

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 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, March 22, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **March 15, 2022**

Review Agenda

Consent Agenda

Auditor

a. Canvassing Board Appointment

Commissioners

b. Minimal Purchase & Sale Agreement with Mutual Finance Group for Surplus Property

Human Services

c. Agreement with Tri-City Hispanic Chamber of Commerce

d. 1st Amendment to Agreement with Domestic Violence Services

e. 1st Amended Contract w/Benton-Franklin Health District for Quarantine/Isolation Program

f. Agreement w/Columbia Industries for Quarantine/Isolation Program

g. Community Behavioral Health Rental Assistance Contract w/Greater Columbia Behavioral Health

Information Technology

h. Three-Year Subscription with CompuNet to Purchase Cisco DUO Access

Juvenile

- i. Amended Contract No. 2 w/Ideal Option for Medical Services
- j. Agreement w/Columbia/Walla Walla Counties to Provide Access to Juvenile Detention Facilities

Public Works

- k. Certification of Road Fund Expenditures for Submittal to County Road Administration Board
- l. Permission to Advertise 2022 BST Area 6 & Edge Repair Contract

Purchasing

- m. Second Amended Contract w/ICSolutions for Inmate Phone Services & Video Visitation System for Corrections Dept.
- n. Contract w/Frontier Fence for Voting Center Fencing Project
- o. Rental of Vactor Truck by Public Works from AAA Equipment Company
- p. Purchase Agreement with Smith & Greene Co. of Refrigerator and Freezers for Sheriff's Office
- q. First Amendment to Agreement Between District Court and Washington Collectors Tri-Cities for Collection Services

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

Public Hearing

Determination of Inactive Special Purpose District – Drainage Improvement District 9/9A ~ G Wendt

Determination of Inactive Special Purpose District – Drainage Improvement District 10 ~ G Wendt

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, March 15, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Absent: Commissioner Will McKay (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Clerk Josie Delvin.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of March 8, 2022 were approved.

Agenda Review

There were no changes to the agenda.

Consent Agenda

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

Human Services

- a. Agreement w/Goodwill Industries for Rental Assistance Program ~ CTRAP
- b. Agreement w/Goodwill Industries for Rental Assistance Program ~ CTRAP2
- c. Agreement w/Goodwill Industries for Rental Assistance Program ~ TRAP2

Information Technology

- d. Purchase of Two Meraki Switches & Two Meraki Wireless Access Points From CompuNet for the Elections Voting Center
- e. Statement of Work w/I3 Imagesoft for Five Scanning Licenses in Superior & District Court

- f. Agreement w/City of Pasco for Digital Orthophotography

Office of Public Defense

- g. Amending District Court Public Defense Agreement w/Matthew Rutt to Increase Caseload Cap
- h. Line Item Transfer, Fund No. 0000-101, Dept. 136 for Temporary Help
- i. Line Item Transfer, Fund No. 0148-101, Dept. 136 for Overtime

Public Works

- j. Authorized Training Provider License Agreement w/Evergreen Safety Council

Purchasing

- k. Purchase of Tables From Smith & Greene for the Front Security Entrance at the Justice Center
- l. Contract w/Knutzen Consulting Engineering for Design & Engineering of Parking Lot @ Hover Park
- m. First Amendment to Contract w/Yoder Inc for Kitchen Equipment Maintenance & Repair
- n. First Amendment to Contract w/Dynamic Laundry Systems for Laundry Equipment Maintenance & Repairs
- o. First Amendment to Contract w/Frontier Fence Master Gate Security Gate Replacement @ the Jail
- p. Purchase of Seven 2022 Ford Police Interceptor SUVs From Bud Clary Ford/Hyundai for the Sheriff's Office
- q. Purchase of Two Fleet Pro Tool Sets From Snap-On Industrial for ER&R
- r. First Amended Contract w/Sierra Electric for Electrical Maintenance & Repairs
- s. Contract Change Order No. 12 w/Banlin Construction for New Administration Building Project
- t. Agreement w/Central Vending for Micro Markets @ Corrections & Administration Building

Public Comment

None.

Benton-Franklin Council of Government Update

Michelle Holt, Executive Director for BFCOG, gave a Powerpoint Presentation and discussed the following:

- History of the BFCOG
- BFCOG exists to study regional and governmental problems of mutual interest and concerns
- Solutions for shared regional problems
- Summary of Support provided to Benton County
 - Transportation Planning & Funding
 - \$5,512,247 in transportation project funding – 2017-2023
 - Economic Development
 - Fiscal Impact to BC – 2022 dues - \$27,205 (request for local funding is federal matching only – Benton County is 10.43% of assessment budget)
 - 2021 BFCOG Highlights

- ARPA Request - Dec. 2021 BFCOG submitted an ARPA funding request to jointly fund the Economic Recovery Coordinator role through 2024
 - \$250,000 from Benton County and \$150,000 from Franklin County
- Additionally, due to reserve shortages, BFCOG would be coming to the Boards at some point to request additional funding for the yearly assessments

The Board agreed to move forward and review the ARPA proposal. Mr. MacPherson said they would include that request in the proposals when they brought back recommendations to the Board.

Other Business

Trios Building Update

Mr. Rasmussen said they had met with the legal team, questions were forwarded, and they were working through the negotiations. There were currently no major concerns and they were just making sure the definitions were solid to move forward.

Tort Claims

CC 2022-07: Received March 15, 2022 from Keven James LeoPard

Payroll

Check Date: 03/04/2022

Payroll Checks

Total all funds: \$2,448,105.28

Warrant #: 243539-243576

Direct Deposit #: 169237-169826

Payroll Draw Deductions/Transfers

Total all funds: \$2,202,768.25

Taxes #: 101220301-101220312

ACH #: 2186-2192

Payroll Deduction Warrants

Total all funds: \$112,550.26

Warrant #: 228909-228920

Resolutions

- 2022-185: Agreement w/Goodwill Industries for Rental Assistance Program ~ CTRAP
- 2022-186: Agreement w/Goodwill Industries for Rental Assistance Program ~ CTRAP2
- 2022-187: Agreement w/Goodwill Industries for Rental Assistance Program ~ TRAP2
- 2022-188: Purchase of Two Meraki Switches & Two Meraki Wireless Access Points From CompuNet for the Elections Voting Center

- 2022-189: Statement of Work w/I3 Imagesoft for Five Scanning Licenses in Superior & District Court
- 2022-190: Agreement w/City of Pasco for Digital Orthophotography
- 2022-191: Amending District Court Public Defense Agreement w/Matthew Rutt to Increase Caseload Cap
- 2022-192: Line Item Transfer, Fund No. 0000-101, Dept. 136 for Temporary Help
- 2022-193: Line Item Transfer, Fund No. 0148-101, Dept. 136 for Overtime
- 2022-194: Authorized Training Provider License Agreement w/Evergreen Safety Council
- 2022-195: Purchase of Tables From Smith & Greene for the Front Security Entrance at the Justice Center
- 2022-196: Contract w/Knutzen Consulting Engineering for Design & Engineering of Parking Lot @ Hover Park
- 2022-197: First Amendment to Contract w/Coffey Refrigeration for Kitchen Equipment Maintenance & Repair
- 2022-198: First Amendment to Contract w/Dynamic Laundry Systems for Laundry Equipment Maintenance & Repairs
- 2022-199: First Amendment to Contract w/Frontier Fence Master Gate Security Gate Replacement @ the Jail
- 2022-200: Purchase of Seven 2022 Ford Police Interceptor SUVs From Bud Clary Ford/Hyundai for the Sheriff's Office
- 2022-201: Purchase of Two Fleet Pro Tool Sets From Snap-On Industrial for ER&R
- 2022-202: First Amended Contract w/Sierra Electric for Electrical Maintenance & Repairs
- 2022-203: Contract Change Order No. 12 w/Banlin Construction for New Administration Building Project
- 2022-204: Agreement w/Central Vending for Micro Markets @ Corrections & Administration Building

There being no further business before the Board, the meeting adjourned at approximately 9:33 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022
Subject:	Canvassing Board Appointment
Presenter:	
Prepared By:	Amanda Hatfield
Reviewed By:	Lorene Roe
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input checked="" type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Pursuant to RCW 29A.60.140, the chair of the county legislative body is a member of the canvassing board for canvassing the ballots and returns for elections. An appointment is needed for the upcoming April 26, 2022 Special Election, August 2, 2022, Primary Election, and the November 8, 2022, General Election.

Fiscal Impact

0

Recommendation

Chair, Shon Small, sign the letter appointing himself as the member on the canvassing board.

Suggested Motion

Approve as part of consent agenda.

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



Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

Canvassing Board Appointment

I, Shon Small, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for:

- 1) The Special Election to be held on April 26, 2022. I will serve the timeframe of March 23, 2022 through May 6, 2022.
- 2) The Primary Election to be held on August 2, 2022. I will serve for the timeframe of June 15, 2022 through August 16, 2022.
- 3) The General Election to be held on November 8, 2022. I will serve for the timeframe of September 21, 2022 through November 29, 2022.

DATED this 22 day of March, 2022.

