEEN BENTON COUNTY AND EXPRESS SERVICES, INC. DBA EXPRESS EMPLOYMENT PROFESSIONALS

WHEREAS, on August 10, 2021, via Resolution 2021-607, Benton County entered into an agreement with Express Services, Inc. DBA Express Employment Professionals to provide temporary landscape maintenance staffing; and

WHEREAS, the need has arisen for other departments to utilize the contract for temporary employment needs; and

WHEREAS, a contract amendment has been prepared; reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division; and has been executed by Express Services, Inc. DBA Express Employment Professional; **NOW, THEREFORE**,

BE IT RESOLVED that the attached First Amendment to the Service Agreement between Benton County and Express Service, Inc. DBA Express Employment Professionals is hereby approved; and

BE IT FURTHER RESOLVED, section 5(b) "Compensation" has been removed from agreement; and

BE IT FURTHER RESOLVED, the Service Agreement is hereby extended to December 31, 2026; and

BE IT FURTHER RESOLVED, all use of this contract must be evaluated by the Human Resources Department and approved by the Board of County Commissioners.

Dated this _____ day of _____ 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**FIRST CONTRACT AMENDMENT
PERSONAL SERVICES CONTRACT**

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") 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 **EXPRESS SERVICES, INC. DBA EXPRESS EMPLOYMENT PROFESSIONALS**, a corporation organized under the laws of the State of Washington, with its principal offices at 7014, W Okanogan Place, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2021-607, the parties entered into a Personal Services Contract (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide general labor for landscape maintenance needs; and

WHEREAS, the County identified a need to expand the Contract to allow for all County Departments to utilize the Contract through the Human Resources Department; and

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendment:

1. **CONTRACT DOCUMENTS** Section 1. a. "CONTRACT DOCUMENTS" replaced the original Exhibit A with the updated Exhibit attached.
2. **DURATION OF CONTRACT** Section 2 "Duration of Contract" is replaced in its entirety with the following:

The term of this Contract shall begin on the last date signed and shall expire on December 31, 2026. 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** Section 3.a. of the CONTRACT, "SERVICES PROVIDED" is amended and replaced with the following:
 - a. The CONTRACTOR shall provide temporary labor, when requested by the Human Resources Department, for all County Departments. A detailed description of the

services to be performed by the CONTRACTOR is set forth in Exhibit A, "Services and Bill Rate", which is attached hereto and incorporated herein by reference.

5. **COMPENSATION** Section 5.b. of the CONTRACT, "COMPENSATION" is hereby removed from the Contract.

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

FOR BENTON COUNTY

Chairman

Date

Attest: Clerk of the Board

**EXPRESS SERVICES, INC. DBA
EXPRESS EMPLOYMENT
PROFESSIONALS**

DocuSigned by:
Candice Turcotte 1/28/2022

Signature Date

Candice Turcotte

Name

Business Development Manager

Title

APPROVED AS TO FORM:

DocuSigned by:
Eric Andrews
B4F7673B8BA1486
Deputy Prosecuting Attorney, Civil

Services and Bill Rate

Company: Benton County
Attention: Paul Schut
Preparer: Candice Turcotte
Date: December 15, 2021

The following information provided for your business includes a detailed list of various benefits of using Express Employment Professionals. This bill rate is good for one year and may undergo evaluation after that date due to any changes in State of Washington employment fees.

Express Employment Professionals, as the legal employer of record will provide, but is not limited to, the following services:

Flexible Staffing/Evaluation Hire:

- Advertising and recruitment of all workers and replace as necessary
- Bonding of Express Employees
- 24-hour dispatch service
- Verification of I-9 using E-Verify system
- In-depth interview, w/ reference checks
- Appropriate skills testing
- Responsible for all unemployment and workers' compensation claims
- Weekly payroll checks for employees
- Employer portion of payroll taxes (Unemployment, Social Security, and Medicare) and quarterly/annual reports
- WA State Family Medical Leave Act
- WA State Paid Sick Leave
- Drug screen at *client request*
- Criminal background check *as relevant and per client request*
- Pay rolling Services, *call office for details*
- Holiday pay for qualified associates

Job Title	Rate Mark-Up
Maintenance (7113) Or General Labor (7114)	48%
Administrative/Accounting Assistant (7105)	50%
Professional/Management (7105)	55%

1. *Pay rates will be negotiated during the request and filling phase. Changes can be requested throughout the time to account for yearly changes to minimum wage or where performance warrants it.*
2. *This quote covers flexible and evaluation hire assignments. The associate is on Express' payroll for the first **720** hours and can be transitioned to your payroll after that time without a transition fee. Transition may occur prior to this based on a prorated fee determined by the remaining hours left.*

Sign:

Date:

Contact Express today!

5097357072

7014 W OKANOGAN PL

KENNEWICK, WA 99336

Expresspros.com/KennewickWA



We're locally owned and operated with the support and stability of an international headquarters with four decades of staffing and HR expertise. It's the best of both worlds—small business flexibility, big company resources.



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022
Subject:	Authorizing the purchase of one Alamo Mantis mower from Alamo Industrial utilizing State Contract No. 05218
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	M. McGhan
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

Public Works has a mower in the ER&R managed fleet (#0511) that needs to be replaced. The tractor is a 2006 and the boom and mower head assembly was replaced in 2015. The cost of maintenance and repairs is starting to exceed the value of the machine. Washington State Contract No. 05218 allows for the purchase of industrial mowers from Alamo Industrial. The mower that is being replaced has a tractor-mounted boom that is very susceptible to breakdowns due to the tractor not being designed to have a mower mounted to one side and weight added to the opposite side. Staff has a desire to purchase a mower that is designed from the start to have a boom mower mounted on it. The frame and wheelbase are also designed to have a lower center of balance and wider stance for better stability. There are 2 mowers manufactured that fit that description. Alamo Industrial has the Mantis 4142 and ATMAX Equipment has the Mower Max. ATMAX does not service the Western United States at this time. An Alamo Mantis was purchased last year, and staff is pleased with the operation. The Alamo Mantis can be purchased utilizing either the Washington State Contract or the Sourcewell Cooperative Purchasing Contract. Both of those contracts offer a 15% discount off the retail price.

Papé Machinery, Inc. in Sumner, WA is the delivering dealer for Alamo purchases through the State Contract. They have a Mantis mower that has been used as a demo with 100 hours on it. They have agreed to give us a \$10,000.00 discount in addition to the State Contract pricing and honor the full factory warranty. The price of the discounted demo mower is \$218,984.10 plus WSST. The delivery time of the demo machine is 90 days versus a 9-month delivery for a new machine.

A Purchase Agreement has been prepared, our departmental Deputy Prosecuting Attorney has reviewed and approved as to form, and it has been signed by the vendor.

Fiscal Impact

Amount: \$218,984.10 plus WSST

Fund: ER&R Fund (0501101)

Recommendation

The Fleet Superintendent recommends the Board approve the purchase of one Alamo Mantis mower utilizing Washington State Contract No. 05218 from Alamo Industrial in the amount of \$218,984.10 plus WSST, and authorizes the Chairman to sign the Purchase Agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE ALAMO MANTIS MOWER FROM ALAMO INDUSTRIAL UTILIZING WASHINGTON STATE CONTRACT NO. 05218 BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, Washington State Contract No. 05218 allows for the purchase of mowers from Alamo Industrial; and

WHEREAS, one mower currently being used by the Public Works Department (#0511) needs to be replaced as the cost of maintenance and repairs is starting to exceed the value of the machine; and

WHEREAS, Alamo, through their delivering dealer Papé Machinery, Inc., has agreed to provide an Alamo Mantis mower that has been used as a demo for a \$10,000.00 discount in addition to the State Contract pricing; and

WHEREAS, the Fleet Manager recommends purchasing the Alamo Mantis mower from Alamo Industrial; and

WHEREAS, a Purchase Agreement has been prepared utilizing Washington State Contract No. 05218, and the additional discount, for \$218,984.10 plus Washington State Sales Tax; and

WHEREAS, the departmental Deputy Prosecuting Attorney has reviewed and approved as to form the Purchase Agreement and it has been signed by the vendor; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and approves the purchase of one Alamo Mantis mower utilizing Washington State Contract No. 05218 from Alamo Industrial in the amount of \$218,984.10 plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Chairman of the Board of County Commissioners is authorized to sign the attached Purchase Agreement.

Dated this 15th day of February 2022.

Chairman of the Board

Chairman ProTem

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices
located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must
appear on all invoices,
packing slips, packages,
correspondence, etc.

Vendor: Alamo Industrial

Vendor Code:

Vendor Contact: Steven Guhr, Western Regional Manager

Vendor Contact Phone: 830-832-1776

Vendor Principal Place of Business: 1502 E. Walnut St., Seguin, TX 78155

Ship To:

Benton County Public Works

102808 Wiser Parkway

Kennewick, WA 99338

Attn: Michael McGhan

Bill To:

Benton County Public Works

P. O. Box 1001

Prosser, WA 99350

Attn: Michael McGhan

AGREEMENT:

In exchange for the
consideration identified
herein, the Vendor agrees
to provide the following
to Benton County under
the terms described.

P.O. Date:

2/15/2022

Code	Description	Qty	Unit Price	Total Price
	WA State Contract 05218-Lawns and Grounds			
PM4142	Alamo Mantis 4142 industrial tool carrier	1	\$ 175,784.00	\$ 175,784.00
1008	22' boom mower w/manual quick hitch	1	\$ 56,391.00	\$ 56,391.00
10005	Front universal skid steer attachment hitch	1	\$ 4,202.00	\$ 4,202.00
10005	Cab mounted lightbar	1	768.00	\$ 768.00
10006	Rear tow hitch and drawbar	1	\$ 923.00	\$ 923.00
10009	60" Rotary w/center hyd door and blade bar	1	\$ 17,778.00	\$ 17,778.00
100002	Front three point hitch w/540 PTO	1	\$ 7,620.00	\$ 7,620.00
	Mower and Standard Options			\$ 263,466.00
	15% State Contract discount			\$ (39,519.90)
	Mower w/State discount			\$ 223,946.10
1000	Hauling fee	1	\$ 1,900.00	\$ 1,900.00
1005	Dealer set up fee	1	\$ 980.00	\$ 980.00
32115009	Tire and wheel Mantis	1	\$ 2,158.00	\$ 2,158.00
	Total			\$ 228,984.10
100005	Alamo demo unit discount			\$ (10,000.00)

Delivering dealer:

Pape Machinery, Inc.
2700 136th Ave., Ct. E.
Sumner, WA 98390

Scott Nordeen
snordeen@papemachinery.com
253-863-4436

SUB TOTAL = \$ 218,984.10

SALES TAX = 17,518.73

TOTAL ORDER = \$ 236,502.83

This purchase agreement incorporates by reference all terms and
conditions issued off the State of Washington Contract No. 05218

Vendor signature on this purchase agreement certifies acceptance
of this agreement and all terms and conditions, and supersedes any
conflicting terms.

In case of conflict, the order of precedence is:

1. The State of Washington Contract No. 02518
2. This Purchase Agreement

Questions and Clarifications should be
Addressed to Buyer Contact:

Contact: Michael McGhan
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-786-5611
Email: michael.mcghan@co.benton.wa.us

Approved as to Form:


Reid Hay, Civil Deputy Prosecuting Attorney

Date

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

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

Vendor Name (Print): PAPER MACHINERY Title: GENERAL MANAGER Date: 2.3.2022
ANDY STEERS

Vendor Signature: 

Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022
Subject:	Authorization to advertise and bid CB22-05 Furnishing Magnesium Chloride
Presenter:	
Prepared By:	S. Christen
Reviewed By:	D. D'Hondt
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

The Benton County Public Works Department uses magnesium chloride in their routine maintenance of County gravel roads. The magnesium chloride that was previously purchased has been dispersed and it is necessary to purchase additional magnesium chloride in preparation for summer maintenance activities. A bid packet (No. CB22-05) has been prepared by the Purchasing Department staff, reviewed and approved as to form by the Prosecuting Attorney's office, and is now ready to receive bids.

The Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners authorize the advertisement of solicitation for bids when a formal bidding process is required.

Fiscal Impact

Amount: The estimate for the magnesium chloride is approximately \$270,000

Fund: Road Fund (0101101)

Recommendation

The County Engineer recommends the Board authorize permission to proceed with the advertisement and bid process for Bid No CB22-05 Furnishing Magnesium Chloride for the Benton County Public Works Department.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR CB22-05 FURNISHING MAGNESIUM CHLORIDE FOR THE BENTON COUNTY PUBLIC WORKS DEPARTMENT

WHEREAS, the Benton County Public Works Department uses magnesium chloride in their routine maintenance of County gravel roads; and

WHEREAS, the magnesium chloride that was previously purchased has been dispersed and it is necessary to purchase additional magnesium chloride in preparation for summer maintenance activities; and

WHEREAS, a bid packet (No. CB22-05) has been prepared by the Benton County Purchasing Department staff, reviewed and approved as to form by the Benton County Prosecuting Attorney's office, and is now ready to receive bids; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners authorize the advertisement of solicitation for bids when a formal bidding process is required; **NOW, THEREFORE,**

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB22-05 Furnishing Magnesium Chloride for the Benton County Public Works Department.

Dated this 15th day of February 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON**

REQUEST FOR BIDS

BIDS FOR: CB22-05 - FURNISHING MAGNESIUM CHLORIDE

BIDS RECEIVED: MARCH 2, 2022, AT 11:00 A.M., in the Office of the Benton County Public Works Department, Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington 99338. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

INSTRUCTIONS:

Please state hereon, in the column provided in the Proposal, the lowest price at which you will provide the article specified. Unsigned bids will not be considered.

The proposal shall be placed in a sealed envelope marked "BIDS – MAGNESIUM CHLORIDE" and delivered to Benton County Public Works Department at the location, date and time stated above. Bids shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.

AWARD OF CONTRACT:

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered.

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

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Shannon Christen at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bids are due cannot be answered.

EXECUTION OF CONTRACT:

Successful bidder will be required to enter into a formal contract substantially similar to Exhibit A attached.

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2022 edition, the purchase contemplated is set forth as follows:

Furnishing MAGNESIUM CHLORIDE as required by the Benton County Public Works Department beginning approximately May 2, 2022, with further deliveries as needed.