Shon Small
Chair, Board of Benton County Commissioners

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022
Subject:	Minimal Purchase & Sales Agreement for County Owned Property
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	M. Rasmussen
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract

Summary / Background Information

According to Resolution 2022-144, the Board of County Commissioners surplused parcel # 1-1997-402-0002-016 and authorized the Real Property Manager to dispose of said property in accordance to Personal & Real Property Management Policy

The Personal & Real Property Management Policy allows for private negotiation for county-owned property

The Real Property Manager has been in contact with James Weber, the owner of Mutual Finance Group, Inc., who owns the neighboring parcel and has received an offer for parcel # 1-1997-402-0002-016

Fiscal Impact

Amount: \$1,000.00

Recommendation

Approve the minimal Purchase & Sales Agreement as presented

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE MINIMAL PURCHASE AND SALE AGREEMENT BETWEEN BENTON COUNTY AND MUTUAL FINANCE GROUP, INC. FOR # 1-1997-402-0002-016

WHEREAS, according to Resolution 2022-144, the Board of County Commissioners surplused parcel # 1-1997-402-0002-016 and authorized the Real Property Manager to dispose of said property in accordance to Personal & Real Property Management Policy; and

WHEREAS, the Personal & Real Property Management Policy allows for private negotiation for county-owned property; and

WHEREAS, the Real Property Manager has been in contact with James Weber, the owner of Mutual Finance Group, Inc., who owns the neighboring parcel and has received an offer for parcel # 1-1997-402-0002-016; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, hereby approves the Minimal Purchase and Sale Agreement between Benton County and Mutual Finance Group, Inc. for parcel # 1-1997-402-0002-016 in the amount of \$1,000.00; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign attached Minimum Purchase and Sale Agreement.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

MINIMAL PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022, between MUTUAL FINANCE GROUP, INC., as Buyer, and BENTON COUNTY, a Washington State Municipal Corporation, as Seller, on parcel number 1-1997-402-0002-016 legally described as:

KELO'S FIRST ADDITION TO KIONA: BLOCK 2: LOT 2: LOT 16: SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

1. The Seller agrees to sell and the Buyer agrees to purchase the above described property for the sum of \$1,000.00 USD ("Purchase Price"), paid in Cash or by Cashier's Check to the Seller.
2. Buyer shall pay any and all closing costs, recording fees, escrow fees and expenses incurred, including excise tax.
3. The property is to be conveyed by a Quit Claim Deed following payment of Purchase Price by the Buyer. Buyer may, at their sole option and expense, purchase a title report or title insurance and, if so, all costs associated with such title Matters shall be paid by the Buyer.
4. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement. Executed signature pages of the Agreement transmitted via facsimile or electronic mail shall be valid and binding as original signatures and shall be considered an agreement of the respective parties to fully execute and deliver originally signed copies of this Agreement.
5. Seller and Buyer agree that they will comply with all terms and conditions of this Agreement and close on this sale on or before May 31, 2022. If the sale fails to close by such date, this Agreement is subject to cancellation, and in no event shall the Seller have any liability to the Buyer in the event of a cancellation following failure to close.
6. The Buyer, pursuant to RCW 64.06.010, expressly waives any obligation of the Seller to provide a Seller Disclosure Statement.
7. This Agreement shall be interpreted under the laws of the State of Washington. Should any term or provision of the Agreement or any part of thereof be held unenforceable for any reason, such unenforceable term or provision or part thereof shall not affect the remainder of this Agreement it being agreed the provisions are severable. Any suit or action on this Agreement shall be brought only in the Superior Court of Benton County, Washington
8. This Agreement has been submitted to the scrutiny of all parties and their respective legal counsel and shall be given a fair and reasonable interpretation in accordance with

MINIMAL PURCHASE AND SALE AGREEMENT

the words hereof without consideration or weight being given to this being drafted or for one of the parties.

BUYER'S OFFER: The undersigned Buyer hereby offers to purchase as stated above.

James Weber
Mutual Finance Group, Inc.
31404 E Kennedy Rd NE
Benton City, WA 99320-8581

BY:  _____ DATE: 3/3/22
James Weber

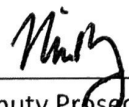
SELLER'S ACCEPTANCE & RECEIPT OF COPY: The undersigned Seller agrees to sell and acknowledges the receipt of a copy hereof and authorizes its Representative to deliver a signed copy to the Buyer.

BENTON COUNTY, a Washington municipal corporation

BY: _____ DATE: _____
Shon Small; Chairman

ATTEST: _____ DATE: _____
Clerk of the Board

ADDRESS: _____

APPROVED TO FORM BY:  _____
Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	Agreement #ESG-CV-TCHCC-2022 with Tri-City Hispanic Chamber of Commerce	
Presenter:		
Prepared By:	Deena Horton, Program Specialist	
Reviewed By:	Kyle Sullivan, Manager	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

This agreement is to provide resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID - 19.

Fiscal Impact

Amount: \$500,000.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of \$500,000.00.

Recommendation

Sign the Agreement #ESG-CV-TCHCC-2022 with Tri-City Hispanic Chamber of Commerce.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF AGREEMENT #ESG-CV-TCHCC-2022 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND TRI-CITY HISPANIC CHAMBER OF COMMERCE.

WHEREAS, the purpose of this Agreement is to provide resources to prevent, prepare for, and respond to the Coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves agreement #ESG-CV-TCHCC-2022, between Tri-City Hispanic Chamber of Commerce and Benton County Department of Human Services for a grant amount of \$500,000.00 from the Emergency Solutions Grant-COVID 19 (ESG-CV); and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments, necessary for the disbursement of the Washington State Department of Commerce Emergency Solutions Grant – COVID19 (ESG-CV); and

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

Dated this.....day of, 2022

Chair

Member

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

Attest: _____
Clerk of the Board

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #ESG-CV-TCHCC-2022

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **TRI-CITIES HISPANIC CHAMBER OF COMMERCE**, a corporation organized under the laws of the State of Washington with its principal offices at 1600 N. 20th Ave., #D, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

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

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide outreach services to the community for engagement and case management services, as well as work as Vaccine Ambassadors. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Statement of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Name: Martin Valadez
Address: 1600 N. 20th Ave, #D
Pasco, WA 99301
Phone: 509-542-0933
Email: valadez_torres@yahoo.com

- b. For COUNTY:

Name: Kyle Sullivan
Address: 7102 W Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509-737-3909
Email: kyle.sullivan@co.benton.wa.us

5. COMPENSATION

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed five hundred thousand dollars and no cents (\$500,000.00), including W.S.S.T per Exhibit B "Budget".
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit B, submit

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

- i. Invoice will be provided by the County
- ii. Supporting documentation will accompany the invoice

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

6. AMENDMENTS AND CHANGES IN WORK

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

proceed until the Contract Amendment is duly executed by the COUNTY.

7. **HOLD HARMLESS AND INDEMNIFICATION**

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

by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY'S Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages

shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

9. TERMINATION

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using

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

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

11. DEBARMENT

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.
- b. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- d. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

12. NON-WAIVER OF RIGHTS

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

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

13. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

14. COMPLIANCE WITH LAWS

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

15. INSPECTION OF BOOKS AND RECORDS

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

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any

dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall

be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

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

27. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value; the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to

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

28. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated: _____

Dated: 3/1/22

FOR: BENTON COUNTY

FOR: TRI-CITIES HISPANIC CHAMBER OF COMMERCE

Chairman

Martín Valadez
Signature

Member

Executive Director
Title:

Member

Martín Valadez
Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Approved as to Content

[Signature]
Civil Deputy Prosecuting Attorney

[Signature]
Dept. of Human Services Manager

Statement of Work “A”

CARES ACT EMERGENCY SOLUTIONS GRANT – COVID-19 (ESG-CV)

ESG-CV funds are to assist the community with prevention, prepare for, and respond to the Coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance. The funds will also support additional homeless assistance and homeless prevention activities to mitigate Coronavirus Impact on our communities.

Provide Street Outreach for the community on ESG-CV Program.

1. **Engagement:** Activities to locate, identify, and build relationships with unsheltered homeless people for the purpose of providing immediate support, interventions, and connections with homeless assistance programs and/or mainstream social services and housing programs.
2. **Case Management:** Assessing housing and service needs and arranging/coordination/monitoring the delivery of individualized services.

Work as Vaccine Ambassadors with the community on Vaccinations by providing pop-up clinics.

Assist with HRC's PIT Count.

Tri-City Hispanic Chamber of Commerce
ESG-CV-TCHCC-2022
February 1, 2022 - September 30, 2022
Budget

Exhibit B

Budget Category	Amount
Administration	\$ 50,000.00
Outreach	\$ 315,000.00
Operations	\$ 135,000.00
Total	\$ 500,000.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	Execute First Amendment to Agreement #2021-HHAA-DVS with Domestic Violence Services of Benton and Franklin Counties	
Presenter:		
Prepared By:	Tammy McKeirnan	
Reviewed By:	Kyle Sullivan	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to amend the current contract and add to the total consideration of the contract with Domestic Violence Services of Benton and Franklin Counties to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will provide Direct Service Vouchers, a short-term financial assistance program, and Supportive Services, consisting of case management specific tasks.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of \$323,507.10.

Recommendation

- Sign the Resolution to accept the proposed First Amendment
- Approve the proposed First Amendment by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING FIRST AMENDMENT TO GRANT AGREEMENT #2021-HHAA-DVS BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS BY AMENDING RESOLUTION 2021-078

WHEREAS, Benton County Department of Human Services would like to add to the total consideration of the contract with Domestic Violence Services of Benton and Franklin Counties to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

WHEREAS, the program shall serve the County's homeless residents, or those at risk thereof, who reside in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program consists of providing overnight shelter for homeless individuals experiencing domestic violence and assisting with re-housing individuals; **NOW THEREFORE**,

BE IT RESOLVED, that Benton County Resolution 2021-078 is hereby amended; and

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, First Amendment to Grant Agreement #2021-HHAA-DVS between Benton County Department of Human Services and Domestic Violence Services of Benton and Franklin Counties, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, increasing the total consideration amount of \$323,507.10; and

BE IT FURTHER RESOLVED, the term of the attached First Amendment to Grant Agreement commences on January 1, 2022 and shall expire on December 31, 2022.

Dated thisday of, 2022

Chair

Member

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

Attest: _____
Clerk of the Board

**FIRST CONTRACT AMENDMENT TO
GRANT AGREEMENT #2021-HHAA-DVS**

THIS FIRST CONTRACT 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, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as “**COUNTY**”), and **DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES**, a non-profit corporation organized under the laws of the state of Washington, with its principal offices at 3311 W. Clearwater Avenue, Suite C140, Kennewick, WA 99336 (hereinafter “**Contractor**”).

WHEREAS, per Benton County Resolution No. 2021 078, the parties entered into a Grant Agreement beginning January 1, 2021 and ending December 31, 2022 (hereinafter the “**CONTRACT**”), whereby **CONTRACTOR** agreed to assist the **COUNTY** with meeting the goals of the Five-Year Homeless plan to reduce homelessness; and

WHEREAS, this First Amendment is necessary to add more funds for direct services, program support services and administration.

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

1. FACE SHEET-

Total consideration shall be amended in its entirety to the following:

Consideration.....\$323,507.10

2. EXHIBIT A – Budget

To amend the contract to add more funds for direct services, program support services and administration.

3. SECTION 52.2

Section 52.2 will be amended in its entirety to the following:

a. Direct Service Vouchers – Rapid Rehousing/Eviction Prevention are eligible for reimbursement for direct expenses provided during each month between January 1, 2021 and December 31, 2022 and shall not exceed a total of \$85,828.00 during the term of this Agreement.

b. Program Supportive Services eligible for reimbursement may be billed at no more than \$2,522.83 per month between January 1, 2021 and December 31, 2022 and shall not exceed a total of \$30,274.00 during the term of this Agreement.

c. Administrative Costs eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive

- c. **Administrative Costs** eligible for reimbursement may be billed at five percent (5%) of the total amount of Direct Service Vouchers and Program Supportive Services expenses in each month between January 1, 2021 and December 31, 2022 and shall not exceed a total of \$5,805.10 during the term of this Agreement.

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:

Chair Date

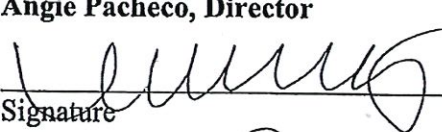
Member Date

Member Date

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

FOR THE CONTRACTOR:

Angie Pacheco, Director

 1/24/22
Signature Date


Mary A Pacheco
Name

Executive Director
Title


ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:


Human Services Manager

APPROVED AS TO FORM:


Benton County Deputy Prosecuting Attorney

Benton Franklin Counties Domestic Violence Services
2021-HHAA-DVS
 Benton County
 January 1, 2021 to December 31, 2022

Exhibit A

Expenses	Computation	Cost
Rapid Rehousing/Eviction Prevention	Direct Services Rental Deposits, Rental Assistance up to 6 months of FMR, App Fees, Utility Deposit	\$85,828.00
Program Support Services	Case management support services \$2,522.83 per month X 24 months	\$30,274.00
Administration	5% of operations and program support services	\$5,805.10
Total		\$121,907.10

Shelter Operations	Comutation	Cost
Shelter Operations	\$8400.00 per month x 24 months	\$201,600.00

Total Contract Amount:		\$323,507.10
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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022
Subject:	First Amendment Contract Services with Benton-Franklin Health District
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Benton-Franklin Health District would like to extend the contract with Department of Human Services to have a Quarantine and Isolation program for those who need a safe place for community members to quarantine who are affected by COVID-19. Benton County Department of Human Services will run the program and assist referrals from the Health District. This first amendment will extend the services to June 30, 2022 and also increase the original awarded amount by \$40,000.00 for a total of \$190,000.00

Fiscal Impact

To change the amount from \$150,000.00 to \$190,000.000

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

Recommendation

- Sign the Resolution and the First Amendment to Community Services Contract with Benton-Franklin Health District.

Suggested Motion

Approve on Consent Agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING THE FIRST AMENDMENT OF COMMUNITY SERVICES CONTRACT TO PROVIDE QUARANTINE AND ISOLATION SERVICES BETWEEN THE BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BENTON-FRANKLIN HEALTH DISTRICT.

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

WHEREAS, the first Community Services Contract for Quarantine and Isolation Agreement with Benton-Franklin Health Department will expire on March 31, 2022. This First Amendment will extend the contract to June 30, 2022; and

WHEREAS, the Quarantine and Isolation First Amendment with Benton-Franklin Health Department will increase the contract dollar amount from \$140,000.00 to \$190,000.00; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves the First Amendment to the Quarantine and Isolation Agreement with Community Services Contract, between Benton-Franklin Health District and Benton County Department of Human Services for a total amount of \$190,000.00; and

BE IT FURTHER RESOLVED, the term of the attachment commences on January 1, 2022 and ends on June 30, 2022.

Dated this day of , 2022

Chair

Attest: _____
Clerk of the Board

Member

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



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

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

EFFECTIVE DATE: APRIL 1, 2022 – JUNE 30, 2022

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

Contractor Contacts

Benton County Human Services		Phone: (509) 783-5284	
7102 W. Okanogan Pl. Suite 201		Fax: (509) 783-5981	
Kennewick, WA 99336		UEI #: G1PDD2EWFGD8	
Title/Responsibility	Contact Name	Phone	Email
Human Resources Manager-Signature Authority	Kyle Sullivan	509-737-3909	Kyle.sullivan@co.benton.wa.us
Program Specialist	Gloria Caldwell	509-737-3954	Gloria.caldwell@co.benton.wa.us
Financial Manager	Tammy McKeirnan	509-737-3914	Tammy.mckeirnan.co.benton.wa.us

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

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

PURPOSE

The purpose of this Amendment is to extend the effective date to June 30, 2022, and add \$50,000.00 to the maximum consideration allocation for a total of \$190,000.00. All other terms and conditions of the original *Benton County Human Services Covid 2021* agreement remain unchanged and in effect.


AUTHORIZATION AND EXECUTION

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

BENTON-FRANKLIN HEALTH DISTRICT

BENTON COUNTY HUMAN SERVICES

Jason Zaccaria – Administrator Date



Kyle Sullivan – Manager 3/10/22
Date

GRANT NUMBER: COMMUNITY SERVICES

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

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

For Benton County:

Attest:

Chair

Date

Clerk of the Board

Approved as to content:

Approved as to form:



Dept. of Human Services



Benton Co Prosecutor's Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	PSC-2022-CI-00 Columbia Industries COVID	
Presenter:		
Prepared By:	Tammy McKeirnan	
Reviewed By:	Kyle Sullivan, DHS Manager	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

This agreement is to fund delivered lunch and dinner to quarantined individuals at the Riverfront Hotel, while they are being quarantined or isolated because of the COVID-19 outbreak. These meals will be delivered by 11:30am each day to the quarantined individuals, as needed.

Fiscal Impact

Amount: Fee for Service – not to exceed \$55,000.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 01054-101 Homeless Housing Budget.

Recommendation

- Sign the Resolution Agreement PSC-2022-CI-00

Suggested Motion

Approve on consent agenda.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING AGREEMENT #PSC-2022-CI-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES.

WHEREAS, Benton & Franklin Health Department contracted funding to Benton County Human Services to establish Isolation and Quarantine sites for people experiencing a housing crisis and test positive for Covid; and

WHEREAS, the purpose of this Agreement PSC 2022-CI-00 is for Columbia Industries to provide lunch and dinner to individuals who are in quarantine or isolation due to COVID-19; and

BE IT RESOLVED, that the Benton County Commissioners hereby approve agreement #PSC-2022-CI--00 agreement, between Columbia Industries and Benton County Department of Human Services; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services will pay Columbia Industries for their services and then will get reimbursed from Benton Franklin Health Department for those services as long as it doesn't exceed more than \$55,000.00; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments to Columbia Industries, necessary for the disbursement of funds; and

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

Dated this.....day of, 2022

Chairman

Member

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

Attest: _____
Clerk of the Board

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
#PSC-2022-CI-00**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, a political subdivision with its principal offices at 7102 w. Okanogan Place, Ste.201, Kennewick, WA 99336 (hereinafter "COUNTY"), and **COLUMBIA INDUSTRIES** a corporation organized under the laws of the State of Washington with its principal offices at 900 S. Dayton, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

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

2. DURATION OF CONTRACT

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

- a. Services provided will be provided on a as needed basis, as individuals are quarantined or isolated due to COVID-19.

3. SERVICES PROVIDED

- b. The CONTRACTOR shall prepare and deliver lunch and dinner to the individuals that are quarantined at the contracted hotel by 11:30 am, for COVID-19 individuals. 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.

- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- d. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- f. 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: Eric Van Winkle
Address: 900 S Dayton
Kennewick, WA 99336
Phone: 509-727-3337
Email: ericv@columbiaindustries.com

- b. For COUNTY:

Name: Kyle Sullivan
Address: 7102 West Okanogan Place, Ste. 201
Kennewick, WA 99336
Phone: 509-737-3902
Email: kyle.sullivan@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 B, "Fees", 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 fifty-five thousand dollars and no cents (\$55,000.00), including W.S.S.T.
- c. CONTRACTOR will be paid per diem per person, per day. Per diem for lunch and dinner will not exceed twenty dollars and no cents (\$20.00) a day for lunch and shall not exceed thirty dollars (\$30.00 a day for dinner per individual.
- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may, 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.
- f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the 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.
- h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

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

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

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

deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages

shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

9. TERMINATION

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

28. DEBARMENT

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

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

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

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

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

- 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: 3/14/22

FOR: BENTON COUNTY

FOR: COLUMBIA INDUSTRIES

Chairman



Signature

Member

CEO/PRESIDENT

Title: President

Member

ERIC VANWINKLE

Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form:

Approved as to Content:



Civil Deputy Prosecuting Attorney



Human Services Manager

STATEMENT OF WORK

Services will be provided on a month to month basis, as meals are needed for quarantined individuals, as funding allows. Columbia Industries (CI) will provide the following during the period of January 1, 2022 through June 30,20022.

1. CI will provide a box lunch and dinner with two bottles of water and needed utensils for each order placed by Benton County Department of Human Services.
2. CI will deliver Friday, Saturday and Sunday meals on Friday. They will ensure they are meals that can be easily reheated or served cold through the weekend.
3. Meals will be delivered by 11:30 am to the hotel the day after order is placed.
4. CI will bill the County weekly or bi-weekly for the delivered orders.

Benton County Department of Human Services will provide the following during the period of January 1, 2022 through June 30,2022:

1. County will provide a count for CI by 5pm each evening, unless there is an agreed upon time set for the quarantined individual. (i.e. individual will be staying for ten days and the dates will be given that meals are needed for).