Delivery Trucks must have the ability to provide a sample of each load delivered if requested by the County.

The Vendor must supply a bill of lading or delivery slip showing the weight, in gallons, of each delivered load. The Vendor must also supply a verifiable ticket showing the pounds per gallon of the magnesium chloride, per delivered load.

Physical Properties

Specific Gravity 1.31+/- 0.02
pH (5% Solution) 7 - 9
Weight 10.7 - 11.1 lbs./gallon

<u>Typical Analysis</u>			<u>Typical</u>	<u>Range</u>
Magnesium Chloride	(MgCl 2)	(%)	30.9	27-35
Sulfate	(SO 4)	(%)	2.2	0.6 – 3.7
Water	(H ₂ O)	(%)	66.9	64 - 72

DELIVERY TIMES, LOCATIONS AND AMOUNTS:

All deliveries shall be made between, 6:30 a.m. and 4:00 p.m., Monday through Thursday, except Holidays, unless otherwise permitted by the County Road Department.

The County has eight (8) tanks at five (5) different locations:

KENNEWICK ROAD MAINTENANCE FACILITY
10,500 gal. and 8,500 gal. tanks
102808 Wiser Parkway
Kennewick, WA 99338

FINLEY QUARRY SITE
10,500 gal. and 6,000 gal. tanks
60313 S. Finley Road
Kennewick, WA 99337

PROSSER ROAD MAINTENANCE FACILITY
10,500 gal. and 6,000 gal. tanks
14303 N. Hinzlerling Road
Prosser, WA 99350

HORRIGAN QUARRY SITE
10,500 gal. tank
Sellards Road – 1 mile west of Lincoln Road
Prosser, WA 99350

TRAVIS STOCKPILE SITE
6,000 gal. tank
NW corner of Sellards Road and Travis Road
Prosser, WA 99350

Delivery will be made to all locations. The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 3 business days prior to required delivery. Vendor must be able to deliver product within 3 business days after order is placed.

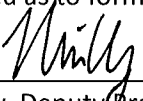
It is estimated this contract will be for approximately 300,000 gallons, dependent on price. This is offered for internal planning only and should not be considered a guaranteed usage.

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

The County may not be able to take continuous delivery. Every effort will be made to cooperate with vendor's scheduling requirements.

TAX PROVISIONS:

Washington State Sales Tax (WSST) will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase. The Prosser Road Maintenance Facility location is at 8.6% WSST and the Kennewick Road Maintenance Facility, Finley Quarry, Horrigan Quarry and Travis Stockpile locations are at 8.0% WSST.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney
Date <u>2/3/22</u>

PROPOSAL
FOR FURNISHING
MAGNESIUM CHLORIDE

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

<u>ITEM</u> <u>NO.</u>	<u>PRODUCT</u>	<u>PRICE PER GAL. DELIVERED</u>
1	Magnesium Chloride – as described in Request for Bids	\$_____ Gal.
Please note: price is to be given per GALLON.		

DATED this _____ day of _____, 2022.

FIRM NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: (_____) _____

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: _____

BY: _____
Authorized Signature Print Name and Title

BY: _____
Authorized Signature Print Name and Title

PROPOSAL MUST BE SIGNED

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022
Subject:	Executing a Service Contract for pest management with Rentokil North America, Inc. d/b/a Western Exterminator Company
Presenter:	
Prepared By:	S. Christen
Reviewed By:	M. McGhan
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

Benton County facilities, specifically the Road Maintenance Facilities and the Public Services Building, from time to time have issues with rodents and spiders, therefore it has been determined that a pest control management program is needed.

Per Resolution 2021-233, the Procurement, Leasing, and Contracting Policy, Section 5.0 Services states "the 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. The County has been pleased with the pest control service previously provided by Rentokil North America, Inc. d/b/a/ Western Exterminator Company; staying with the same company prevents us from having to pay another company to set up their equipment (bait boxes); and the quotes provided by Western Exterminator were reasonable. The Fleet Manager recommends entering into a service contract with Western Exterminator.

A contract has been prepared, reviewed and approved as to form by the Prosecuting Attorney's office, and signed by Western Exterminator and now needs the Board's approval.

Fiscal Impact

Amount: Not to exceed \$20,000.00 excluding WSST

Fund: ER&R Fund for the majority
A portion will be expended from Current Expense for the appropriate department using the services.

Recommendation

The Fleet Manager recommends the Board approve the pest management contract with Rentokil North America, Inc. d/b/a Western Exterminator Company in an amount not to exceed \$20,000.00 excluding WSST which will expire on February 28, 2024.

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 RENTOKIL NORTH AMERICA, INC. d/b/a WESTERN EXTERMINATOR COMPANY TO PROVIDE PEST MANAGEMENT SERVICES AT BENTON COUNTY LOCATIONS

WHEREAS, per Resolution 2021-233, the Procurement, Leasing, and Contracting Policy, Section 5.0 Services states "the 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 County facilities, specifically the Road Maintenance Facilities and the Public Services Building, from time to time have issues with rodents and spiders, therefore it has been determined that a pest control management program is needed; and

WHEREAS, it is desirous to have all other Benton County facilities be covered under this program, if needed; and

WHEREAS, the County has been pleased with the pest control service previously provided by Western Exterminator Company; staying with the same company prevents us from having to pay another company to set up their equipment (bait boxes); and the quotes provided by Western Exterminator were reasonable; and

WHEREAS, the Fleet Manager recommends entering into a service contract with Western Exterminator Company for pest management services; and

WHEREAS, a contract has been prepared, approved as to form by a Deputy Prosecuting Attorney and signed by Western Exterminator Company; **NOW, THEREFORE**,

BE IT RESOLVED, the Benton County Board of Commissioners hereby approves to have Rentokil North America, Inc. d/b/a Western Exterminator Company provide pest management services at Benton County facilities for an amount not to exceed \$20,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the attached Personal Services Contract shall commence on March 1, 2022, and expire on February 28, 2024.

Dated this 15th day of February 2022.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

**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 **RENTOKIL NORTH AMERICA, INC. d/b/a WESTERN EXTERMINATOR COMPANY**, a corporation organized under the laws of the State of Pennsylvania, qualified to do business in the State of Washington, with its principal offices at 1125 Berkshire Blvd., Suite 150, Reading, PA 19610 (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 document:

Exhibit A - Western Exterminator Company proposal dated January 17, 2022.

2. DURATION OF CONTRACT

The term of this Contract shall begin on March 1, 2022 and shall expire on February 28, 2024. 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 a pest management program, detailed on Exhibit A – Western Exterminator Company’s proposal which is attached and incorporated herein by reference, on a monthly basis at the Benton County Kennewick Maintenance Facility at 102808 Wiser Parkway, Kennewick, WA; the Public Services Building at 102206 Wiser Parkway, Kennewick, WA; and the Prosser Maintenance Facility at 14303 Hinzerling Road, Prosser, WA.
- b. Any service needed for non-covered pests or at a Benton County location not listed in Exhibit A will be performed and charged at a negotiated rate.
- c. All rodent equipment and pre-baiting trays remain the property of the CONTRACTOR unless specifically noted. The COUNTY is responsible for the replacement of missing or damaged equipment at market value price.
- d. 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.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. 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: Anthony Brookshire
Regional Account Executive
Address: 10905 E. Montgomery Suite #2
Spokane Valley, WA 99206
Phone: 509-590-3173
Email: anthony.brookshire@west-ext.com

b. For COUNTY:

Name: Mike McGhan
Fleet Manager
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-222-2306
Email: Michael.mcghan@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.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Twenty Thousand Dollars and No 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 submit invoices to the COUNTY not more than once per month per site 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. Notwithstanding anything to the contrary elsewhere in this Agreement, CONTRACTOR'S cumulative liability to the indemnified parties under this Agreement is capped at \$3,000,000.00, whether that liability arises 1) directly from the CONTRACTOR to the indemnified parties; 2) the CONTRACTOR'S duty to defend and indemnify the indemnified parties from third party claims; or 3) the indemnified parties' rights and access to the CONTRACTOR'S relevant insurance policies as an additional insured.
- c. 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.**

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8, notice of cancellation or change of required insurance coverages shall be mailed to 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 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 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 subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of

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

27. PUBLIC RECORDS ACT

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

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

Dated: _____

Dated: 2-2-22

FOR: BENTON COUNTY

**FOR: RENTOKIL NORTH AMERICA, INC. d/b/a
WESTERN EXTERMINATOR COMPANY**

Chairman



Signature

Member

Regional Account Executive

Title:

Member

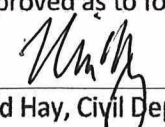
Anthony Brookshire

Print Name

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

Attest: _____
Clerk of the Board

Approved as to form:



Reid Hay, Civil Deputy Prosecuting Attorney



Exhibit A

January 17, 2022
Public Service Building
102206 E Wiser Parkway
Kennewick, WA 99338

Attn: Shannon Christen

Integrated Pest Management Plan

Focus: Exterior rodent control via bait stations on the exterior of the building (along your exterior walls only) Preventative insect control via exterior perimeter applications to control ants, spiders, and occasional invaders. Interior metal tin can rodent and insect monitors placed throughout the interior spaces (lunchroom, utility rooms)

Treatment Frequency: Continue with regular monthly service baiting exterior bait stations for rodents around buildings and a comprehensive exterior perimeter treatment for ants, spiders, and occasional invaders around main buildings. Interior service includes a thorough inspection of all interior areas as well as interior tin can traps and insect monitors.

All Western devices will be monitored, serviced, and cleaned on a monthly basis. Exterior perimeter treatment for ants, spiders, and occasional invaders will take place on each service. A service report will be generated upon the completion of each service, documenting any/all substances and services used and/or performed.

Investment:

Initial service/setup - no set up unless a new location is needed and we will discuss that cost once an initial inspection is done.

Regular monthly rodent service \$121.50/ per month

*Callbacks between regular monthly service visits for covered pests (ants, spiders, and occasional invaders) in common areas are free of charge.

*Sales tax added where required by state law.

*Each service is billed on a net 30 basis as each service is completed.

*Any service for non-covered pests (cockroaches, bed bugs, birds, etc...) will be charged separate per job.



January 17, 2022

County of Benton - Benton County Rod Dept, Kennewick Shop
102808 E Wiser Parkway
Kennewick, WA 99338

Attn: Shannon Christen

Integrated Pest Management Plan

Focus: Exterior rodent control via bait stations on the exterior of the building (along your exterior walls only) Preventative insect control via exterior perimeter applications to control ants, spiders, and occasional invaders. Interior metal tin can rodent and insect monitors placed throughout the interior spaces (lunchroom, utility rooms, and shop areas)

Treatment Frequency: Continue with regular monthly service baiting exterior bait stations for rodents around buildings and a comprehensive exterior perimeter treatment for ants, spiders, and occasional invaders around main buildings take place a minimum of four times a year (winter, spring, summer, and fall). Interior service includes a thorough inspection of all interior areas as well as interior tin can traps and insect monitors.

All Western devices will be monitored, serviced, and cleaned on a monthly basis. Exterior perimeter treatment for ants, spiders, and occasional invaders will take place on each service. A service report will be generated upon the completion of each service, documenting any/all substances and services used and/or performed.

Investment:

Initial service/setup - no set up unless a new location is needed and we will discuss that cost once an initial inspection is done.

Regular monthly rodent service \$270.00/ per month

*Callbacks between regular monthly service visits for covered pests (ants, spiders, and occasional invaders) in common areas are free of charge.

*Sales tax added where required by state law.

*Each service is billed on a net 30 basis as each service is completed.

*Any service for non-covered pests (cockroaches, bed bugs, birds, etc...) will be charged separate per job.



January 17, 2022

County of Benton - Benton County Road Dept, Prosser Shop
14303 N. Henzerling Rd.
Prosser, WA 99350

Attn: Shannon Christen

Integrated Pest Management Plan

Focus: Exterior rodent control via bait stations on the exterior of the building (along your exterior walls only) Preventative insect control via exterior perimeter applications to control ants, spiders, and occasional invaders. Interior metal tin can rodent and insect monitors placed throughout the interior spaces (lunchroom, utility room, and shop areas)

Treatment Frequency: Continue with regular monthly service baiting exterior bait stations for rodents around buildings and a comprehensive exterior perimeter treatment for ants, spiders, and occasional invaders around main buildings take place a minimum of four times a year (winter, spring, summer, and fall). Interior service includes a thorough inspection of all interior areas as well as interior tin can traps and insect monitors.

All Western devices will be monitored, serviced, and cleaned on a monthly basis. Exterior perimeter treatment for ants, spiders, and occasional invaders will take place on each service. A service report will be generated upon the completion of each service, documenting any/all substances and services used and/or performed.

Investment:

Initial service/setup - no set up unless a new location is needed and we will discuss that cost once an initial inspection is done.

Regular monthly rodent service \$231.50/ per month

*Callbacks between regular monthly service visits for covered pests (ants, spiders, and occasional invaders) in common areas are free of charge.

*Sales tax added where required by state law.

*Each service is billed on a net 30 basis as each service is completed.

*Any service for non-covered pests (cockroaches, bed bugs, birds, etc...) will be charged separate per job.



Anthony Brookshire
Regional Account Executive - Western Exterminator
January 17, 2022

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022
Subject:	Executing Purchase Agreement for bulk diesel fuel from KBT Distributing, LLC. utilizing State Contract No. 08721
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Michael McGhan
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

The County has bulk diesel storage tanks, one at the Jail for the generator, one at the Fairgrounds and one each at the Prosser and Kennewick Road Maintenance Facilities. There is a need to purchase the on-going replenishment of diesel fuel to be used by the generator and the vehicles and equipment managed by the ER&R Department. Washington State DES Contract No. 08721 allows for the purchase of bulk diesel fuel from KBT Distributing, LLC.

A Purchase Agreement stating the County is utilizing the State Contract has been prepared, reviewed and approved as to form by our departmental Deputy Prosecuting Attorney, and has been signed by KBT Distributing, LLC.

Fiscal Impact

Amount: Not to exceed amount of \$250,000.00 excluding WSST

Fund: Primarily the ER&R Fund, which is reimbursed by the fund using the equipment. The fuel for the tank at the Fairgrounds will be purchased by Fairground funds and the fuel for the tank at the Jail is purchased by Current Expense.