Columbia Industries

PSC-2022-CI-00

Benton County

January 1, 2022 to December 31, 2022

Exhibit B

COVID-19 Services	
Lunch Per Diem	\$20.00/day
Dinner Per Diem	\$30.00/day
All meals approved by DHS staff	
Total Contract Maximum	\$55,000.00



**BENTON COUNTY
COVID-19 CARES
BILLING VOUCHER**

Contractor: Columbia Industries

Agreement #: PSC-2022-CI-00

Mailing Address: 900 S. Dayton
Kennewick, WA 99336

Service Month: _____

Submit to: Benton County
DEPARTMENT OF HUMAN SERVICES
7102 W. Okanogan Place Ste 201
Kennewick, WA 99336

# Meals	Meal Expenditures	Amount Requested*
	Lunches	\$ -
	Dinners	\$ -
		\$ -
	*per diem is \$20 for lunch pp and \$30 for dinner pp	\$ -
		\$ -
	TOTAL REQUEST	\$ -

* Please attach copies of receipts and/or other documentation needed to support the amount requested.

CERTIFICATION

I hereby certify under penalty of perjury that the items and totals contained herein are proper charges for services furnished and that all services rendered have been provided without discrimination on the ground of race, creed, color, national origin, sex, marital status, age or disability.

Signature: _____

Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	CBRA Contract with Greater Columbia Behavioral Health	
Presenter:		
Prepared By:	Deena Horton, Program Specialist	
Reviewed By:	Kyle Sullivan, DHS Manager	
Type of Agenda Item:	Type of Action Needed:	
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

Greater Columbia Behavioral Health would like to contract with Department of Human Services with funding to pay a housing subsidy to adults (and their households) who have a diagnosed behavioral health condition, are eligible for services from an approved long-term supports program and demonstrates a need for long-term subsidy. This program is called the Community Behavioral Health Rental Assistance Program (CBRA).

Fiscal Impact

Amount: \$238,000.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

To accept the CBRA contract from Greater Columbia Behavioral Health.

Suggested Motion

Move to approve contract CBRA-BCDHS-22-00

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY,
WASHINGTON;

RE: IN THE MATTER OF EXECUTING GCBH AGREEMENT NUMBER CBRA-BCDHS-22-00 TO ESTABLISH AND SUPPORT THE COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE PROGRAM (CBRA) BETWEEN GREATER COLUMBIA BEHAVIORAL HEALTH AND BENTON COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, Greater Columbia Behavioral Health would like to contract with Benton County Department of Human Services to establish and implement the Community Behavioral Health Rental Assistance Program (CBRA) which provides long-term or bridge subsidies for high-risk individuals with behavioral health conditions and their households; and

WHEREAS, Contract CBRA-BCDHS-22-00 with Benton County Department of Human Services is for the term of March 1, 2022 through June 30, 2022; and

WHEREAS, the amount of the grant is \$238,000.00; NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed CBRA-BCDHS-22-00 contract; and,

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and they hereby are, authorized to sign, on behalf of Benton County, GCBH Agreement Number CBRA-BCDHS-22-00 between Greater Columbia Behavioral Health and Benton County Department of Human Services to establish and support state funded community behavioral health services through the State Mental Health Agreement; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on March 1, 2022 and expires on June 30, 2022, in the amount of \$238,000.00.

Dated this day of , 2022

Chair

Member

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

Attest:

Clerk of the Board



**CONTRACT AGREEMENT
Behavioral Health Services
Community Behavioral Health
Rental Assistance (CBRA):**

This Agreement is made and entered into by, and between **GREATER COLUMBIA BEHAVIORAL HEALTH, LLC BH-ASO**, hereinafter referred to as "GCBH", the Network Provider identified below, hereinafter referred to as the "Contractor". Governed by Chapter 41.05 RCW and Title 182 WAC.

CONTRACTOR INFORMATION:

Contractor Name: Benton County Department of Human Services

Contractor Address: 7102 West Okanogan Place, Suite 201, Kennewick WA 99336

CEO or Director Contact: Kyle Sullivan Alternate Contact: _____

E-Mail: kyle.sullivan@co.benton.wa.us Alternate Email: _____

Phone: (509)783-5284

Fax: (509)783-5981

GRANT AMOUNT	FUNDING SOURCE	CFDA Number
\$238,000.00	Federal: State: <input checked="" type="checkbox"/> Other: N/A	
TAX ID #91-6001296	UBI #03500971	DUNS #602-898-884

ASO (Administrative Service Organization):

Greater Columbia Behavioral Health, LLC BH-ASO
101 N. Edison St., Kennewick, WA 99336
Phone: (509) 737-2475 Fax: (509) 737-4165
Website: GCBHLLC.ORG

Primary Contact: Jennifer Daniel E-mail: jenniferd@gcbh.org Direct Line: (509) 737-2472

Alternate Contact: Karen Richardson E-Mail: karenr@gcbh.org Direct Line: (509) 737-2457

AGREEMENT START DATE: 01/01/2022

AGREEMENT END DATE: 6/30/2022

EXHIBITS	CONTRACTED	
When the box(s) are marked with an X, the following exhibits are attached to and incorporated into this Agreement by reference:		
Attachment A – Scope of Work	X	
Attachment B – Budget	X	
Attachment C – CBRA Guidelines	X	
Exhibit H - Data Use, Security, and Confidentiality	X	
Exhibit R - Qualified Service Organization Business Associate Agreement	X	
Exhibit S - Service Area Matrix	X	
Exhibit U1 - Statement of Work (HOUSING)	X	

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

IN WITNESS WHEREOF, the parties have signed this executed Agreement:

GREATER COLUMBIA BEHAVIORAL HEALTH, LLC

GCBH Chairman, Executive Board

Approved as to Content:

GCBH Co-Director/QM/CCO

Approved as to Form:

GCBH Legal Counsel

Content/Form Prepared by:

GCBH Accounting/Auditor/Contracts

Content/Form and Fiscal Review:

GCBH Co-Director/ Finance Director

FOR CONTRACTOR:

Signature

Printed Name

Title

CBRA Network Provider Name

Contract Number: CBRA-BCDHS-22-00

**BEHAVIORAL HEALTH SERVICES COMMUNITY BEHAVIORAL
HEALTH RENTAL ASSISTANCE (CBRA)**

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

For Benton County:

Chair

Date

Attest:

Clerk of the Board

Approved as to Content:

Dept. of Human Services

Approved as to form:

Benton Co Prosecutor's Office

CONTRACT MANAGEMENT

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

The Representative for GCBH (COMMERCE) and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

GCBH (COMMERCE) shall pay an amount not to exceed **\$142,818** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with the terms and conditions of this contract and as outlined in Attachment B.

3. BILLING PROCEDURES AND PAYMENT

GCBH (COMMERCE) will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to GCBH (COMMERCE) not more often than monthly. **Invoices are due by the 10th of the month following the service month for which reimbursement is requested.**

The invoices shall describe and document, to GCBH (COMMERCE)'s satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the ASO/DOC Grant Number 22-46123003. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by GCBH (COMMERCE) within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

GCBH (COMMERCE) may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by GCBH (COMMERCE).

Final invoices for a state fiscal year may be due sooner than the 10th and GCBH (COMMERCE) will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill GCBH (COMMERCE) for services performed under this Agreement, and GCBH (COMMERCE) shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontracts.

COMMERCE/GCBH may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE/GCBH of the final report or completion of the project, etc.

4. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by GCBH (COMMERCE) and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors.

"Subcontractors" shall mean subcontractors of any tier.

5. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. 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 Contractor or subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name GCBH (COMMERCE), 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 Contractor shall provide GCBH (COMMERCE) thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to GCBH (COMMERCE) within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor 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, at GCBH (COMMERCE)'s request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that GCBH (COMMERCE) will be provided thirty (30) days' advance written notice of cancellation.

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

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 Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant 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. **Local Government Grantees that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from GCBH/COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE/GCBH, the CONTRACTOR shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance

sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

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

6. ORDER OF PRECEDENCE

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

- Applicable federal and State of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CBRA Program Guidelines

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.

"Contract" or "Agreement" means the entire written agreement between GCBH (COMMERCE) and the Contractor, including any Exhibits, documents, or materials incorporated by reference. Email or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- C. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the State of Washington.
- F. "subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE/DOC/GCBH; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE/DOC/GCBH and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to GCBH (COMMERCE), the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by GCBH (COMMERCE).

4. ALL WRITINGS CONTAINED HEREIN

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

5. AMENDMENTS

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

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor 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.

7. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of GCBH (COMMERCE).

8. ATTORNEYS' FEES

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

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by GCBH (COMMERCE) that is designated as "confidential" by GCBH (COMMERCE);
2. All material produced by the Contractor that is designated as "confidential" by GCBH (COMMERCE); and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of GCBH (COMMERCE) or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide GCBH (COMMERCE) with its policies and procedures on confidentiality. GCBH (COMMERCE) may require changes to such policies and procedures as they apply to this Contract whenever GCBH (COMMERCE) reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by GCBH (COMMERCE).

Upon request, the Contractor shall immediately return to GCBH (COMMERCE) any Confidential Information that GCBH (COMMERCE) reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

**GENERAL TERMS AND CONDITIONS
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10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the GCBH (COMMERCE) may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by GCBH (COMMERCE) that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the GCBH (COMMERCE) program administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by GCBH (COMMERCE) that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, GCBH (COMMERCE) shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of GCBH (COMMERCE) provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which GCBH (COMMERCE) makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by GCBH (COMMERCE). GCBH (COMMERCE) shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to GCBH (COMMERCE) effective from the moment of creation of such Materials.

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

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

The Contractor shall exert all reasonable effort to advise GCBH (COMMERCE), at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide GCBH (COMMERCE) with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. GCBH (COMMERCE) shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

12. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the

**GENERAL TERMS AND CONDITIONS
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Director of GCBH (COMMERCE), who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

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

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

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

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

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

GCBH (COMMERCE) shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract, subcontract, or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor and GCBH (COMMERCE) must each indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's and GCBH (COMMERCE)'s obligation to indemnify, defend, and hold harmless includes any claim by Contractor's and/or GCBH (COMMERCE) agents, employees, representatives, or any subcontractor or its employees.

The Contractor and GCBH (COMMERCE) expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's, GCBH (COMMERCE) or any subcontractor's performance or failure to perform the contract. The Contractor's and GCBH (COMMERCE)'s obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

**GENERAL TERMS AND CONDITIONS
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The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington, GCBH or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of GCBH (COMMERCE) or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

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

18. LAWS

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

19. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with GCBH (COMMERCE). The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

22. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

**GENERAL TERMS AND CONDITIONS
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- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

23. POLITICAL ACTIVITIES

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

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

24. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or GCBH's/COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or GCBH's/COMMERCE's name may reasonably be inferred or implied, without the prior written consent of GCBH/COMMERCE.

25. RECAPTURE

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

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by GCBH (COMMERCE). In the alternative, GCBH (COMMERCE) may recapture such funds from payments due under this Contract.

26. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be

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subject at all reasonable times to inspection, review or audit by GCBH (COMMERCE), personnel duly authorized by GCBH (COMMERCE), the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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 resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to GCBH, COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

29. 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, GCBH (COMMERCE) may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SITE SECURITY

While on GCBH (COMMERCE) premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of GCBH (COMMERCE).

If GCBH (COMMERCE) approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, GCBH (COMMERCE) in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to GCBH (COMMERCE) if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to GCBH (COMMERCE) for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that GCBH, COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

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33. SURVIVAL

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

34. TAXES

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

35. TERMINATION FOR CAUSE

In the event GCBH (COMMERCE) determines the Contractor has failed to comply with the conditions of this contract in a timely manner, GCBH (COMMERCE) has the right to suspend or terminate this contract. Before suspending or terminating the contract, GCBH (COMMERCE) shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

GCBH (COMMERCE) reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by GCBH (COMMERCE) to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of GCBH (COMMERCE) provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Notwithstanding any other provision of this Contract, GCBH (COMMERCE) or Contractor may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. If this Contract is so terminated, GCBH (COMMERCE) shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

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

GCBH (COMMERCE) shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by GCBH (COMMERCE), and the amount agreed upon by the Contractor and GCBH (COMMERCE) for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by GCBH (COMMERCE), and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of

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GCBH (COMMERCE). Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

GCBH (COMMERCE) may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect GCBH (COMMERCE) against potential loss or liability.

The rights and remedies of GCBH (COMMERCE) provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to GCBH (COMMERCE), in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subgrants/subcontracts so terminated, in which case GCBH (COMMERCE) has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to GCBH (COMMERCE) and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to GCBH (COMMERCE);
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which GCBH (COMMERCE) has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by GCBH (COMMERCE) shall remain in GCBH (COMMERCE). Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in GCBH (COMMERCE) upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by GCBH (COMMERCE) in whole or in part, whichever first occurs.

- A. Any property of GCBH (COMMERCE) furnished to the Contractor shall, unless otherwise provided herein or approved by GCBH (COMMERCE), be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of GCBH (COMMERCE) that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

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- C. If any GCBH (COMMERCE) property is lost, destroyed or damaged, the Contractor shall immediately notify GCBH (COMMERCE) and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to GCBH (COMMERCE) all property of GCBH (COMMERCE) prior to settlement upon completion, termination or cancellation of this contract
All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of GCBH (COMMERCE).

Attachment A

Scope of Work

Contractor will utilize funding under this contract for eligible households within the eligible population described below and for subsidies being paid for in Benton and Franklin Counties. Contractor shall provide funding for subsidies in Benton and Franklin Counties as equitable as possible between the two counties utilizing the population percentages provided by GCBH and described below in Attachment B.

Eligible Population for Housing Subsidy Funded Under This Contract:

Adults (and their households) who have a diagnosed behavioral health condition, are eligible for services from an approved long-term supports program, and demonstrate a need for long-term subsidy.

(See: Program Guidelines, Overview and Program Eligibility)

Contractors shall commit to prioritizing subsidies for the priority populations described below:

Priority Population for Housing Subsidy funded under this Contract:

Households that meet one or more of the following:

- Discharging or needing to discharge from a psychiatric hospital or other psychiatric inpatient setting.

(See: Program Guidelines, Priority Populations)

Contractors shall submit the following deliverables on time with truthful, accurate information:

Monthly Invoices and Required Back-Up Documentation

- submitted online using the Commerce/GCBH Contract Management System (CMS) through Secure Access Washington (SAW)
(See: Program Guidelines, Reimbursements)
- Annual County Expenditure Report Information to the lead of each county homelessness crisis response system within the service area.
(See: Program Guidelines, Reporting Requirements)
- Accurate and Timely Data Entry into the Homeless Management Information System Database.
(See: Program Guidelines, HMIS and Data Quality)

Consequences of non-compliance:

- a. If Commerce/GCBH determines that a Contractor is failing to comply with the Guidelines, Terms, and Conditions, Commerce/GCBH will notify Contractor that Contractor will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.
- b. If the Contractor is still out of compliance after the technical assistance, Commerce/GCBH may move the Contractor into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
- c. If the Contractor remains out of compliance after the probation period, Commerce/GCBH may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

BILLING

GCBH (COMMERCE) will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to GCBH (COMMERCE) not more often than monthly. **Invoices are due by the 10th of the month following the service month for which reimbursement is requested.**

The invoices shall describe and document, to GCBH (COMMERCE)'s satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the ASO/DOC Grant Number 22-46123003. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by GCBH (COMMERCE) within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

GCBH (COMMERCE) may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by GCBH (COMMERCE).

Final invoices for a state fiscal year may be due sooner than the 10th and GCBH (COMMERCE) will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill GCBH (COMMERCE) for services performed under this Agreement, and GCBH (COMMERCE) shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontracts.

COMMERCE/GCBH may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE/GCBH of the final report or completion of the project, etc.

Attachment B

Budget

Budget	Unassigned	Total
Admin	\$7,140.00	\$7,140.00
Program Operations	\$25,347.00	\$25,347.00
Rent Assistance*	\$110,331.00	\$110,331.00
Total	\$142,818.00	\$142,818.00

***The Rent Assistance will be used as equitably as possible between Benton and Franklin County with the following guideline: Benton County will have available approximately 68% of the Rent Assistance for serving individuals within Benton County, Franklin County will have approximately 32% of the Rent Assistance available for serving individuals in Franklin County. Significant deviation (>10%) from these guidelines will require prior approval from GCBH.**



Guidelines

FOR THE

Community Behavioral Health Rental Assistance Program (CBRA)

July 1, 2021 – June 30, 2023

Version 2

July 2021

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1 Grant Basics

1.1 Overview

The Community Behavioral Health Rental Assistance program (CBRA) provides long-term or bridge rental subsidies for high-risk individuals with behavioral health conditions and their households. When partnered with programs offering supportive housing services such as Washington’s Foundational Community Supports (FCS) program, Aging and Long-Term Supports (AL TSA) programs, Housing and Recovery through Peer Services (HARPS) programs, or others, highly-vulnerable persons with complex behavioral health needs have opportunities to live independently in the communities of their choice.

1.2 Fund Source

CBRA is funded by State General Funds as allocated by the Legislature.

2 Administrative Requirements

2.1 Grant Management

2.1.1 Changes to Guidelines

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

2.1.2 Commerce Monitoring

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

2.1.3 Discharge Planning Facilitation

Lead grantees are responsible to facilitate partnerships between discharge planners at state psychiatric hospitals and community-based psychiatric inpatient institutions and sub grantees to ensure priority populations are being served. Lead grantees should also facilitate partnerships between discharge planning staff at other behavioral health institutions to support referrals for those that are not part of the priority population but meet eligibility criteria.

2.1.4 Subgrantee Management Requirements

Upon Commerce approval, lead grantees may enter into an agreement with any other nonprofit or governmental housing assistance organizations who operate programs to end homelessness within a defined service area. The CBRA Grant General Terms & Conditions Section 32 identifies subgrantee requirements. In addition, all subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

Lead Grantee Responsibilities are as follows:

- ✓ Lead grantees must maintain written procedures related to subcontracting as well as copies of all subcontracts and records related to subcontracts.
- ✓ Lead grantees must ensure that subcontracts bind subcontractors to follow all applicable terms of the original grant with Commerce and must include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.
- ✓ Lead grantees must provide Commerce with copies of subgrant agreements (upon request) and notify Commerce if subgrants are terminated during the grant period.
- ✓ Lead grantees must notify Commerce of any changes in selection of subgrantees funded with CBRA, or changes in the interventions of those

subgrantees.

2.1.4.1 Subgrantee Risk Assessment and Monitoring

Lead grantees are responsible for ensuring subgrantee compliance with all requirements identified in the CBRA guidelines. The lead grantee must maintain policies and procedures that guide the risk assessment, monitoring activities, and monitoring frequency.

The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting CBRA funds to the subgrantee. The risk assessment must inform the monitoring plan for each subgrantee. Monitoring plans must include monitoring dates, the type of monitoring (remote, on-site), and the program requirements being reviewed.

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

2.2 Performance Measurement

Performance Measures help evaluate the effectiveness of the Permanent Housing Subsidy programs. For more details, see [Appendix D: Performance Requirements](#).

The Department of Commerce (Commerce) has identified the following as the most critical performance measures for Permanent Housing Subsidy programs:

- ✓ Prioritizing those exiting state psychiatric hospitals and community psychiatric inpatient beds.
- ✓ Increasing retention in the PHS program or exits to permanent housing

2.3 Reporting Requirements

Upon request, grantees must submit accurate and complete information for the Annual County Expenditure Report to the Consolidated Homeless Grant Lead Contractor in the communities in which they serve.

Upon request, grantees will respond to requests for information by Commerce to facilitate legislative reporting and strategic distribution of funding.

2.4 Fiscal Administration

2.4.1 Budget Caps

Administration - up to 15 percent of total contracted budget may be used for administration. See [Section 4](#) for details on allowable expenses for Administration and Program Operations.