Recommendation

Authorize the purchase of bulk diesel fuel from KBT Distributing, LLC utilizing the Washington State DES Contract No. 08721 from the date last signed through February 28, 2023, in an amount not to exceed \$250,000.00 excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING THE PURCHASE AGREEMENT FOR BULK DIESEL FUEL FROM KBT DISTRIBUTING, LLC UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES (DES) MASTER CONTRACT USAGE AGREEMENT, CONTRACT NO. 08721

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services (DES); and

WHEREAS, there is a need to purchase the on-going replenishment of bulk diesel fuel for the generator at the Jail and equipment and vehicles managed by ER&R; and

WHEREAS, Washington State DES Contract No. 08721 allows for the purchase of bulk diesel fuel from KBT Distributing, LLC; and

WHEREAS, a Purchase Agreement stating the County is utilizing the State Contract has been prepared, reviewed and approved as to form by our departmental Deputy Prosecuting Attorney, and has been signed by KBT Distributing, LLC; and

WHEREAS, the Fleet Superintendent recommends the approval of the purchase of bulk diesel fuel from KBT Distributing, LLC, utilizing DES Contract No. 08721; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Fleet Manager and authorizes the purchase of bulk diesel fuel from KBT Distributing, LLC, utilizing the Washington State DES Contract No. 08721 from this date through February 28, 2023, at or below the current state contract rate, in a total amount not to exceed \$250,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign on behalf of Benton County, the attached Purchase Agreement.

Dated this 15th day of February 2022.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

PURCHASE AGREEMENT Benton County, Washington Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350			RESOLUTION No: _____ Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.																																																																		
Vendor: KBT Distributing, LLC			AGREEMENT: In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.																																																																		
Vendor Code:																																																																					
Vendor Contact: Branden Curtis, Vice President																																																																					
Vendor Contact Phone: 509-490-4177 branden@kbtddistributing.com																																																																					
Vendor Principal Place of Business: 61 W Wapato Rd, Wapato, WA 98951																																																																					
Ship To: Benton County Road Dept. 14303 N. Hinzerling Rd., Prosser, WA 1500 S. Oak St., Kennewick, WA 102808 Wiser Parkway, Kennewick, WA 7122 W. Okanogan Pl, Kennewick, WA Order form will specify delivery location																																																																					
Bill To: Benton County Public Works P. O. Box 1001 Prosser, WA 99350 fleet@co.benton.wa.us			P.O. Date:																																																																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Line</th> <th style="width: 55%;">Description</th> <th style="width: 10%;">Qty</th> <th style="width: 15%;">Unit Price</th> <th style="width: 15%;">Total Price</th> </tr> </thead> <tbody> <tr> <td></td> <td>WA State Contract 08721 - Fuels: Gasoline, Diesel, and Renewables</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Purchase on-going replenishment of bulk diesel fuel through the use of the Washington State Master Contract Usage Agreement-Contract No. 08721 from the date last signed through February 28, 2023 at or below the current state contract rate in an amount not to exceed \$250,000.00 excluding WSST.</td> <td>variable</td> <td>as per State Contract 08721</td> <td>Not to exceed \$250,000.00</td> </tr> <tr><td> </td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="3"></td> <td style="text-align: right;">TOTAL ORDER</td> <td style="text-align: right;">- Not to exceed \$250,000.00 excluding WSST</td> </tr> </tbody> </table>					Line	Description	Qty	Unit Price	Total Price		WA State Contract 08721 - Fuels: Gasoline, Diesel, and Renewables					Purchase on-going replenishment of bulk diesel fuel through the use of the Washington State Master Contract Usage Agreement-Contract No. 08721 from the date last signed through February 28, 2023 at or below the current state contract rate in an amount not to exceed \$250,000.00 excluding WSST.	variable	as per State Contract 08721	Not to exceed \$250,000.00																																																	TOTAL ORDER	- Not to exceed \$250,000.00 excluding WSST
Line	Description	Qty	Unit Price	Total Price																																																																	
	WA State Contract 08721 - Fuels: Gasoline, Diesel, and Renewables																																																																				
	Purchase on-going replenishment of bulk diesel fuel through the use of the Washington State Master Contract Usage Agreement-Contract No. 08721 from the date last signed through February 28, 2023 at or below the current state contract rate in an amount not to exceed \$250,000.00 excluding WSST.	variable	as per State Contract 08721	Not to exceed \$250,000.00																																																																	
			TOTAL ORDER	- Not to exceed \$250,000.00 excluding WSST																																																																	
This Agreement shall expire on February 28, 2023. Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to Contract No. 08721.			Questions and Clarifications should be Addressed to Buyer Contact: Contact: Michael McGhan Address: P. O. Box 1001 Prosser, WA 99350 Phone: 509-786-5611 Email: michael.mcghan@co.benton.wa.us																																																																		
This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 08721 Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.																																																																					
Approved as to Form (Deputy Prosecutor): _____ Reid Hay, Civil DPA																																																																					

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

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

Vendor Name (Print): Branden Curtis Title: Vice President Date: 2-2-22

Vendor Signature: Branden Curtis

Benton County

Board of Commissioners: _____ Date: _____
Shon Small, Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022
Subject:	Second Agreement Amendment w/GUARDIAN RFID
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Ryan Lukson; Purchasing
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☒ Execute Contract

Summary / Background Information

Per Resolution 2016-286, the Board of Benton County Commissioners awarded the GUARDIAN RFID System Agreement to Codex Corporation dba/GUARDIAN RFID to provide inmate tracking System for the Benton County Jail.

The First Agreement Amendment was necessary to upgrade the GUARDIAN hardware and add two (2) additional one-year renewal periods to the agreement.

The attached Second Agreement Amendment is necessary as both parties wish to upgrade the GUARDIAN hardware once again, add three (3) additional one-year (1-year) periods, and revise Addendum B to list the price of the upgraded equipment and Year 6, Year 7, and Year 8 renewal fees, while maintaining the rest of the Agreement in full force and effect.

Fiscal Impact

Price to upgrade hardware: \$32,505, not including WSST – to be paid from the Jail Depreciation Fund.

Subscription Renewal: \$15,748.75 each year for 2023, 2024, and 2025 – to be paid from Central Services Fund.

Recommendation

Approve the attached Resolution and Second Agreement Amendment and authorize the Chairman to sign said amendment between the Benton County and Codex Corporation dba/GUARDIAN RFID.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF THE SECOND AMENDMENT TO THE GUARDIAN RFID SYSTEM AGREEMENT
BETWEEN BENTON COUNTY AND CODEX CORPORATION DBA/GUARDIAN RFID**

WHEREAS, per Resolution 2016-286 dated April 5, 2016, the Board of Benton County Commissioners awarded the GUARDIAN RFID System Agreement to Codex Corporation dba/GUARDIAN RFID to provide inmate tracking system for the Benton County Jail; and

WHEREAS, the First Agreement Amendment was necessary to upgrade the GUARDIAN hardware and add two (2) additional one-year renewal periods to the agreement; and

WHEREAS, the attached Second Agreement Amendment is necessary as both parties wish to upgrade the GUARDIAN hardware once again, add three (3) additional one-year (1-year) periods, and revise Addendum B to list the price of the upgraded equipment and Year 6, Year 7, and Year 8 renewal fees, while maintaining the rest of the Agreement in full force and effect; and

WHEREAS, the cost of the upgraded hardware in the amount of \$32,505 plus WSST shall be paid from the Jail Depreciation Fund; and

WHEREAS, the \$15,748.75 annual renewal fee shall be paid from the Central Services Fund; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached Second Agreement Amendment between Benton County and Codex Corporation dba/ GUARDIAN RFID and hereby approves the upgrade of the GUARDIAN hardware, adding three (3) additional one-year (1-year) periods, and revising Addendum B listing the price of the upgraded equipment, and adding Year 6, Year 7, and Year 8 renewal fees, while maintaining the rest of the Agreement in full force and effect; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Corrections Department to move forward with the upgraded GUARDIAN RFID equipment in the amount of \$32,505 plus WSST to be paid from the Jail Depreciation Fund; and

BE IT FURTHER RESOLVED, the Board hereby approves adding the three (3) additional one-year (1-year) periods for an annual auto renewal amount of \$15,748.75, subject to 3.5% annual increases and WSST to be paid from the Central Services Fund; and

BE IT FURTHER RESOLVED, the initial term of this Agreement shall begin on the Effective Date and extend to the first anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, the Agreement will be automatically renewed for up to eight (8) additional one-year (1-year) periods.

Dated this _____ day of _____, 2022

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**Second Amendment to
Guardian RFID System Agreement
between
Codex Corporation d/b/a GUARDIAN RFID and
Benton County, by and for, Benton County Sheriff's Office**

This Second Agreement Amendment, made and entered into this ____ day of ____, 2022 by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and BENTON COUNTY, by and for the BENTON COUNTY CORRECTIONS DEPARTMENT, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, a body corporate and politic under the laws of the State of Washington (hereinafter "Customer").

Recitals

Whereas, GUARDIAN RFID and Customer entered into a GUARDIAN RFID System Agreement dated April 5, 2016 (the "Agreement") whereby GUARDIAN RFID agreed to provide a system comprised of software, hardware, support services and a web-based software as a service platform to deliver a wide range of inmate management, monitoring and tracking solutions (the "GUARDIAN RFID System") to the Customer, as set forth more fully in said Agreement.

Whereas, GUARDIAN RFID commercially released a new version of the GUARDIAN RFID hardware after the Effective Date, which adds, and changes functionalities features to the GUARDIAN RFID system.

Whereas, the First Amendment to the GUARDIAN RFID System was necessary as both parties wished to amend Section 18. (a) - Term and Termination to add two (2) additional one-year (1-year) periods and Addendum B to list the price of the upgraded equipment and Year 4 & Year 5 Renewal fees, while maintaining the rest of the Agreement in full force and effect.

Whereas, this Second Amendment to the GUARDIAN RFID System is necessary as both parties once again wish to amend Section 18. (a) – Term and Termination to add three (3) additional one-year (1-year) periods and Addendum B to list the price of the upgraded equipment and Year 6, Year 7, and Year 8 Renewal fees, while maintaining the rest of the Agreement in full force and effect.

Now, therefore, in consideration of the provisions and agreement set forth herein, the parties agree that all provisions of their original Agreement shall remain in effect except the below sections which are amended as follows:

- a) Section 18. **TERM AND TERMINATION** - Section (a) is hereby deleted and replaced in its entirety with the following:

(a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the first anniversary of the Go-Live Date (the “Initial Term”). After the Initial Term, subject to the Section 18(b), this Agreement will be automatically renewed for up to eight (8) additional one-year (1-year) periods (each such period, an “Extended Term”).

- b) ADDENDUM B – **FEE PAYMENT SCHEDULE** - is hereby deleted and replaced in its entirety with the attached ADDENDUM B – FEE PAYMENT SCHEDULE.

This section was intentionally left blank

IN WITNESS WHEREOF, the Parties to this Contract Amendment have executed this Amendment to take effect upon signature of both parties.

BENTON COUNTY

Shon Small, Chairman
Benton County Commissioner



(Signature of authorized representative)

Name: Ken Dalley

Title: President

Date: _____

Date: January 28, 2022

GUARDIAN RFID

Approved as to form:



Ryan J. Lukson
Civil Deputy Prosecuting Attorney



ADDENDUM B

FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Fee Type*	Event Occurrence	Amount
First Third of Initial Fee	Access to GUARDIAN RFID OnDemand prior to Go-Live	32,425.12
Second Third of Initial Fee	Delivery of Hardware	32,425.12
Final Third of Initial Fee	Go-Live Date	32,425.12
Year 1 Renewal Fee**	First anniversary of the Go-Live Date	15,748.75
Year 2 Renewal Fee**	Second anniversary of the Go-Live Date	15,748.75
Year 3 Renewal Fee**	Third anniversary of the Go-Live Date	15,748.75
Trade-in Amendment	Delivery of Hardware/License/Trade-in – Quote BentonCoWA – 23 Spartans – (Trade-In) – Quote Number 00002108 (attached)	36,177.00
Year 4 Renewal Fee**	Fourth anniversary of the Go-Live Date	15,748.75
Year 5 Renewal Fee**	Fifth anniversary of the Go-Live Date effective 1/27/22	15,748.75
Trade-in Amendment	Delivery of Hardware/License/Trade-in Quote BentonCoWA – SPARTAN – 00004393 (attached)	32,505.00
Year 6 Renewal Fee**	Sixth Anniversary of the Go-Live Date effective 1/27/23	15,748.75
Year 7 Renewal Fee**	Seventh Anniversary of the Go-Live Date effective 1/27/24	15,748.75
Year 8 Renewal Fee**	Eighth Anniversary of the Go-Live Date effective 1/27/25	15,748.75

* These amounts do not include any taxes.

** Renewal fees may be increased by up to 3.5% annually, provided that GUARDIAN RFID provides notice to the Customer ninety (90) days prior to the end of the Initial Term or the end of any Extended Term, as applicable.



Company Address 6900 Wedgwood Rd. N, Suite 325
Maple Grove, Minnesota 55311
United States

Created Date 1/11/2022

Expiration Date 3/31/2022

Quote Name BentonCoWA -SPARTAN

Quote Number 00004393

Prepared By Mark Cowley

Email mark.cowley@guardianrfid.com

Contact Title Lieutenant

Contact Name Kasey Kist

Phone (509) 735-6555

Email kasey.kist@co.benton.wa.us

Note Mobile Command license transfer fee waived for new devices if the warranty on the existing devices is still in effect. (Mark Cowley Extended Quote date and added license transfer fee)

Product	Product Family	Quantity	Sales Price	Total Price	Warranty	Max Replacements
GUARDIAN RFID® Mobile Command™ for SPARTAN™ Trade In License Transfer	Software	23.00	\$200.00	\$4,600.00	N/A	N/A
GUARDIAN RFID® SPARTAN 3™	Hardware	23.00	\$1,195.00	\$27,485.00	Three-Year	1 per Serial#

Subtotal \$32,085.00

Total Price \$32,085.00

Shipping and Handling \$420.00

Grand Total \$32,505.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022		
Subject:	Executing Service Contract with Geophex, Ltd. for Digital Orthophotography for 2022		
Presenter:	N/A		
Prepared By:	S. Christen		
Reviewed By:	R. Heard, A. VonMoos		
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)		
Type of Agenda Item:	Type of Action Needed:		
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only (1 st) ☐ Pass Motion ☐ Discussion Only (2 nd) ☒ Pass Resolution ☐ Decision/Direction ☐ Pass Ordinance ☐ Sign Letter/Document ☒ Execute Contract		

Summary / Background Information

In order to keep up with growth and changes to its land base, infrastructure, and associated public services, it is essential that Benton County continually maintains a current GIS base and periodically updates its digital orthophotography. Since the urban digital orthophotography has not been updated since 2020, the Benton County IT Department will be contracting again with the company, Geophex, Ltd., that provided the 2020 urban color digital orthophotography for a new project which will provide updated high-resolution color digital orthophotography for urban areas within the cities of Kennewick, Richland, West Richland, and Pasco. By combining resources in a joint project such as this, participants will be able to acquire high quality color digital orthophotography at a substantially reduced rate from that which would be incurred if participants were to contract separately.

The cities of Kennewick, Richland, West Richland, and Pasco will be reimbursing Benton County for the cost of the high-resolution digital orthophotography within their urban growth project areas according to the following totals: Kennewick - \$10,790.00 plus B&O tax; Richland - \$18,638.00 plus B&O tax; West Richland - \$4,140.00 plus B&O tax; and Pasco - \$18,412.00 plus B&O tax. It is the intention of the participating agencies that in combining resources in such a manner, digital orthophotography projects will be more cost-effective for all participating agencies, and such cooperative efforts will allow for more frequent updates of the agencies' digital orthophotography base.

Fiscal Impact

Amount: \$112,479.00 plus applicable taxes

Fund: Current Expense – GIS Department (0000101.131.00000.518.830.4103)
 A total of \$51,980.00 will be reimbursed by the cities

Recommendation

The IT Manager recommends the Board approve the proposed Service Contract for digital orthophotography for 2022 with Geophex, Ltd.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING GEOPHEX, LTD. A SERVICE CONTRACT FOR HIGH RESOLUTION COLOR DIGITAL ORTHOPHOTOGRAPHY

WHEREAS, per the Benton County Procurement, Leasing and Contracting Policy, the County may 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, in order to keep up with growth and the associated public services, Benton County continually updates its GIS base and periodically updates its digital orthophotography base; and

WHEREAS, Benton County's urban digital orthophotography base has not been updated since 2020; and

WHEREAS, Benton County will be fully reimbursed for project costs by the cities of Kennewick, Richland, West Richland, and Pasco, per Interlocal Agreements with each city; and

WHEREAS, it was determined that Geophex, Ltd. possesses the necessary expertise for the proposed 2022 orthophoto service contract, and further retains access to all of the associated County data from the previous orthophoto service contracts, which will be employed as a foundation for future projects, and both Benton County and participating cities wish to cooperatively utilize the same company for the 2022 orthophoto service contract; and

WHEREAS, a contract was prepared, the departmental assigned Deputy Prosecuting Attorney has reviewed and approved as to form, and Geophex, Ltd. has signed said contract; and

WHEREAS, the Benton County IT Manager recommends awarding the 2022 orthophoto service contract to Geophex, Ltd., a North Carolina corporation, for \$112,479.00, plus applicable taxes; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agree to move forward with this project and award the 2022 color digital orthophotography project to Geophex, Ltd., a North Carolina corporation, for a total contract amount of \$112,479.00 plus applicable taxes; and

BE IT FURTHER RESOLVED the term of the attached contract commences upon execution by both parties and shall expire on December 31, 2022.

Dated this 15th day of February, 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners, Benton County, Washington

**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 **GEOPHEX LTD.**, a North Carolina corporation, qualified to do business in the State of Washington, with its principal offices at 605 Mercury Street, Raleigh, NC, 27603, (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 - Compensation;
- c. Exhibit C - Project Areas;
- d. Exhibit D - Geophex Surveys Quote Letter.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall capture high resolution imagery and process it according to industry standards in order to produce high quality digital orthophotographs. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties, as set out in the Scope of Work.
- 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: Bill Dawson
Address: 605 Mercury Street
Raleigh, NC 27603
Phone: (425)894-9146
Email: bdawson@geophexsurveys.com

b. For COUNTY:

Name: Anthony VonMoos
Address: 7122 W. Okanogan Place, Bldg. E
Kennewick, WA 99336
Phone: (509)786-5485
Email: Anthony.vonmoos@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of One Hundred and Twelve Thousand, Four Hundred Seventy-Nine Dollars and Zero Cents (\$112,479.00), plus applicable taxes, in accordance with Exhibit B, "Compensation", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Hundred and Twelve Thousand, Four Hundred Seventy-Nine Dollars and Zero Cents (\$112,479.00), plus applicable taxes.

- 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 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.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability

pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment

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

f. Verification of Coverage and Acceptability of Insurers:

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving 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.

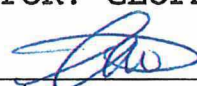
Dated: _____

Dated: February 1, 2022

FOR: BENTON COUNTY

FOR: GEOPHEX LTD

Chairman



Signature

Member

President

Member

Title:

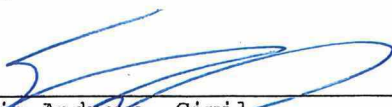
Andrew Dawson

Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form



Eric Andrews, Civil
Deputy Prosecuting Attorney

Exhibit A

Scope of Work

1. Introduction

Benton County is one of the fastest growing counties in Washington State. To keep up with growth and the associated public services, the county continually updates its GIS base maps. Geographic products such as aerial photography and orthophotos allow organizations to accomplish work in a more efficient and effective manner.

The purpose of this contract is to acquire new color digital orthophotography in the year 2022. Benton County is hereinafter called and referred to as the "County" for the 2022 Digital Orthophotography Project.

2. Project Area

The defined project areas are as follows (See Exhibits C-1 thru C-6 - Project Area Maps):

2.1 Project Areas

2.1.1 All Benton County less Hanford Reservation: 1333 sq miles at 12-inch pixel resolution

2.1.2 City of Prosser Project Area 11.91 sq miles at 4-inch pixel resolution or better

2.1.3 City of West Richland Project Area: 16.35 sq miles at 4-inch pixel resolution or better

2.1.4 City of Richland Project Area: 73.60 sq miles at 4-inch pixel resolution or better

2.1.5 City of Kennewick Project Area: 42.61 sq miles at 4-inch pixel resolution or better

2.1.6 City of Pasco Project Area: 72.71 sq miles at 4-inch pixel resolution or better

3. Commencement of Work

A notice to proceed will be issued to the Contractor upon execution of the personal services contract between the County and Geophex surveys

4. Specifications

Exhibit A

Scope of Work

4.1 General Requirements

General project requirements follow those put forth in the original Geophex Surveys Proposal, dated November 19, 2021, unless otherwise specified in this Scope of Work. The Counties permit subcontracting portions of the project as specified in the proposal.

- 4.1.1 **Benton County less Hanford Reservation** - 12-inch resolution with an orthophoto accuracy of 3.0 feet, typically flown within a Late-February to Mid-March timeframe that matches the Environmental Conditions specified below.
- 4.1.2 **City of Prosser Project Area** - 4-inch pixel resolution or better with an orthophoto accuracy of 1.0 foot, flown within a Late-February to Mid-March timeframe that matches the Environmental Conditions specified below.
- 4.1.3 **City of West Richland Project Area** - 4-inch pixel resolution or better with an orthophoto accuracy of 1.0 foot, flown within a Late-February to Mid-March timeframe that matches the Environmental Conditions specified below.
- 4.1.4 **City of Richland Project Area** - 4-inch pixel resolution or better with an orthophoto accuracy of 1.0 foot, flown within a Late-February to Mid-March timeframe that matches the Environmental Conditions specified below.
- 4.1.5 **City of Kennewick Project Area** - 4-inch pixel resolution or better with an orthophoto accuracy of 1.0 foot, flown within a Late-February to Mid-March timeframe that matches the Environmental Conditions specified below.
- 4.1.6 **City of Pasco Project Area** - 4-inch pixel resolution or better with an orthophoto accuracy of 1.0 foot, flown within a Late-February to Mid-March timeframe that matches the Environmental Conditions specified below.

Exhibit A

Scope of Work

4.2 Aerial Imagery

The aerial imagery shall be used to produce digital orthophotography images suitable for use with mapping applications. The camera system to be used for Aerial Image Acquisition compilation shall be the Vexcel UltraCamX, as specified in Geophex Surveys' proposal, or shall be a comparable camera system with the same specifications or better.

4.2.1 Aerial Image Acquisition - The Contractor shall acquire color digital imagery during early spring leaf off, typically within a Late-February to Mid-March timeframe that matches the Environmental Conditions specified below, with the 4" pixel resolution or better Urban areas being flown first. The imagery shall be used to produce digital orthophotography images suitable for use with mapping applications.

4.2.2 Flying Height - The flying height shall be as appropriate to produce digital orthophotography at the specified scale to meet the specified pixel resolution for each project area. The Contractor may resample from a smaller pixel resolution to achieve the specified pixel resolution, but in no case shall the Contractor resample from a larger pixel resolution to achieve the specified pixel resolution.

4.2.3 Flight Plan - A final flight plan shall be designed by the Contractor and approved by the Counties.

4.2.4 Environmental Conditions - Aerial imagery shall be obtained when the sky is sufficiently clear; the ground is sufficiently free from snow, haze, smoke, dust, and cloud shadows; rivers and streams are within their normal banks, and deciduous trees are sufficiently barren to permit the intended uses of the imagery. Spectral reflectance from water should be minimized and should not obscure shoreline features. The solar angle shall be 28-degrees or more above the horizon at the time of exposure with the 4-inch resolution imagery for the urban areas being acquired as close to noon as is feasible.

Exhibit A

Scope of Work

- 4.2.5 **Aircraft and Crew Members** - Aircraft shall be maintained and operated in accordance with the regulations of the Federal Aviation Administration and the Civil Aeronautics Board.
- 4.2.6 **Re-flights** - The Contractor shall, with no additional fee, correct aerial imagery that does not meet defined project specifications. All re-flights shall be centered on the plotted flight lines and shall be taken with the same camera system and under comparable environmental conditions.
- 4.2.7 **Crab** - Crab shall not exceed five-degrees between any two consecutive flights, nor more than three degrees on any one flight line. At the earliest opportunity, new imagery shall be acquired to replace rejected photographs or flight lines.
- 4.2.8 **Forward and Side Overlap** - Forward overlap shall average 60 percent for the 4 inch imagery and 80 percent for the one foot imagery, and sidelap shall average 30 percent, +/-5 percent. Any adjacent flights with sidelap of less than 25 percent or more than 35 percent will be rejected, and the affected flights shall be re-flown at the earliest opportunity.

4.3 Ground Control

The Counties will provide adequate ground control.

- 4.3.1 **Targeting** - The Contractor shall use the provided ground control to achieve the specified accuracies. This shall include some or all of the control points previously established by the Counties and/or new control points that the Contractor recommends and the Counties approve. Any re targeting of existing points will be accomplished by the Counties utilizing Professional Land Surveyors.

There are 8 previous control points that targets are no longer visible and will need to be located and re-targeted. No new point are required.

The Contractor shall provide a minimum of 30 days notice prior to the earliest flight date to allow the Counties time to provide targeting. Targeting

Exhibit A

Scope of Work

will occur before the aerial photography is acquired and will be maintained by the Counties until the photography is completed and accepted.

4.3.2 **Horizontal and Vertical Control** - The horizontal datum used for this project will be the North American Datum 1983/HARN, Washington State Plane Coordinate System, South Zone, and will be expressed in U.S. Survey Feet. The vertical datum used for this survey will be North American Vertical Datum 1988 (NAVD88).

4.4 Photogrammetric Equipment Requirements

It is in each County's best interest that the Contractor utilizes the most cost-effective technology while achieving the required accuracies. The photogrammetric equipment to be used for Aerial Triangulation, Stereo Compilation and Digital Orthophotography production shall be of sufficient quality to meet or exceed project specifications.

4.4.1 **Aerial Triangulation (AT)** - The Contractor shall use aerial triangulation (AT) techniques to extend and densify ground control as required to meet the project specifications.

4.4.2 **Mensuration** - Mensuration shall be done on equipment that is capable of one micron of intrinsic accuracy.

4.4.3 **Software** - The aerial triangulation solution shall be calculated using industry-standard software packages. The solution shall be achieved from a full bundle adjustment.

4.4.4 **Horizontal and Vertical Control** - All horizontal ground control positions computed by analytic triangulation shall be in North American Datum 1983/HARN, Washington State Plane Coordinate System, South Zone, and shall be expressed in U.S. Survey Feet. Vertical control shall be referenced to NAVD88.

Exhibit A

Scope of Work

4.4.5 **Description of Methodology** - The production processes and the quality control measures shall be as specified in the proposal.

4.4.6 **Quality Control** - Throughout the triangulation process, numerous checks shall be made to detect data and field control errors.

4.5 Photogrammetric Compilation

4.5.1 **Digital Surface Model** - The Contractor shall provide a updated Digital Elevation Model (DEM) for the 4 inch city areas. For the 1 foot autocorrelated orthophotos there is no DEM deliverable available.

4.5.2 **Digital Orthophotography** - The Contractor shall employ production methods, quality assurance and quality control processes sufficient to meet or exceed the following specifications:

4.5.2.1 One set each of digital color balanced orthophotographs with a 12-inch pixel resolution for the areas specified in Section 2.1.1, and a 4-inch pixel resolution or better for the areas specified in Sections 2.1.2 thru 2.1.6. All project areas shall include 4-color band (red, green, blue and Near Infrared) imagery.

4.5.2.2 Tile format shall follow the identified PLSS feature specific to each project area.

4.5.2.3 Visible seams or sutures within a tile or between tiles, which exhibit a noticeable "edge" or "displacement" effect, shall be grounds for rejection of that tile.