2.4.2 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20th of the month following the billing period. Final invoices for

a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action resulting in withholding of payment or reduction in contracted amount. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) via Secure Access Washington (SAW). Contact your Commerce representative for access to the online invoicing system.

2.4.2.1 Reimbursement Back-up Documentation

Requests for reimbursement must be accompanied by the [CBRA Monthly Voucher Detail Report](#) attached to the online invoice. Source documentation such as cancelled checks, purchase orders, or time sheets are not required.

Commerce may require a lead grantee to submit additional documentation as needed to approve reimbursement. Lead grantees must retain original invoices submitted by their subgrantees.

2.4.3 Budget Revisions

Budget revisions that move more than 10 percent of the grant total require a budget amendment. The Administration budget cap must be maintained with each revision.

2.4.4 Ineligible Use of Funds

Grantees must inform Commerce if CBRA funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent ineligible use of funds.

3 Program Eligibility and Priority Populations

3.1 Priority Population

Grantees must prioritize households meeting eligibility criteria for the program that are discharging or needing to discharge from state psychiatric hospitals or community psychiatric inpatient beds. See [Appendix D: Performance Requirements](#).

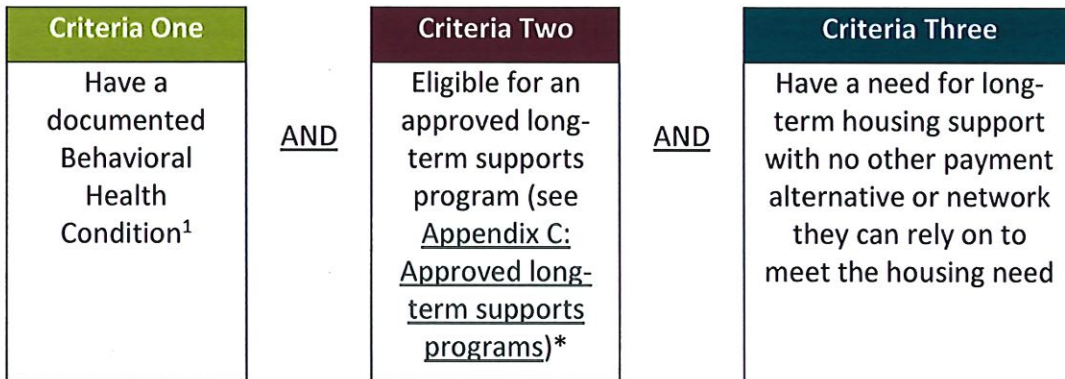
Households that meet eligibility criteria for the program that are not within the priority population may be served as long as the grantee has made a reasonable effort to ensure that individuals in the priority population have first access to available funds.

3.2 Household Eligibility

3.2.1 Eligibility Criteria:

A household is one or more individuals seeking to obtain or maintain housing together. A household does not include friends or family that are providing temporary housing.

Households eligible for rental assistance under this program must have an adult member of the family who meets **ALL** of the following criteria:



*Please note, individuals that would otherwise be eligible for an approved long-term supports program but are not due to citizenship status meet the criteria for Criteria Two.

3.2.1 Documentation of Eligibility

Grantees must document eligibility for at least one adult member of the household. The [CBRA Verification of Household Eligibility Form](#) and all applicable documentation (see below) is to be kept in the client file and dated within 30 days of program entry.

For a list of all required client file information and documentation see [Appendix B: Client](#)

⁽¹⁾ A Behavioral Health Condition is a mental health condition or substance use disorder that impairs an individual's capacity to address normal activities of daily living, and is expected to be of long duration.

File Information and Documentation.

3.2.1.1 Documentation of a Behavioral Health Condition

Grantees must verify and document a behavioral health condition for at least one adult member of the household prior to program entry.

Behavioral health conditions are mental health conditions or substance use disorders that impair an individual's capacity to address normal activities of daily living, and are expected to be of long duration.

Acceptable documentation includes one of the following:

- ✓ Written verification of the behavioral health condition from an approved long-term supports program (see [Appendix C](#) for a list of approved long-term supports programs)
- ✓ Written verification from a licensed medical or behavioral health professional or social worker.
- ✓ Written verification from the Social Security Administration
- ✓ Written verification from the Department of Social and Health Services
- ✓ Disability check receipt (Social Security Disability Insurance check or Veteran Disability Compensation).
- ✓ Written self-attestation from the individual or statement from immediate family member. This method is to be used only if no other documentation method is available. Case manager must indicate why no other documentation is available.
- ✓ Other documentation as approved by Commerce.

3.2.1.2 Documentation of Eligibility from an Approved Long-Term Supports Program

Grantees must document eligibility for at least one approved long-term supports program prior to program entry. See [Appendix C: Approved Long-term Supports Programs](#) for a list of approved programs.

Acceptable documentation includes one of the following:

- ✓ Written verification of eligibility from an approved long-term supports program provider.
- ✓ Written verification of ineligibility based solely on citizenship status from an approved long-term supports program provider.

3.2.1.3 Documentation of Long-term Support Need and Lack of Resources and Supports

Grantees must provide documentation of the need of the individual for long-term housing support and that they have no other resources or support networks that can meet that need. The [CBRA Certification of Long-Term Housing Support Need](#) form can be used to collect a statement from a qualified party (below). Any type of written statement signed and dated within 30 days of program enrollment by the qualified party can be used as documentation.

Acceptable documentation includes one of the following:

- ✓ Statement from a Case Manager verifying the need for long-term housing support and the lack of sufficient resources and/or support networks to meet the housing need.
- ✓ Statement from a licensed medical or behavior health professional or social worker verifying the need for long-term housing support and the lack of sufficient resources and/or support networks to meet the housing need.
- ✓ Statement from a discharge professional verifying the need for long-term housing support and the lack of sufficient resources and/or support networks to meet the housing need.

3.2.2 Eligibility Recertification

As the conditions that determine eligibility for this program are unlikely to change from year to year, **annual eligibility recertification is not required.**

In the case that a household loses eligibility in the approved long-term support program (FCS, HARPS, etc.), grantees must review whether the household is still eligible for the CBRA program based on the following criteria:

- ✓ Has had no change in behavioral health condition status.
- ✓ Has a documented need for continued long-term housing supports with no other identified payment alternative or network that they can rely on to meet the housing need.
- ✓ Has an income that does not exceed 50 percent of area median income as defined by HUD.

3.2.3 Determination of Income Eligibility at Recertification

For a household to remain eligible for the CBRA program after losing eligibility for an approved long-term supports program, the combined household income must not exceed 50 percent of area median gross income as defined by HUD.

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

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

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

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

3.2.3.1 Annualizing Wages and Periodic Payments

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

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

3.2.4 Documentation of Recertification of Eligibility

Grantees must provide the CBRA Eligibility Recertification form with the final determination of eligibility and documentation to support the determination in the client file. Documentation must be dated within 45 days of recertification date.

3.2.4.1 Documentation of Lack of Change in Behavioral Health Condition Status

If a household's Behavioral health condition continues to impair capacity to address normal activities of daily living, and is expected to be of long duration, no additional documentation is needed. In the case that behavioral health condition status has changed, the grantee should provide documentation that led them to determine this change in status. See 3.2.1.1 Documentation of a Behavioral Health Condition for appropriate documentation standards.

3.2.4.2 Documentation of Continued Long-term Support Need and Lack of Resources and Supports

At recertification, grantees must provide documentation of the continued need of the individual for long-term housing support and verification that they have no other resources or support networks that can meet that need. See section 3.2.1.3 Documentation of Long-term Support Need and Lack of Resources and Supports.

3.2.4.3 Documentation of Income Eligibility at Recertification

Lead/subgrantees must verify and document income eligibility at recertification. CBRA Income Eligibility Worksheet (or equivalent) and all allowable income documentation (See Appendix G) must be kept in the client file.

3.2.5 Ineligible at Recertification

If a household is determined ineligible at recertification, grantees have the option of providing up to six additional months of rental subsidy to support the household to transition to self-sufficiency. The decision to provide additional rental subsidy of up to 6 months must be noted in the client file.

4 Eligible Activities and Costs

The primary activity of this program is payment of a Permanent Housing rent subsidy to a landlord on behalf of an eligible household. A comprehensive guide of eligible activities and costs to support the primary activity is found below.

4.1 Administration

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to a particular program. Up to 15 percent of total reimbursed costs over the course of the grant period may be used for administration. This limit must be reconciled before the end of the grant period.

Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program, they are considered administrative. Administrative costs may include, but are not limited to, the following:

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

All amounts billed to administration must be supported by actual costs, or portions of actual costs. These costs must be charged to grant cost centers by one of the following three methods:

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

4.2 Operations

Operations expenses are directly attributable to a particular program and include:

- ✓ Salaries and benefits for staff costs directly attributable to the program, including but not limited to program staff, information technology (IT) staff, human resources (HR) staff, bookkeeping staff, and accounting staff.
- ✓ Office space, utilities, supplies, equipment (up to \$1,500 per grant period unless approved in advance by Commerce), telephone, internet, and training/conferences/travel and per diem.
- ✓ Data collection and entry.

- ✓ Housing search and placement.

4.3 Housing Costs

Eligible housing costs must be paid directly to a third party on behalf of the household. Rent payments may not be made directly to the eligible household.

4.3.1 Securing Housing

- ✓ Costs for securing permanent housing including: application fees, background check fees, credit check fees, and other related costs for securing permanent housing.
- ✓ Rental arrears and associated late fees for up to three months. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing.
- ✓ Past evictions and associated fees that prevent the participant from obtaining housing may be paid in an amount up to \$3000.
- ✓ Up to three months of utility arrears and associated fees may be paid on behalf of the tenant if this enables the household to obtain or maintain permanent housing.

4.3.2 Move-In Costs

- ✓ Security deposits for households moving into new units.
- ✓ Utility deposits for a household moving into a new unit.
- ✓ Incentives paid to landlords
- ✓ First and Last Months' Rent

4.3.3 Rent and Associated Costs

- ✓ Monthly rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's rent may be included with the first month's payment.
- ✓ Utilities which are included in rent.
- ✓ Renter's insurance
- ✓ Costs of parking spaces when connected to a unit.