4.5.2.4 The tile naming convention shall be based upon the PLSS, expressed as Quarter Townships (e.g., 0930NW) for each tile at 12-inch pixel resolution, and as Township, Range, Section, Quarter Section (e.g., 0930101) for each tile at 4-inch pixel resolution, with Quarter Sections designated by a numbering convention whereby 1=NE, 2=NW, 3=SW, and 4=SE.

Exhibit A

Scope of Work

- 4.5.3 **Metadata** - The Contractor shall provide metadata compiled to the current standard endorsed by the Federal Geographic Data Committee (FGDC) for each of the data deliverables. Currently, this is the Content Standard for Digital Geospatial Metadata Version 2 (FGDC-STD-001-1998).

5. Acceptance

The Counties will review the imagery for accuracies and visual issues such as seams or structures with edge or displacement effects and shall make the final determination of acceptance of said product.

6. Deliverables

6.1 Delivery Schedule

- 6.1.1 Project deliverables, including the processed orthophoto image tiles (in both uncompressed and compressed formats), the Orthophotos, Updated DEM, and associated project documentation, shall be delivered to the within County 16 weeks after sucessful imagery capture.

6.2 Summary of Deliverables

The Contractor shall be responsible for producing and delivering the following in Digital format:

6.2.1 Project Documents:

- 6.2.1.1 Project Plan - one digital copy
- 6.2.1.2 Flight Map/Control Diagram - one digital copy
- 6.2.1.3 Ground Control Recommendations - one digital copy
- 6.2.1.4 Aerial Photography Report - one digital copy
- 6.2.1.5 Aerial Triangulation Report - one digital copy

Exhibit A

Scope of Work

6.2.1.6 Project documents may be delivered via FTP or email

6.2.2 Project Data:

6.2.2.1 Digital orthophoto tiles delivered in uncompressed, rectified GeoTIFF format and, at a minimum, compressed tiles in ECW, JPG and MrSID formats (subject to adjustment according to current technology at the time of project completion).

6.2.2.2 An updated DEM (Digital Elevation Model) for the for the areas specified in Sections 2.1.2 thru 2.1.6

6.2.2.3 An ESRI shapefile containing all seamlines used for the orthophoto tiles.

6.2.2.4 Final digital data (orthophotography, DEM) shall be delivered on a USB 3 with USB 2 compatible external hard drive (subject to adjustment according to current technology at the time of project completion).

Digital orthophotography produced for this project shall be consistent across each project area as specified in sections 2.1.1 thru 2.1.6 and meet or exceed the General Requirements identified in 4.1 of the Specifications.

All products and services produced for this project become the sole property of Benton County and cannot be used or reproduced without written permission. Benton County have the right to grant or deny any request.

Exhibit B Compensation

1. Payments to Contractor

Payments to the Contractor shall be made following the acceptance of the final product by the County.

2. Deliverable Fees

Costs for Benton County 2022 Digital Orthophotography Project deliverables:

Pricing

4-Inch Urban Orthophoto	Area (mi ²)	% area	Total cost
Pasco	72.71	33.5	\$ 18,412.00
Kennewick	42.61	19.6	\$ 10,790.00
Richland	73.60	33.9	\$ 18,638.00
W Richland	16.35	7.5	\$ 4,140.00
Prosser	11.91	5.5	\$ 3,016.00
Total Benton Franklin Cities	217.18	100%	\$ 54,996.00

12-Inch County Orthophoto	Area (mi ²)	% area	Total cost
County Orthophoto	1333.00	100%	\$ 57,483.00
Total cost			\$ 112,479.00

- Pricing notes
- Applicable taxes not included.
- Invoicing will be monthly based on work complete
- This price is valid for 90 days

EXHIBIT C - PROJECT AREAS

Legend

-  City Limits
-  UGA
-  Project Area



West Richland Richland

Pasco

Kennewick

Rural Area

Project Areas:

Kennewick (4-inch)	42.61 mi ²
Pasco (4-inch)	72.71 mi ²
Prosser (4-inch)	11.91 mi ²
Richland (4-inch)	73.60 mi ²
West Richland (4-inch)	<u>16.35 mi²</u>

Total Urban Area 217.18 mi²

Rural Area (1-foot) 1,333.00 mi²



Exhibit D - Geophex Surveys Quote Letter



Benton County WA

2022 Orthophoto Update – Revised Quote



Submitted to:

Benton County GIS Department
620 Market Street
Prosser WA 99350

Anthony Von Moos, GIS Supervisor
Benton County Information Technology

Email: Anthony.VonMoos@co.benton.wa.us

Submitted by:

Geophex, Ltd.
605 Mercury Street
Raleigh, North Carolina 27603

Andrew Dawson
President

Email: adawson@geophexsurveys.com
Ph: (919) 578-8857 (ext. 101)
Fax: (919) 578-8849

November 18, 2021

Quote# 20210004

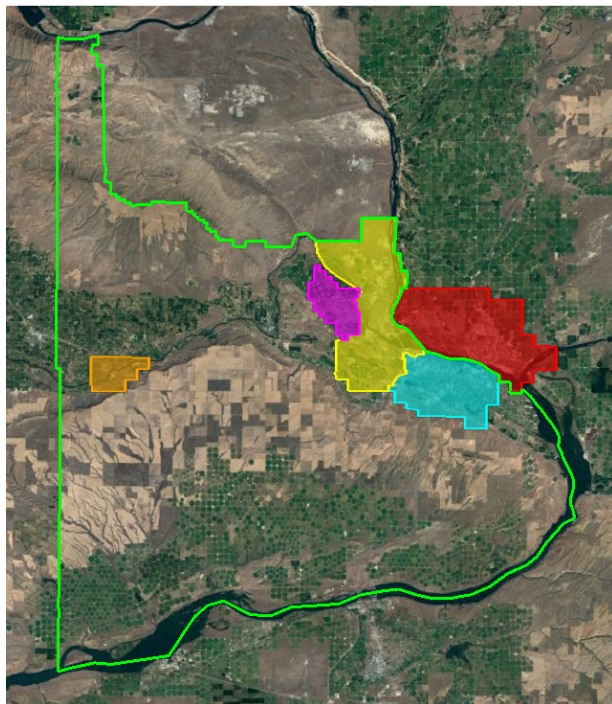
Subject: 2022 Orthophoto Update – Revised Quote

To Anthony Von Moos,

Geophex Surveys would like to offer Benton County our professional orthophoto and photogrammetry services for the County's 2022 Orthophoto Update project. These services will include 4-inch orthophotography for the urban areas of the City of Pasco, Prosser, Richland, West Richland and Kennewick, and 1-foot resolution orthophotography for the entire Benton County area.

Project Areas

The Benton Country project areas are defined by the following diagram.



Benton Project Areas

	Kennewick (4-inch)	42.61 mi ²
	Pasco (4-inch)	72.71 mi ²
	Prosser (4-inch)	11.91 mi ²
	Richland (4-inch)	73.60 mi ²
	West Richland (4-inch)	16.35 mi ²
Total Urban Area:		217.18 mi²
	Rural Area (1-foot)	1,333 mi ²

Acquisition

The Benton County imagery will be captured by a Vexcel UltraCam Eagle M3 large format digital aerial camera. The 4-inch photography will be flown with industry standard 60% forward and 30% side overlap and the 1-foot photography will be flown with 80% forward and 30% side overlap. The 1-foot resolution imagery is to be flown with higher forward overlap as autocorrelation methodology will be utilized to generate the DEM for the orthophotography.

The aerial photography will be flown in early spring (late February to mid-March) weather permitting during leaf-off conditions with the 4-inch resolution urban areas being flown as a priority.

Ground Control

The 2022 orthophoto update project will use existing ground control from previous projects wherever possible, with airborne GPS and IMU data being utilized as a secondary control source for the aerial photography. Any additional ground control required to meet the project accuracies will be provided by Benton County in consultation with Geophex Surveys.

DEM

Geophex Surveys will utilize and update the existing DEM for the 4-inch project areas, using the same methodology and processes that we have done for the 2014, 2016, 2018 and 2020 Benton County projects. The 1-foot resolution imagery will be rectified using an autocorrelated DEM generated from the high forward overlap aerial photography. The autocorrelation methodology will provide a DEM that will be generated faster and at a cost savings as compared to a traditionally collected DEM, while still providing high accuracy data that will meet the project specifications for the 1-foot rectifications.

Please note that the auto-correlated 1-foot DEM is an internally generated software product used for the orthorectifications, and is unavailable for delivery and unusable for other applications.

Processing

All aerial photography will undergo full aerial triangulation processing and will be rectified with current DEMs to generate high accuracy orthophotography. All imagery will be also be radiometrically balanced and seamlessly mosaiced to provide orthophotography that is even in tone and consistency. Prior to delivery, all data will undergo a thorough quality control procedure.

Accuracy

The 2020 Benton County orthophoto update project will meet the required project accuracies of $\pm 1\text{ft}$ RMSE for the 4-inch resolution and $\pm 3\text{ft}$ RMSE for the 1-foot resolution.

Deliverables

All project areas shall include:

- 4-band color (R,G,B,NiR) orthophoto imagery in 4-inch and 1-ft resolution as required
- Digital orthophoto tiles delivered in uncompressed, rectified GeoTIFF format
- Compressed tiles in ECW, JPG2000 and MrSID formats
- Updated DEM for the 4-inch orthophotography
- An ESRI shapefile containing all seamlines used for the orthophoto tiles
- Final digital data (orthophotography, 4-inch DEM) shall be delivered on a USB 3 with USB 2 compatible external hard drive

Schedule

- The aerial photography will be flown in early spring (late February to mid-March) weather permitting during leaf-off conditions with the 4-inch resolution urban areas being flown as a priority.
- Final deliverables will be completed approximately 16 weeks following confirmation of successful acquisition of the aerial imagery.

Ownership

- Benton County and its partner cities will retain 100% ownership of the delivered data with no restriction on use.

Project Experience

Geophex Surveys has extensive experience successfully providing orthophoto data to Benton County, with our 2014, 2016, 2018 and 2020 projects meeting all project and accuracy specifications. Providing geospatial data over multiple years allows for familiarity with specific project requirements resulting in a more efficient workflow, and accumulation of valuable data including ground control. Geophex Surveys would look forward to working with Benton County again for their 2022 orthophoto update program.

Pricing

4-Inch Urban Orthophoto	Area (mi ²)	% area	Total cost
Pasco	72.71	33.5	\$ 18,412.00
Kennewick	42.61	19.6	\$ 10,790.00
Richland	73.60	33.9	\$ 18,638.00
W Richland	16.35	7.5	\$ 4,140.00
Prosser	11.91	5.5	\$ 3,016.00
Total Benton Franklin Cities	217.18	100%	\$ 54,996.00

12-Inch County Orthophoto	Area (mi ²)	% area	Total cost
County Orthophoto	1333.00	100%	\$ 57,483.00
Total cost			\$ 112,479.00

- Applicable taxes not included.
- Invoicing will be monthly based on work complete
- This price is valid for 90 days

Sincerely,



Andrew Dawson

Email: adawson@geophexsurveys.com

Ph: (919) 578-8857 (ext. 101)

Fax: (919) 578-8849

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Feb 15, 2022
Subject:	Authorization to apply for COVID grant funding from State OPD
Presenter:	N/A
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda	☐ Discussion Only ☒ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☐ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

Benton County OPD has been the recipient of certain grant funding from the State Office of Public Defense designed to assist with caseload impacts from COVID pursuant to the "Coronavirus Emergency Supplemental Fund" or "CESF." BCOPD was awarded the amount of \$38,650 in 2021 and has effectively utilized it to provide enhanced services for provisional counsel during District Court arraignments (Grant No GRT21004). BCOPD has now been informed that we are eligible to request additional funding in 2022 (as an extension of the same grant) in an amount of up to \$60,000. In addition to continue to fund the enhanced provisional counsel during District Court arraignments as we have been doing, we propose to utilize the balance of a \$60,000 grant to enhance our In-Custody Arraignment provisional counsel services in Superior Court as well. These are supplemental, and non-supplanting purposes as required the grant.

This grant funding does not require a local match and does not need to be repaid.

Fiscal Impact

Grant funding revenue in the amount of \$60,000

Recommendation

Give OPD approval to apply for grant as detailed above.

Suggested Motion

Move to authorized OPD to apply for the authorized extension to CESF Grant No. GRT 21004 in the maximum allowable amount of \$60,000. The grant funding would be utilized to provide for supplemental and not supplanting services.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE BENTON COUNTY OFFICE OF PUBLIC DEFENSE TO APPLY FOR AN EXTENSION AND EXPANSION OF THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUND (“CESF”) GRANT OFFERED BY STATE OFFICE OF PUBLIC DEFENSE AND PREVIOUSLY AUTHORIZED BY AND THROUGH RESOLUTION #2020-949

WHEREAS, as approved by Resolution #2020-949, Benton County Office of Public Defense (“BCOPD”) previously applied for, and received, a grant from Washington State Office of Public Defense (“WAOPD”) through the Coronavirus Emergency Supplemental Fund (“CESF”) to enhance the public defense services provided by BCOPD (Grant Number GRT21004); and

WHEREAS, WAOPD has informed BCOPD that Benton County is eligible to receive an additional \$60,000 through the same Grant Number GRT21004 without a need for reapplication or a new agreement (“Grant Expansion”); and

WHEREAS, in order to access the Grant Expansion funds, BCOPD need only complete a short description of what the funds are intended to be used for and confirm that they will be supplemental and not supplanting; and

WHEREAS, BCOPD has significant supplemental public defense needs that would qualify for the additional \$60,000 in expansion funds including funding for arraignments dockets in District and Superior Courts; **NOW, THEREFORE**

BE IT RESOLVED that the Benton County Public Defense Manager is authorized to complete the documentation needed to access the Grant Expansion funding for CESF Grant Number GRT21004, as previously approved by and through Resolution 2020-949.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

FFY 2020

Coronavirus Emergency Supplemental Fund

October 2020

Eligibility Forms
Federal Requirements

Eligibility Requirements:

- DUNS Registration in the System for Award Management [Form 1](#) ☐
- Statement of Assurances [Form 2](#) ☐
- Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions (Sub-Recipient) [Form 3](#) ☐
- Certification Regarding Lobbying, Debarment, Suspension and
Other Responsibility Matters; and Drug-Free Workplace Requirements [Form 4](#) ☐
- National Environmental Policy Act (NEPA) [Form 5](#) ☐
- Acknowledgement of Federal Funds [Form 6](#) ☐
- Acknowledgement of Allowable and Unallowable Costs [Form 7](#) ☐
- Compliance with Relevant Federal and State Laws [Form 8](#) ☐
- Non-Disclosure Agreements [Form 9](#) ☐
- Civil Rights Training [Form 10](#) ☐
- Civil Rights Requirements [Form 11](#) ☐
- Equal Employment Opportunity Plan (EEO) Certification [Form 12](#) ☐
- Office of Civil Rights Compliance Checklist [Form 13](#) ☐
- Federal Funding Accountability and Transparency Act Certificate [Form 14](#) ☐
- Commercial Insurance, Risk Pool or Self Insurance [Form 15](#) ☐

Customer Satisfaction and Improvement:

Customer Satisfaction and Improvement Form..... [Form 16](#) ☐

Submission of this Packet

One electronic copy of these Certifications and Assurances **must** be completed and submitted to be eligible to receive reimbursement with federal funds (any funds under this program).

Due Date

This Federal Eligibility Package, completed, must be received by the Washington State Office of Public defense no later than **four weeks following approval of the application for grant funds.**

Submit Completed Eligibility Forms To:

Katrin.Johnson@opd.wa.gov or OPD@opd.wa.gov

Note¹: Emailed copies must still be signed

Note²: PDF is the preferred format for electronic submission

If you have questions regarding the application or need technical assistance, please contact Katrin Johnson (360) 586-3164 ext. 108, Katrin.Johnson@opd.wa.gov.

DUNS Registration in the System for Award Management

Having a currently valid DUNS Number registration in the SAM (System for Award Management) system is a prerequisite for receipt of federal funds.

1. First, check within your organization to see if it already has a DUNS Number. If you don't find the number check in the SAM system <https://www.sam.gov/SAM/> to be sure before you create a new DUNS number.
2. Obtain a DUNS Number if needed:
<https://www.grants.gov/applicants/organization-registration/step-1-obtain-duns-number.html>
3. Register in SAM (System for Award Management). If your organization has never registered in SAM, follow the steps under "Getting Started" at <https://www.sam.gov/SAM/>. If you need to update or renew your organization's SAM registration, go to https://www.sam.gov/SAM/transcript/Quick_Guide_for_Updating_or_Renewing_CCR-SAM_Registrations.pdf

NOTE¹: Obtaining, registering and renewal of DUNS Numbers in SAM is Free. However, **it will take a minimum of several business days for applications to be processed in each system. Please plan accordingly.**

NOTE²: Do not elect to have your registration information 'Confidential' because that negates anyone's ability to confirm your current registration

4. Provide the information required to verify your current registration:

The DUNS Number for my organization is: 083738997

The SAM registration for my organization expires: 03/31/2021

Organization Name (as registered in SAM):

Benton, County of

It is the obligation of the granting agency to verify the above information by use of the SAM system's Search Records function at: <https://www.sam.gov/SAM/>

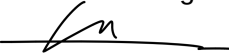
STATEMENT OF ASSURANCES

The applicant:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The Applicant has sufficient monetary resources to implement and maintain program operations in accordance with this contract.
2. Will provide full cooperation of administrative and program staff, and will provide availability of all records upon request and convenience of staff from the Washington State Office of Public Defense, Department of Commerce; Office of the State Auditor; or U.S. Department of Justice, who are charged with monitoring program compliance and the use of funds provided.
3. Will comply with the requirements of the Justice Assistance Grant Program as published by the Department of Commerce and relevant federal agencies, and as embodied in statute.
4. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
5. Will comply with Title II of the Americans with Disabilities Act of 1990.
6. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
7. Guarantees that in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The applicant further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Commerce.

PLEASE NOTE: THE DEPARTMENT'S ACCEPTANCE OF THIS APPLICATION FOR FUNDING IS SUBJECT TO SUBSEQUENT COMPLIANCE REVIEWS THAT MAY REQUIRE CORRECTIVE ACTION BY THE APPLICANT. AUTHORIZED SIGNATURE BY THE APPLICANT GUARANTEES ASSURANCES THAT ARE CONTAINED ON THE APPLICATION FACE SHEET.

9. Authorized Signature for the Applicant:



 SIGNATURE

Eric Hsu

 PRINTED NAME OF SIGNATURE

12/17/2020

 DATE

Public Defense Manager

 TITLE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies by submission of this proposal 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Eric Hsu, Public Defense Manager

Name and Title of Authorized Representative

Signature

12/17/2020

Date

Benton, County of

Name of Organization

620 Market St, Pasco, WA 99350

Address of Organization

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. .

*U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER*

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (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 this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (b) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (c) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (d) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

(e) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(f) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

7122 W. Okanogan Pl, Bldg A, Kennewick, WA, 99336

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Benton, County of

620 Market St, Prosser, WA 99350

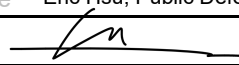
2. Application Number and/or Project Name:

CESF GRT21004

3. Grantee IRS/Vendor Number SWV0000322

4. Type/Print Name and Title of Authorized Representative

Type text here Eric Hsu, Public Defense Manager

5. Signature 

6. Date 12/17/2020

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The Department of Commerce will consolidate all responses and submit a consolidated response to the U.S. Department of Justice as required.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

(Note—the source of funds utilized is irrelevant to your response.)

(Note—if the activity is being undertaken without regard to the presence or operation of a federally funded activity, the item should not be checked.)

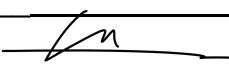
Yes
Activity N/A

- | | | |
|--------------------------|-------------------------------------|--|
| ☐ | ☒ | 1. New Construction |
| ☐ | ☒ | 2. Minor renovation or remodeling of a property either: |
| | | a. listed or eligible for listing on the National Register of Historical Places |
| ☐ | ☒ | b. located within a 100-year flood plain |
| | | 3. Renovation, lease, or any proposed use of a building or facility that will either: |
| ☐ | ☒ | a. result in a change in its basic prior use (between industrial, office, residential, etc.) |
| ☐ | ☒ | b. significantly changes its size (total structure, not program's portion thereof) |
| | | 4. Implementation of a new program involving use of chemicals other than: |
| ☐ | ☒ | a. chemicals purchased as an incidental component of the funded activity |
| ☐ | ☒ | b. traditionally used (e.g., for office, household, recreational, educational environments) |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Byrne funded program/project:

Project: CESF GRT21004

Signature:  Date: 12/15/2020

Typed Name: Eric Hsu Title: Public Defense Manager

Representing: Benton, County of

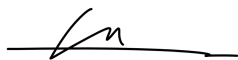
FORM 6

ACKNOWLEDGEMENT OF FEDERAL FUNDS

The recipient shall submit to the Washington State Office of Public Defense, for re-submission to the Washington State Department of Commerce and the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases—whether published at the grantee's or government's expense—shall contain the following statements:

"This project was supported by award number 2017-DJ-BX-0084 by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention, and the Office of Victims of Crime. Points of view or opinions in this document do not represent the official position or the policies of the United States Department of Justice."

The undersigned agrees to the above requirements.



Signature

Eric Hsu

Printed Name

Benton, County of

Name of applicant organization

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in the Grant Agreement between the Washington State Office of Public Defense and the below-referenced organization. Approved expenses are identified in the Grant Agreement, which may include the following:

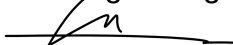
- Operating costs, including:
 - o Approved personnel costs (salaries and benefits).
 - o Overtime
 - o Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply to high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

Unallowable uses of federal grant funds include:

- Confidential funds, unless the applicant has completed/submitted a federal Confidential Fund Certificate to the Washington State Office of Public Defense and the Department of Commerce, and Commerce has approved the certificate.
- Food, beverages or other refreshments for meetings, conferences, or training (prohibition does not apply to standard per diem when otherwise authorized)
- Vehicles, vessels, and aircraft/drones (all except 'patrol' vehicles, those require pre-approval)
- Construction
- Land acquisition
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties (includes flight/hotel and other cancellation fees)
- Interest and other financial costs
- Consultant fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day—excluding travel and per diem)

The undersigned agrees to the above requirements.



Signature

Eric Hsu

Printed Name

Benton, County of

Name of applicant organization

COMPLIANCE WITH RELEVANT FEDERAL AND STATE LAW

All recipients of federal grant funds under this program must comply with all relevant federal and state laws and regulations. Which laws and regulations are relevant may vary dependent upon the specifics of the grant program(s) providing funding and the activities supported with such funding. The laws and regulations generally relevant to this grant program include, but are not limited to the following laws and regulations:

Financial Management System

Financial Management System, Title 2, Part 200 CFR, section 200.302 and .303
 Cost Principles and Administrative Requirements, Title 2, Part 200 CFR, Appendices to Part 200 as appropriate
 State budgeting, accounting, and reporting system, Chapter 43.88 RCW
 Non-Supplanting, USDOJ OCFO's Financial Guide (as amended), Sec. 2.3 Standards for Financial Management Systems

Audits

Title 2, Part 200 CFR (the Omni Circular), Subpart F-Audit Requirements

Laws Against Discrimination

Affirmative Action, RCW 41.06.020 (1)
 Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86)
 Omnibus Crime Control and Safe Streets Act of 1968 (42 USC USC § 3789d)
 Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90
 Nondiscrimination in Federally Assisted Programs
 Civil Rights Act of 1964 (42 U.S.C. § 2000(d))
 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures)
 Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60
 Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a)
 Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d et seq, 24 CFR Part 1
 Nondiscrimination in Employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352
 Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60
 Discrimination - Human Rights Commission, Chapter 49.60 RCW
 Executive Order 13559 (Fundamental Principles and Policymakers Criteria for Partnerships with Faith-Based and Other Community Organizations);
 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Community Organizations)
 Americans with Disabilities Act of 1990 (Title II, and 42 U.S.C. §§ 12131-34)
 Rehabilitation Act of 1973 (29 U.S.C. § 794)

Continued on next page

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973,
Section 503, 29 U.S.C. 793
Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973,
Section 504, 29 U.S.C. 794
Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631
Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551
Office of minority and Women's Business Enterprises, Chapter 39.19 RCW and Chapter
326-02 WAC
Notification of Findings of Discrimination or Non-Compliance
Policies Regarding Cooperation with Homeland Security, 8 U.S.C. Section 1373

Laws Regarding Ethics, Lobbying, Liability and Public Access

Federal Funding Accountability and Transparency Act of 2006 (FFATA)
Conflict of Interest, Ethics in Public Service Act, Chapter 42.52 RCW
Ethics in Public Service, Chapter 42.52 RCW
Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-
Lobbying Amendment). 31 U.S.C. 1352
Hatch Political Activity Act, 5 U.S.C. 1501-8
Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54
Disclosure-Campaign Finances-lobbying, Chapter 42.17A RCW
Omnibus Crime Control Act and Safe Streets Act of 1968 (42 U.S.C. § 3789d)
Victims of Crime Act (42 U.S.C. § 10604(e))
Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b))
Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102
Housing and Urban Development Act of 1968, Section 3, 12 USC 1701u (See 24 CFR
570.607(b))
Housing Assistance Payments Program, Section 8, Confidentiality/Safeguarding of
Information, Sub-Award Document Text, General Conditions Paragraph 10
Privacy Act of 1974, 5 U.S.C. 552a
Boards of Directors or Officers of Non-Profit Corporations – Liability - Limitations, RCW
4.24.264
Open Public Meetings Act, Chapter 42.30 RCW
Public Records Act, Chapter 42.56 RCW

Labor and Safety Standards

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082
Drug-Free Workplace Act of 1988, Title V, and 41 USC 701 et seq.
Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.
Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor
Regulations, 29 CFR Part 5

The undersigned acknowledges the above notice of relevant laws and regulations.



Signature

Eric Hsu

Printed Name

Benton, County of

Name of applicant organization

CIVIL RIGHTS TRAINING

An individual representing each entity receiving reimbursement under this program is required to complete the Office of Justice Programs, Office for Civil Rights – Training for Grantees located at: <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>, or training at least equivalent to that training, and return this completed certification prior to drawdown of grant funds.

Select one of the two training options:

X 1. Office for Civil Rights – Training for Grantees as specified below:

<u>Module</u>	<u>Length</u>
☒ Overview	32:10
☒ Overview: Self Test	11:37
☒ Service to LEP Persons	19:53
☒ Test: Service to LEP Persons.....	6:02
☒ State Administering Agencies (Grantees with Sub-Recipients only).....	27:37
☒ Test: State Administering Agencies (Grantees with Sub-Recipients only)	6:48
☒ Faith-Based Organizations	15:27
☒ Test: Faith-Based Organizations	8:29
☒ American Indians	10:40
☒ Test: American Indians.....	6:01
☒ Standard Assurances	12:41
☒ Test: Standard Assurances	4:38

OR

 2. Other training at least equivalent to the Office for Civil Rights – Training for Grantees

Optional training videos are available from the Office for Violence Against Women and may be reviewed at:

<https://search.justice.gov/search?affiliate=justice&op=Search&page=2&query=videos>

As the individual with primary functional responsibility for equal opportunity and civil rights compliance for the applicant jurisdiction or organization, I hereby certify that I have completed the on-line training modules identified above, or have received equivalent professional 'HR' training equivalent to that identified above, or a comprehensive update on such equivalent training, within the last two years. For the State Administering Agencies module and the test for that module, I have consulted with the primary grant manager for this award program as to whether there are or will be sub-recipients, and completed those modules or equivalent training if applicable.

This certificate is valid for two years from the date of execution.

 SIGNATURE OF OFFICIAL WITH FUNCTIONAL RESPONSIBILITY CERTIFICATION Benton County JURISDICTION/ORGANIZATION REPRESENTED	HR Assistant Manager TITLE OF OFFICIAL COMPLETING THE 12/21/2020 DATE
--	--

Contractor Certification
Executive Order 18-03 – Workers' Rights
Washington State Goods & Services Contracts

Pursuant to the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington State Office of Public Defense and Department of Commerce are seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.