4.3.4 Other Housing Costs

- ✓ Utility payments for households also receiving rental assistance.
- ✓ Other costs as approved by Commerce.

4.3.5 Special Circumstances

- ✓ Master-lease: security deposit and monthly rent is allowable when an organization master-leases a unit, and then sub-leases the property to CBRA-eligible households. Tenants must have a sublease with the master lease holder.
- ✓ Funds may be used to provide hotel or motel housing for no more than 90 days when no suitable shelter bed is available while a permanent housing search is

conducted.*

- ✓ Funds may be used to pay for storage of personal belongings if there are no other suitable storage options available while a permanent housing search is conducted.
- ✓ Temporary absence: if a household must be temporarily away from the unit, but is expected to return (such as temporary incarceration, hospitalization, or residential treatment), grantees may pay for the household's rent for up to 60 days and charge the grant for eligible costs. Any temporary absence must be documented in the client file. Extensions to the 60 day limit must be approved by Commerce.

*Please note, short-term rental agreements and walk-through inspections are encouraged for hotel/motel stays if owners wish to access landlord reimbursement programs like the Landlord Mitigation Program.

4.4 Ineligible Expenses

- Cable television deposits or services.
- Mortgage assistance and utility assistance for homeowners.
- Security and janitorial (salaries and benefits associated with providing security, janitorial services).
- Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van).
- On-site and off-site management costs related to the building.
- Facility-specific insurance and accounting.
- Replacement or operating reserves.
- Debt service.
- Construction or rehabilitation of facilities.
- Mortgage payment for a facility.

5 Requirements for Providing Permanent Housing Subsidy (PHS)

Permanent Housing Subsidy (PHS) is a rental subsidy with no time limit for households with behavioral health conditions in need of long-term housing assistance. PHS includes the availability of support services and may be provided as a scattered-site or master-leased model.

PHS has the following characteristics:

- ✓ **Permanent Housing-** A lease or rental agreement between the landlord and tenant is required (see [5.7.1 Lease or Rental Agreement](#) for conditions of lease and rental agreements) and eligible households may stay in their housing indefinitely as long as they meet the basic obligations of tenancy as called out in the lease or rental agreement.
- ✓ **Permanent or Long-Term Eligibility-** Services and the housing subsidy are available permanently as long as the household remains eligible. If a household loses eligibility for a long-term supports program, they can retain their eligibility for PHS as long as they meet basic criteria (see [3.2.3 Determination of Income Eligibility at Recertification](#)).
- ✓ **Voluntary Support Services-** Support services are available to clients but participation is voluntary.

5.1 Referrals and Use of Coordinated Entry

Referrals for the CBRA program may come from a variety of sources. To support effective referrals for the priority population, grantees and program staff must actively create and maintain relationships and regularly coordinate with discharge planners at state psychiatric hospitals and community-based inpatient psychiatric treatment facilities to ensure priority populations are served.

To maintain referrals for individuals that may not fall into the priority population but are still eligible for the CBRA program, relationships should also be cultivated and maintained with community-based substance use and other treatment institutions, correctional institutions, the local coordinated entry system, and other providers that work with these populations.

The CBRA program is not required to participate in the local coordinated entry process but is encouraged to partner with their local coordinated entry organization for referrals and collaboration.

Grantees or their subgrantees must maintain policies and procedures around how referrals will be cultivated, accepted, and prioritized within their community. MOUs or other written documentation of referral partnerships are encouraged but not required.

For CBRA program prioritization requirements, see section [3.1 Priority Population](#)

5.2 Service Delivery

Commerce promotes evidence-based program delivery models that align with best practices for providing permanent supportive housing and permanent housing subsidy. The following requirements apply to grantees and subgrantees that deliver PHS.

5.2.1 Permanent Supportive Housing Core Elements

Grantees should adhere to the core elements of Permanent Supportive Housing, as applicable, when administering Permanent Housing Subsidy. For more information, visit the [Substance Abuse and Mental Health Services Administration \(SAMHSA\) Permanent Supportive Housing Evidence-Based Practices Kit](#).

5.2.2 Housing First

Programs must be operated in accordance with Housing First principles. For detail on Housing First, see the [National Alliance to End Homelessness's webpage](#) on the topic.

5.2.3 Voluntary Services

Grantees must not terminate or deny services to households based on a household's refusal to participate in supportive services. Supportive services are intensive services aimed at helping a person obtain and maintain housing. Supportive Housing providers work in partnership with various community entities to provide wrap around support, such as mental health services, alcohol and substance abuse services, long term care services, life skills or independent living skills services and vocational services. These services are not billable to CBRA, but are allowable expenses under the FCS program or other supportive services programs.

5.3 HMIS

All eligible clients and their household members served under this program must be entered into HMIS, in accordance with data entry and quality guidelines as issued by the Department of Commerce (See the most recent [HUD HMIS Data Standards](#)).

All grantees and subgrantees entering data into the HMIS system must sign and comply with the terms of the [Agency Partner HMIS Agreement](#) found on the Commerce [HMIS webpage](#).

5.3.1 Data Quality

Data quality is reviewed quarterly and will be scored annually. Grantees and subgrantees are required to provide quality data to the best of their ability. For more information on data quality requirements and expectations, see [Appendix E: Data Quality](#).

5.3.2 Consent for Entry of Personally Identifying Information

Clients whose identifying data are entered into HMIS may only be done by written consent of the client.

5.3.2.1 Identified Records

- ✓ Personally identifying information (PII)² must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of the *Client Release of Information and Informed Consent Form* in the client file. If electronic consent has been received, a copy does not need to be printed for the client file but must be available in HMIS. If telephonic consent has been received, note this on the consent form and then complete the consent form the first time the household is seen in person. See Agency Partner HMIS Agreement.

5.3.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one adult member does not provide informed consent for themselves or their dependents.
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation.
- ✓ Households in programs which are required by funders to report HIV/AIDS status.

5.3.2.3 Special Circumstances

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

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

5.4 Habitability

Grantees are responsible for documenting habitability for all housing units into which households will be moving, except where a household moves in with friends or family. Housing units must be documented as habitable prior to paying the rent subsidy and following a habitability complaint made by the tenant or a third party.

5.4.1 Allowable Methods for Unit Habitability Determination

Habitability can be documented by the Landlord Habitability Standards Certification Form or inspection. If the housing unit is provided to a different household within 12 months of documented habitability, an additional certification/inspection is not required. One of the following methods must be applied to each subsidized unit:

- The *CBRA Landlord Habitability Standards Certification Form* references the state

² PII includes name, social security number, birthdate, address, phone number, email, and photo.

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

OR

- Inspections: in lieu of (or in addition to) the above landlord certification, grantees may choose to inspect all or some housing units. Grantees may use the Commerce Housing Habitability Standards (HHS) form or the HUD Housing Quality Standards (HQS) Inspection form.

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

5.4.2 Habitability Recertification

Grantees must document recertification of habitability upon complaint of the habitability condition of the unit by the tenant or a third party. (see 5.4.1. Allowable Methods for Unit Habitability Determination). Documentation of habitability recertification must be kept in the client file.

5.4.3 Habitability Complaint Procedure

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

Each landlord must be informed in writing of the habitability complaint process and that subsidy payments to landlords may be terminated if landlords fail to resolve habitability issues according to the Washington State Landlord-Tenant Act ([RCW 59.18](#)).

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

- ✓ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format that includes follow-up and resolution.
- ✓ Actions that will be taken to ensure habitability is restored and steps that may lead to termination of payment to a landlord if they fail to restore habitability according to the Washington Landlord-Tenant Act ([RCW 59.18](#)).

5.5 Lead Based Paint Assessment

The grantee must ensure that a lead-based paint visual assessment is completed prior to payment of a permanent housing subsidy if a child under the age of six or pregnant woman resides in a unit constructed prior to 1978.

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

A visual assessment must be conducted upon request from the tenant. Visual assessments must be conducted by a HUD-Certified Visual Assessor and must be documented on the HQS Inspection Form or HHS Form and maintained in the client file.

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

5.5.1 Exceptions to the Lead-Based Paint Visual Assessment Requirement

Visual assessments are not required under the following circumstances:

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

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

5.6 Washington Residential Landlord-Tenant Act

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

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

5.7 Lease or Rental Agreements

A lease or rental agreement between the eligible household and the landlord must be executed at the time of payment of rental assistance. Leases or rental agreements must contain standard lease provisions as shown in 5.7.1 Lease or Rental Agreement.

The lease or rental agreement and any subsequent leases or rental agreements must be kept in the client file.

5.7.1 Lease or Rental Agreement

At a minimum, the lease or rental agreement between the landlord and the eligible household must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)

- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/term)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

5.8 Rent Limit

Grantees may pay rent amounts up to 120 percent of HUD's Fair Market Rent (FMR). The rent limit is the maximum rent that can be paid for a unit of a given size. Rent calculations must include the cost of utilities as detailed on utility allowance schedules established by the local Housing Authority.

Payment of rents in excess of 120 percent of FMR requires prior approval by Commerce.

5.9 Determining Rent Subsidy

Consistent with [HUD housing affordability standards](#), each household is responsible for contributing no more than 30 percent of their income to the cost of their housing³. Documentation of subsidy amount and subsidy determination process must be included in the client file.

If the household share creates a burden for the household, the household share may be waived or reduced, at the discretion of the grantee. The circumstances of the waiver must be documented in the client file.

Grantees should adjust household rent subsidy amount whenever there is a change in household circumstance, income, or need. Documentation of new subsidy determination process and subsidy amount must be included in the client file.

5.10 Additional Requirements

5.10.1 Grievance Procedure

Grantees must have a written grievance procedure for households seeking or receiving subsidies which includes the household's right to review decisions and present concerns to program staff not involved in the grievance.

This procedure must:

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

5.10.2 Termination and Denial of Service Policy

Grantees must have a termination and denial policy.