Solicitation No.: F20-3144C

I hereby certify, on behalf of the firm identified below, as follows (check one):

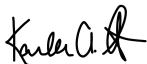
☒ NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES. This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ This firm certifies it has no employees.

 SIGNATURE OF INDIVIDUAL WITH FUNCTIONAL RESPONSIBILITY	HR Assistant Manager TITLE OF OFFICIAL COMPLETING THE CERTIFICATION
Benton County JURISDICTION/ORGANIZATION REPRESENTED	12/15/2020 DATE

CIVIL RIGHTS REQUIREMENTS

1. Limited English Proficiency

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, grant recipients must take reasonable steps to ensure that Persons with Limited English Proficiency have meaningful access to services and legal protections. Meaningful access may entail providing language assistance services where necessary, including oral and written translation. Assistance in understanding grant recipient's obligations under the law may be found in the Department of Justice's *Guidance to Federal Financial Assistance Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons* (LEP Guidance), which can be found at 67 Fed. Reg. 41455 (June 18, 2002). Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

2. Federal Non-Discrimination Requirements

The applicant will comply with any applicable federal nondiscrimination requirements, which may include:

- * the Omnibus Crime Control Act and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d);
- * the Victims of Crime Act of 1984 as amended (42 U.S.C. § 10604(e)) and 28 CFR § 94.114;
- * the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)) as amended;
- * Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d));
- * the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- * the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34);
- * the Education Amendments of 1972 (20 U.S.C. §§ 1681,1683,1685-86);
- * the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);
- * 28 C.F.R. Part 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures);
- * Executive Order 13559 (Fundamental Principles and Policymakers Criteria for Partnerships with Faith-Based and Other Community Organizations);
- * 28 C.F.R. Part 38 ((U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Community Organizations);
- * 28 CFR § 31.202, 403;
- * Violence Against Women Act (VAWA) of 1994, as amended (42 U.S.C. § 13925(b)(13));

and
Applicable Department of Justice regulations implementing the above-referenced statutes

The applicant shall further comply with Federal law prohibiting grant recipients from retaliating against individuals taking action or participating in action to secure rights protected by federal law.

3. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the event a state or federal court, or a state or federal administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex, sexual orientation or gender identity against the

applicant or a program partner or participant receiving grant funds, the applicant will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), the Washington State Office of Public Defense, and the Department of Commerce (COMMERCE).

The applicant shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and shall identify all open grants utilizing U.S. Department of Justice funding by contract number and program title.

 The applicant shall include a statement clearly stating whether or not the finding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and shall identify all open grants utilizing U.S. Department of Justice funding by contract number and program title.

4. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The applicant will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), the Washington State Office of Public Defense (OPD), and Washington State Department of Commerce (COMMERCE) indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP but not required to submit the EEOP to the OCR, the applicant will submit a certification to the OCR, OPD, and COMMERCE certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR, OPD, and COMMERCE. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to OPD and COMMERCE. Information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>

5. APPLICANT DUTY TO ENSURE SUB-RECIPIENTS COMPLIANCE

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

As the individual with primary functional responsibility for equal opportunity/civil rights compliance for the applicant jurisdiction, I hereby certify that the applicant will comply with the above Civil Rights requirements specified in this certification.

	HR Assistant Manager
SIGNATURE OF INDIVIDUAL WITH FUNCTIONAL RESPONSIBILITY	TITLE OF OFFICIAL COMPLETING THE CERTIFICATION
Benton County	12/15/2020
JURISDICTION/ORGANIZATION REPRESENTED	DATE

Equal Employment Opportunity Plan (EEOP) Certification

Recipient Name and Address: Benton County Office of Public Defense, 7122 W. Okanogan Pl Bldg A, Kennewick, WA 99336

Grant Title: FFY'20 Coronavirus Emergency Supplemental Fund 0030

Grant Number: 2020-VD-BX-

Subaward No.: F20-3144C-

Award Amount: \$ 38,650.00

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR Sections 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file, and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete Section B below. Recipients that claim the limited exemption from the submission requirement must complete Section C below.

Recipients should complete Section A, B or Section C, not multiple sections. If a recipient receives multiple federal grants, please complete a form for each grant. Do Not Use Another Grant's Certificate when completing this application package.

Section A – Declaration of Compliance with the EEOP Requirement

I, Karlee Ainsworth [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that Benton County Office of Public Defense [recipient] has prepared an EEOP and if appropriate submitted to the Office of Civil Rights, US Department of Justice a copy, pursuant to 28 CFR.

Karlee A. Ainsworth



12/15/2020

**Print Name of Individual with
Primary Functional Responsibility**

Signature

Date

Section B - Declaration of Claiming Complete Exemption from the EEOP Requirement. Please check all boxes that apply.

- | | | |
|--|---|--|
| ☐ Recipient has fewer than 50 employees | ☐ Recipient is an Indian Tribe | ☐ Recipient is a non-profit organization |
| ☐ Recipient is an educational institution | ☐ Recipient is a medical institution | ☐ Recipient's award is less than \$25,000 |

I, _____ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 CFR Sections 42.302. I further certify that _____ [recipient jurisdiction] will comply with the applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print Name of Individual Signature

Date

Section C - Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying that an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP for review to the Department of Justice as long as it certifies the following (42 CFR Section 42.305):

I, _____ [individual with primary functional responsibility for equal opportunity/civil rights compliance for the jurisdiction], certify that _____ [recipient jurisdiction], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR Section 42.301, *et. seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____ [organization], at _____ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

Signature

Date

**Print Name of Individual with
Primary Functional Responsibility**

Office of Civil Rights Compliance Checklist

A. Federally-Mandated Activities: Equal Opportunity Program				
1.	EEOP total exemption criteria:	Yes	No	N/A
a.	Recipient agency (total agency/jurisdiction, not just applying component) has fewer than 50 employee		x	
b.	Recipient agency is an educational institution		x	
c.	Recipient agency is an Indian Tribe		x	
d.	Recipient agency is a medical institution		x	
e.	Recipient agency is a non-profit organization		x	
f.	Recipient agency's award is less than \$25,000		x	
g.	Recipient agency's award is less than \$500,000	x		
	Totally Exempt? Is any complete exemption factor above (1a. thru 1f.) a "Yes"? In comments enter "EEOP Total Exemption" or "EEOP Required"	x		EEOP Required
2.	If totally EEOP exempt recipient agency has certified it is so exempt and that it will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services. Continue to item #9 in this document.			
Not Totally EEOP Exempt:		Yes	No	N/A
3.	If the award is for \$500,000 or more, EEOP submission made to the USDOJ Office of Civil Rights			x
4.	Was the EEOP submitted to COMMERCE		x	
5.	Approval and Expiration dates	x		Effective: 9/2/2008 Expiration: N/A
6.	EEOP is available for review	x		https://www.co.benton.wa.us/files/documents/EEOPPolicy126053120062918PM.pdf
7.	If the award is for less than \$500,000 EEOP Certification Form has been submitted to COMMERCE		x	
8.	EEOP has been formulated and signed into effect within the past two (2) years		x	

Office of Civil Rights Compliance Checklist

	Generic Civil Rights Compliance (Non-EEOP):	Yes	No	N/A				
9.	How does the agency notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)					Job Announcements	Yes	
						Web Site	Yes	
						Posters	Yes	
						Other (specify):		
10.	How does the agency notify employees and prospective employees that it does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)					Job Announcement	Yes	Orientation Training ^{Yes}
						Web Site	Yes	Refresher Training
						Posters	Yes	Employee Handbook
						Other (specify):		
11.	Written policies or procedures are in place for notifying program beneficiaries how to file complaints alleging discrimination by the agency with PG&R and the USDOJ Office for Civil Rights – Explain	x			Our EEO policy explains how to file a complaint with the HR office and also informs of the ability to file a complaint with EEOC			
12.	Grievance Procedures – Notification – Training - Point of Contact Item 12a thru 12c apply only if both Items 1a and 1f are 'No'	Yes	No	N/A				
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 CFR Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services	x				Policy & Procedures	x	
						Web Site or Intranet	x	
						Employee Handbook		
						Collective Bargaining Agreement	x	
						Other (specify):		
b.	Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 CFR Part 42, Subpart G	x			Designee's Title: HR Manager			
c.	Notified participants, beneficiaries, employees, applicants, and others that the agency does not discriminate on the basis of disability - How	x			x	Job Announcement	x	Orientation Training
					x	Web Site		Refresher Training
					x	Posters		Employee Handbook
						Other (specify):		
d.	Does the agency conduct any training for its employees on the requirements under federal civil rights laws - Explain		x			Orientation Training		Supervisor's Training
						Refresher Training (type):		
						Other (specify):		

Office of Civil Rights Compliance Checklist

		Yes	No	N/A	↓ Jurisdiction in general ↓ Law Enforcement
Limited English Proficiency					
13.	The agency has taken steps to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP). Indicate steps on the right side.	x			Assessed LEP population & critical services Hiring LEP language proficient speakers Training personnel in LEP languages Coordinating for LEP speakers in advance x LEP speakers called upon contact Language Line used Corresponding common phrase (crib) sheets
14.	Limited English Proficiency (LEP) – Written policy on providing language access to services (<i>Not a requirement, a question</i>)		x		← Jurisdiction in general Law Enforcement →
15.	Education Program or Activity operated by the agency, has the agency taken the following actions:	Yes	No	N/A	
a.	Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 CFR Part 54, which prohibit discrimination on the basis of sex	x			
b.	Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 CFR Part 54 - Who	x			Designee's Title: HR Manager
c.	Notified applicants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities	x			
16.	Religious Activities , if subrecipient is a religious institution or a faith-based organization:	Yes	No	N/A	
a.	Provide notice actual & potential beneficiaries that the subrecipient does not discriminate in the delivery of services based on religion			x	
b.	Provide notice that if beneficiaries object to the 'religious character' of the subrecipient, the subrecipient will make a reasonable effort to find an alternative service provider in close geographic proximity			x	
c.	Keep a record of requests for an alternative service provider and their efforts to find such, and their follow-up with the requestor			x	
17.	Finding/Rulings	Yes	No	N/A	

Office of Civil Rights Compliance Checklist

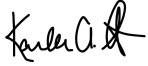
a.	Has the contractor, or its subcontractors/formal participants, had any formal findings or rulings against it or its key officers regarding Equal Opportunity (grounds of race, color, religion, national origin, or sex), <u>within the last two years?</u> – Explain if Yes				
b.	Was OPD, COMMERCE (or Task Force Lead agency) and USDOJ Office of Civil Rights promptly notified of any finding?				
c.	Corrective action, as negotiated or directed, been implemented?				
18.	In accordance with the Federal Civil Rights Compliance Checklist, incorporated in this section of the monitoring tool, does the agency appear to be in full compliance with federal law and regulation				Comments:

B. Drug-Free Workplace		Yes	No	N/A
19.	Does the agency have a Drug-Free Workplace policy in place?	x		
20.	Who administers the Drug-Free Workplace Program?	Office or Position Title: Human Resources		
21.	Do the provisions include: • Counseling • Rehabilitation • Employee Assistance	x		
22.	Do violations result in: • Termination • Penalties • Rehabilitation	x		
23.	Has any employee of the contractor, or its subcontractors/formal participants, been convicted of a criminal drug offense on the job or premises, within the last two years?		x	
24.	Was OPD or COMMERCE notified promptly (within 5 days, BJA within 10 days of the conviction)?			x
25.	Was appropriate personnel action taken within 30 days?			x
Conflict of Interest				
26.	Has any allegation or finding of Conflict of Interest been made against any employee or official of the contractor, or its subcontractors/formal participants, in relation to the grant <u>within the last two years?</u> (Limit response to project's personnel, supervisors and policy chain)		x	
27.	Was OPD or COMMERCE notified promptly (within 30 days; if actively investigated, after conclusion of the investigation)?			x
28.	Describe the allegation or finding			x

Office of Civil Rights Compliance Checklist

Certification: The undersigned certify that the above is a true representation of the Civil Rights and other issues covered by this checklist.

For (responding City, County, Tribal Jurisdiction, or Non-Governmental Entity): Benton County



Signature (of Human Resources/Personnel Respondent)

12/15/2020

Date

Karlee Ainsworth HR Assistant Manager

Name/Title of Respondent

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

Section 1

Agency/Jurisdiction Legal Name: Benton County/County of Benton

Section 2

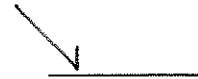
Responses should be for the entire Jurisdiction/Organization, not just the department /division to utilize grant funds.

- a) Total Federal Revenues for the prior fiscal year (ARRA, Non-ARRA, Directly & Indirectly received) \$ 6,600,000
- b) Is 'a' above equal to or greater than \$25,000,000? Yes ☐ No ☒ (Circle One)
- c) If 'b' above is 'No', skip to Section 3 a), enter check 'Not Required' and execute the certificate, otherwise continue, compensation reporting may be required.
- d) Total Revenue (including Federal Revenue) for the prior fiscal year _____
- e) Calculation: $a \div d$ (Total Federal Revenue divided by Total Revenue) _____
- f) Is 'e' above equal to or greater than .8? Yes ☐ No ☐ (Circle One)
- g) If 'f' above is 'No', skip to Section 3, enter check 'Not Required' and execute the certificate, otherwise continue, compensation reporting may be required.
- h) Have you filed senior executive's compensation with either of the following?
1. Securities & Exchange Commission
(under sec 13(a) or 15(d) of the Securities Exchange Act of 1954)
 2. Internal Revenue Service
(Sec 6104 of the Internal Revenue Code of 1986)
- i) If 'h' above is 'Yes', skip to Section 3a), enter check 'Not Required' and execute the certificate, otherwise continue, compensation reporting is required.

Section 3

Compensation Reporting Requirement:

- a) Not required to report senior executive compensation.
(Sec 2b or 2f = 'No', or 2h = 'Yes')



- b) Enter the name, title and total compensation of the five individuals receiving the greatest total compensation for the reporting jurisdiction (or agency if the Grantee is not a unit of state, local or tribal government).

	Name	Title	Compensation
1.			
2.			
3.			
4.			
5.			

Section 4

I, am the chief financial officer of the jurisdiction/organization or their designated representative, and certify that the data presented on this form is an accurate reflection of the jurisdiction's/ organization's fiscal records.

Linda J. Ivy
Signature

Linda J. Ivy
Printed Name

Finance Manager
Title

12/17/2020
Date

COMMERCIAL INSURANCE, RISK POOL OR SELF INSURANCE

Cities and Counties receiving grant funds directly from OPD or Commerce under this program must have:

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

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Employers Liability. Insurance providing wage replacement and medical benefits to employees injured in the course of employment, filling the gaps between Worker's Compensation and Commercial General Liability.

Fidelity Insurance. The Contractor shall maintain insurance coverage at least equal to the awarded funds under this agreement to protect against fraudulent acts by individuals authorized to receive or deposit funds into program accounts, or to prepare or issue financial documents, checks, or other instruments of payment for program costs.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

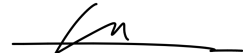
Worker's Compensation. Coverage of employees which in the course of employment incurred bodily injury (including death) by accident or disease that arises out of or in connection with the performance of the grant agreement.

The agency executing the grant award for this program shall provide insurance coverage as set forth above. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

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

The Grantee shall submit to OPD, either attached to the reverse of this form or within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. OPD and the Washington State Department of Commerce will be named as an additional insureds on this certificate. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant.



Public Defense Manager

SIGNATURE OF INDIVIDUAL WITH FUNCTIONAL RESPONSIBILITY

TITLE OF OFFICIAL COMPLETING THE CERTIFICATION

Benton, County of

12/22/2020

JURISDICTION/ORGANIZATION REPRESENTED

DATE

Insert copy of:

**Certificate of Coverage
Or
Certificate of Insurance Liability**

Submit such certificate to the address below not later than four weeks following acceptance of funding application.

Katrin.Johnson@opd.wa.gov or OPD@opd.wa.gov

(Disbursement may be held pending receipt of a currently in effect certificate)

**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE**

CUSTOMER SATISFACTION AND IMPROVEMENT

The following questions are intended to help us improve our application process. Please indicate your agreement/disagreement with the following statements. Your responses will not impact the evaluation of your application in any way.

- 1: Strongly Disagree
- 2: Disagree
- 3: Neither Agree Nor Disagree
- 4: Agree
- 5: Strongly Agree

1. The application instructions were clear.

1 2 3 4 5

2. The application questions were easily understood.

1 2 3 4 5

3. I was able to receive the assistance I needed from Commerce to complete the application.

1 2 3 4 5

4. I had adequate time to prepare the application prior to the deadline.

1 2 3 4 5

5. Given program requirements, the application process was reasonable.

1 2 3 4 5

6. Which forms or portions thereof were particularly difficult to understand or respond to, and do you have any recommendations for how they should be presented?

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022
Subject:	Termination of Professional Service Contract between Benton County and Lourdes Hospital, LLC dba/Lourdes Health
Presenter:	Interim Chief Guerrero
Prepared By:	Lisa Small
Reviewed By:	Ryan Lukson; BCCD
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☐ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☐ Pass Resolution
☒ Scheduled Business	☒ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

The Board of Commissioners entered into a Professional Service Contract with Lourdes Hospital, LLC dba/Lourdes Health to provide mental health services at the Benton County Jail. Said Contract was amended per Resolution 2020-1000 as both parties wished to extend the contract to December 31, 2022, update the Compensation section, and Exhibit A.

The purpose of the attached letter is to advise Lourdes Health that Benton County is exercising its right to terminate the above cited Professional Service Contract per Section 13.a, Termination.

Section 13.a. states: *The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving sixty (60) days written notice by certified mail to the CONTRACTOR.*

Said termination shall be effective 11:59pm PST on Saturday, April 16, 2022.

Fiscal Impact

Recommendation

The Interim Chief recommends the Board approve the attached letter to Lourdes Health notifying them that Benton County is exercising its right to terminate the Professional Service Contract per Resolution 2020-131 between Benton County and Lourdes Hospital, LLC dba/Lourdes Health and the First Contract Amendment per Resolution 2020-1000.

Suggested Motion

The Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached letter to Lourdes Health to advise them that Benton County is exercising its right to terminate the above cited Professional Service Contract per Section 13.a., Termination.

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

February 15, 2022

Mr. Rob Monical, CEO
Lourdes Health
520 N 4th Ave.
Pasco, WA 99301

RE: Termination of Professional Service Contract between Benton County and Lourdes Hospital, LLC
dba/Lourdes Health - Resolution 2020-131 & Resolution 2020-1000

Mr. Rob Monical:

The purpose of this letter is to advise you that Benton County is exercising its right to terminate the above cited personal service contract per Section 13.a., Termination.

Section 13.a. states: The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving sixty (60) days written notice by certified mail to the CONTRACTOR.

Please be advised that Benton County is terminating said contract effective 11:59pm PST on Saturday, April 16, 2022.

Thank you for your attention to the matter.

Sincerely,

BOARD OF BENTON COUNTY COMMISSIONERS

Shon Small, Chairman
Benton County Commissioner

cc: Board of Benton County Commissioners
Jerrod McPherson, County Administrator
Matt Rasmussen, Deputy County Administrator
Robert Guerrero, Interim Chief of Corrections
Ryan Lukson, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	02/15/2022
Subject:	Establish the Safety and Security Program Coordinator Classification Description
Presenter:	L. Wingfield and A. Morasch
Prepared By:	K. Ainsworth
Reviewed By:	L. Wingfield, A. Morasch
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

The Risk Manager has identified a need to create a classification description for a Safety and Security Program Coordinator and he has worked with the Human Resources Department to create the presented classification description.

Fiscal Impact

None.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution to establish a Safety and Security Program Coordinator classification description.

Suggested Motion

I move to approve the Safety and Security Program Coordinator classification description as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A SAFETY AND SECURITY PROGRAM COORDINATOR CLASSIFICATION DESCRIPTION

WHEREAS, the Human Resources Department worked with the Risk Manager to create a classification description for a Safety and Security Program Coordinator; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Safety and Security Program Coordinator classification description; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this _____ day of February, 2022.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

Clerk of the Board

TITLE: Safety and Security Program Coordinator

DEPARTMENT: Risk Management

REPORTS TO: Risk Manager

SUPERVISES: None

FLSA: Exempt

SUMMARY:

Plans, coordinates, and directs all the safety and security related activities of the Benton County facilities. These responsibilities include but are not limited to the supervision of physical security measures as well as electronic security systems; management of the facility's contracted security personnel; and the administration of said contract; and coordination of safety and security related matters.

EXAMPLES OF JOB DUTIES:

Establish rules and protocols, to include policies and procedures, to implement safety and security measures and systems throughout Benton County facilities.

Develop and manage a maintenance program for the security equipment including but not limited to (metal detector and x-ray machines).

Continually meet with and assist Department Managers and Elected Officials regarding the safety and security needs relating to their operations in the facilities.

Continually assess and audit current security systems, measures, practices and procedures for strengths and vulnerabilities. Assist with establishing policies and procedures for Benton County facilities.

Establish policies, procedures, evacuation routes and staging areas for emergencies.

Conduct facility safety and security assessments and define security needs. Prepare alternative safety and security solutions to identify problems and recommend priorities.

Assist with the development of training programs and conduct training for Benton County employees on safety and security related issues, security systems and emergency preparedness programs such as fire evacuation, active shooter, bomb threat, etc.

Manage the electronic security system and its properties. This includes issuing, maintaining, and establishing a return process for access key cards.

Work with Department Managers and Elected Officials to assess the access needs of each employee. Ensure all background processes are completed prior to issuing keycards.

Develop a contraband holding and tracking system for the public entering the facility.

Other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of emergency preparedness, safety codes, and general campus safety and security practices.

Knowledge of accident prevention, general safety, and risk management.

Knowledge of applicable Occupational Safety and Health Administration standards.

Knowledge of applicable Labor and Industry standards.

Knowledge of developing and implementing security rules, policies, and procedures.

Knowledge of developing and implementing fire evacuation, active shooter and bomb threat policies and procedures as well as evacuation routes and staging areas.

Knowledge of computerized alarm and monitoring systems.

Knowledge of Microsoft Office products, i.e., Outlook, Word, Excel and PowerPoint.

Ability to prepare, plan, schedule, and conduct trainings both in person and electronically.

Ability to remain calm in high pressure situations and to manage competing priorities under tight deadlines.

Ability to evaluate and research training options and alternatives.

Ability to meet physical requirements as necessary for conducting outside field assessments, investigations, incident response calls and the essential job functions.

Ability to use electronic equipment such as computers, cell phones and radios.

Ability to travel to various work sites and/or meeting locations as required.

Excellent written and verbal communication skills including but not limited to preparing, producing, and training on County policies.

If made available, the ability to meet the requirements of, as well as receive and maintain a limited commission. This includes firearm certification, defensive tactics training and crisis intervention training (CIT).

Skill in maintaining organization in work product including necessary files and administrative records.

Strong attention to detail and innovative thinking skills.

EDUCATION AND EXPERIENCE:

Bachelor's degree in Business, Security Management, Criminal Justice, Risk Management, or related field and three years of progressively responsible experience in security or emergency management or any combination of education and experience that would provide the applicant with the desired skills, knowledge, and ability to do the job.

Previous experience in law enforcement or private security is highly desirable.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Driver's License.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	02/15/2022		
Subject:	Safety and Security Program Coordinator Salary Placement		
Presenter:	L. Wingfield, A. Morasch		
Prepared By:	K. Ainsworth		
Reviewed By:	L. Wingfield, A. Morasch		
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion	
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution	
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance	
		☐ Execute Contract	

Summary / Background Information

The Risk Manager worked with the Human Resources Department to ensure appropriate placement of the Safety and Security Program Coordinator on the Benton County Non-Bargaining Salary Schedule. After ensuring consistency with other positions of a similar nature it is recommended that the Safety and Security Program Coordinator position be placed at a grade 17 on the Benton County Non-Bargaining Salary Schedule.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution to establish the Safety and Security Program Coordinator position as a grade 17 on the Benton County Non-Bargaining Salary Schedule.

Suggested Motion

I move to approve the Safety and Security Program Coordinator as a grade 17 on the Benton County Non-Bargaining Salary Schedule.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING THE SALARY GRADE FOR THE SAFETY AND SECURITY
PROGRAM COORDINATOR

WHEREAS, it is recommended that the Safety and Security Program Coordinator be placed as a grade 17 on the Benton County Non-Bargaining Salary Schedule; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the placement of the Safety and Security Program Coordinator position on the Benton County Non-Bargaining Salary Schedule at a grade 17; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this _____ day of February, 2022.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....

Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
INSURANCE MANAGEMENT FUND NUMBER 0504101 DEPARTMENT NUMBER
000

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: K. Ainsworth

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.610	1625	Security Supervisor	\$154,521	519.610	1625	Safety and Security Program Coordinator	\$154,521
TOTAL			\$154,521	TOTAL			\$154,521

Explanation:

2021-2022 Budget. The Risk Manager would like to replace the currently vacant Security Supervisor classification description with a Safety and Security Program Coordinator. The Safety and Security Program Coordinator is a grade 17 on the Non-Bargaining Salary Schedule

Prepared by:

Date:

Approved ☐

Denied ☐

Date:

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 15, 2022
Subject:	2023-2024 Public Safety Sales Tax RFP
Presenter:	Shyanne Palmus, Communications Coordinator & Linda Ivey, Finance Manager
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Matt Rasmussen, Deputy County Administrator
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda	☐ Discussion Only ☒ Pass Motion
☐ Public Hearing	☒ Decision / Direction ☐ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

Staff will present to the Board regarding opening a Request for Proposals (RFP) for soliciting proposals for funding through Public Safety Sales Tax for 2023-2024. A similar RFP process was initiated in April 2020 for 2021-2022 programs, projects, and other internal or one-time funding.

A tentative schedule is attached, for reference. Staff recommends opening the RFP on Tuesday, March 1, 2022, with applications due no later than 5 PM on Friday, April 29, 2022.

Both internal (County Department) and external (Gang & Crime Prevention Initiative) requests will be required to present to the Board during a special meeting, tentatively scheduled to be held on May 19 or 20, 2022. Final date/time/location of presentations is yet to be determined.

After applicant presentations, a review committee, consisting of one Commissioner, County Administrators, and County finance and communications staff, will recommend funding to the Board for approval in the 2023-2024 biennial budget. Once a final funding determination is made by the Board, staff will prepare contracts with the approved external agencies and all approved internal requests will be included in the regular budget process.

Fiscal Impact

A total of \$2.4 million is recommended to be allocated specifically for external (Gang & Crime Prevention Initiative) requests, and a total of \$400,000 is recommended to be allotted for internal (County department) requests for new positions and one-time costs. *(Note: this does not include any positions or funding already in departmental Public Safety Sales Tax budgets and is only for new position requests or new one-time expenditures.)*

Recommendation

Give staff direction to proceed with the 2023-2024 Public Safety Sales Tax RFP process, as presented.

Suggested Motion

"I move to have staff proceed with opening the 2023-2024 Public Safety Sales Tax Request for Proposals on March 1, 2022 as presented."



Board of County Commissioners

February 15, 2022

RE: Commitment of Funding for Behavioral Health Recovery Center

To Whom it May Concern,

The Benton County Board of County Commissioners has committed to the construction of a new behavioral health crisis recovery center in Benton County. This center will serve the residents of Benton County as well as several other Counties in the region. The recovery center will provide badly needed treatment options to our community and an alternative to incarceration or frequent trips to hospital emergency rooms. The COVID-19 pandemic has highlighted the need for such a facility, and the behavioral health services it will provide, in our community.

The total cost of the project is estimated to be \$20 million. On April 1, 2022 funds received by Benton County through the American Rescue Plan Act (ARPA) become eligible for use on capital expenditures for behavioral health facilities (Department of the Treasury 31 CFR Part 35, Section 35.6(b)(3)(C)). In response to the behavioral health needs in the community, exacerbated by the on-going public health emergency, the County intends to dedicate up to \$5 million of the ARPA funds it has received towards the construction of the behavioral health crisis recovery center in Benton County. The funds must be obligated for construction no later than December 31, 2024 and spent no later than December 31, 2026.

Sincerely,

Board of County Commissioners

Jerome Delvin
Member

Shon Small
Chairman

Will McKay
Chair Pro-Tem