This policy must:

- ✓ Describe the reasons a household would be denied subsidies and/or terminated

³Cost of housing is equal to the tenant's share of the rent plus utilities including electricity, natural gas, propane (if needed for cooking or laundry), water, sewer, and garbage services the tenant must pay.

- from program participation.
- ✓ Describe the notification process.
- ✓ Ensure households are made aware of the grievance procedure.

5.10.3 Records Maintenance and Destruction

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

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

5.10.4 Prohibitions

- ✓ Lead/subgrantee may not require households to participate in a religious service as a condition of receiving program assistance.
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program.
- ✓ If a program serves households with children, the program must serve all family compositions.

5.10.5 Nondiscrimination

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

Grantees must comply with the Washington State Law against Discrimination, [RCW 49.60](#), as it now reads or as it may be amended. [RCW 49.60](#) currently prohibits discrimination or unfair practices because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability.

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

Local nondiscrimination laws may include additional protected classes.

6 Washington State Landlord Mitigation Law

Washington State's Landlord Mitigation Law ([RCW 43.31.605](#)) became effective on June 7, 2018 to provide landlords with an incentive and added security to work with tenants receiving rental assistance. The program offers up to \$1,000 to the landlord in reimbursement for some potentially required move-in upgrades, up to fourteen days' rent loss and up to \$5,000 in qualifying damages caused by a tenant during tenancy. A move in/move out condition report is required for a landlord to receive reimbursement. For more information, please visit the Commerce Landlord Mitigation Program [website](#).

7 Appendices

7.1 Appendix A: Required Policies and Procedures

Policies and Procedures

- ✓ Subcontracting policies and procedures (section 2.1.4)
- ✓ Referral policies and procedures (section 5.1)
- ✓ Habitability Complaint Procedure (section 5.4.3)
- ✓ Grievance Procedure (section 5.10.1)
- ✓ Termination or Denial of Service Policy (section 5.10.2)

7.2 Appendix B: Client File Information and Documentation

The following chart summarizes the information and documentation required in each client file. Other documentation may be required based on individual circumstances.

Forms marked with an asterisk (*) indicate a specific form required by CBRA to meet the documentation requirement. Required forms may be modified as long as all content is included.

Up-to-date versions of all required and recommended forms can be found on the Commerce Permanent Housing Subsidy [webpage](#).

Required Documentation	
✓	* CBRA Client File Checklist
✓	* HMIS Client Release of Information and Informed Consent Form signed by all adult household members (unless DV <u>OR</u> client refuses consent) (section 5.3.2)
✓	* CBRA Verification of Eligibility Checklist Form with applicable documentation attached (section 3.2.1)
✓	* CBRA Verification of Recertification with applicable documentation attached, <i>as needed</i> (section 3.2.4)
✓	CBRA Income Eligibility Worksheet , <i>as needed for recertification</i> (section 3.2.3)
✓	* Landlord Habitability Certification or *HHS or *HQS (section 5.4)
✓	Lead-based Paint Assessment, if applicable (section 5.4 , 5.5 , Appendix F)
✓	Executed Lease <u>or</u> Rental Agreement (section 5.7)
✓	Household Rent subsidy amount / Rent determination process (section 5.9)
Required Information	
✓	Dates and Circumstances of temporary absence to an institution (section 4.3.5)
Other Recommended Forms	
✓	CBRA Certification of Long-Term Housing Support Need (section 3.2.1.3)
✓	Move in/Move out condition report (section 6)

7.3 Appendix C: Approved Long-Term Supports Programs

The following is a list of long-term supports programs that can provide documentation of eligibility in order to meet Eligibility Criteria Two for the CBRA program.

Approved Long-Term Supports Programs	
✓	Foundational Community Supports
✓	Housing and Recovery through Peer Services
✓	Forensic HARPS
✓	Health Care Authority SUD only support services
✓	DSHS Aging and Long Term Supports Programs
✓	Other programs approved on a case-by-case basis*.

*All requests for another long-term supports program to meet eligibility criteria should be routed through your Commerce program manager.

7.4 Appendix D: Performance Requirements

7.4.1 Overview

Performance Measures help evaluate the effectiveness of the Permanent Housing Subsidy program.

The current contract period will serve to gather baseline data to inform the development of performance improvement requirements.

The Department of Commerce (Commerce) has identified the following as the most critical performance measures for Office of Supportive Housing Permanent Housing Subsidy programs:

- ✓ Prioritizing those exiting state psychiatric hospitals and community psychiatric inpatient beds.
- ✓ Increase Percent Exits to or Retention of Permanent Housing

7.4.2 Prioritization Requirements

Grantees must prioritize those exiting a state psychiatric hospital or a community inpatient psychiatric institution.

7.4.2.1 Measurement

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

1. Client Universe:

Any head of household or adult who entered into either the CBRA-PH or CBRA-Other project during the report period.

2. Count Priority Status:

Of the client universe, count those with a prior living situation (HMIS element 3.917):

- Psychiatric hospital or other psychiatric facility

3. Calculation:

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

Example:

In Community A, **20** households entered into the CBRA PHS Project during the report period.

Of those, **15** entered with living situations from the list above or came from a priority situation.

$$\text{Prioritization Percentage } 75\% = \frac{15 \text{ entered from a psychiatric facility}}{20 \text{ people entered}}$$

7.4.3 Housing Outcomes

Grantees must improve housing outcomes by increasing exits to or retention of permanent housing.

Acceptable housing outcomes are:

- ✓ Remaining in the Permanent Housing Subsidy program
- OR
- ✓ Exiting from the program to a permanent housing situation

7.4.3.1 Measurement

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

Data for the previous state fiscal year will serve as the baseline.

Step One: Client Universe

Select all people who were served in either the CBRA-PH or CBRA-Other project and all people who exited either the CBRA PH or CBRA Other project during the reporting period.

Remove from client universe any person active or exited that did not move into housing, as indicated by a null housing move-in date, or a housing move-in date which occurs after the report end date. Note: Housing move-in date is only collected for the head of household, which effectively makes this a measure of households rather than all people.

Of the remaining client universe, remove any person who exited with a destination:

- Foster care home or foster care group home,
- Hospital or other residential non-psychiatric medical facility,
- Long-term care facility or nursing home, or
- Deceased

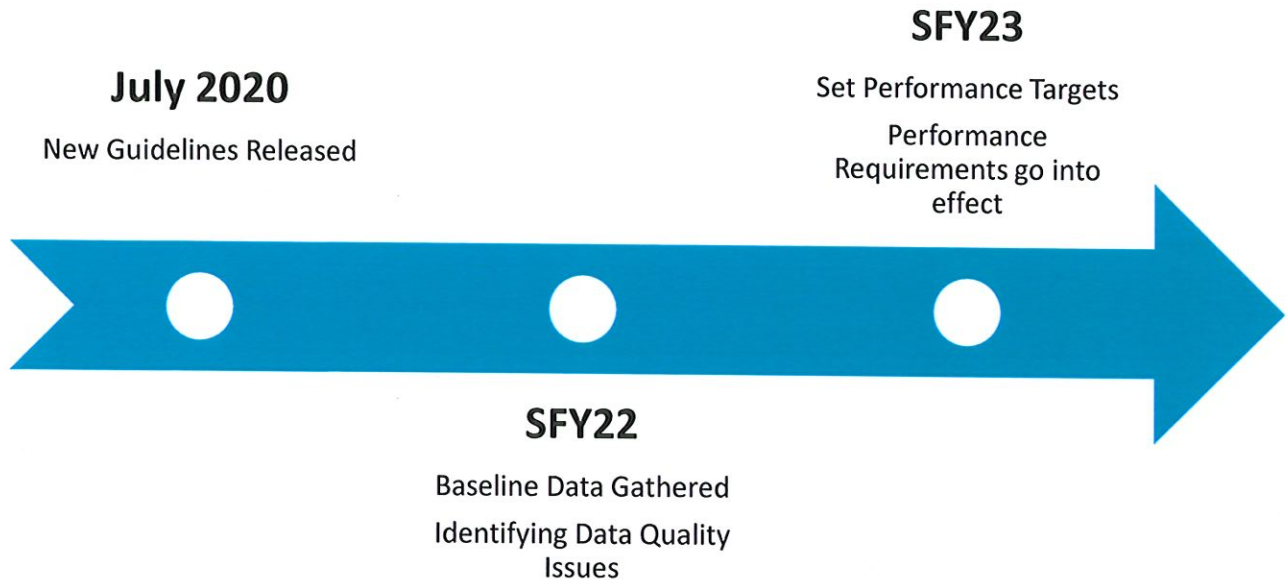
Step Two: Count Exits to or Retention of Permanent Housing

Of the client universe, count those who remained in PSH AND count those with destination categorized as permanent.

Step Three: Calculation

Divide the total from step two by the total from step one (client universe) to calculate the percent of people who exited to or retained permanent housing.

7.4.4 Instituting Performance Requirements: The Process



In **July 2020**, the CBRA guidelines are released to both CBRA and HARPS LTS grantees.

During **SFY21** (July 2020-June 2021), Commerce will work with grantees to provide HMIS set-up, technical assistance and training.

In **SFY22**, Commerce will work with grantees to identify any data quality issues and to gather baseline data for setting future performance targets. Grantees should focus on data quality and aligning the project with performance requirements.

In **SFY23** (July 2021-June 2022), Performance targets will be set and the performance requirements set in Appendix E: Performance Requirements will go into effect. Grantees should be comfortable reviewing performance data on a regular basis and identifying barriers to successfully reaching performance targets.

7.5 Appendix E: Data Quality

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

7.5.1 Completeness

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

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

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

Examples of incomplete entries:

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

Expected completeness measures for project types:

Expected Completeness Measures	
Data Element	All other Housing Project Types
Name*	95%
Date of Birth*	95%
Race*	95%
Ethnicity*	95%
Prior Living Situation	100%
Destination	95%
Domestic Violence	95%
Fleeing Domestic Violence	95%

*Only measured for consenting clients.

7.5.2 Timeliness

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

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

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

7.5.3 Accuracy

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

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

Examples of data accuracy:

Elements of Data Accuracy	
Date of Birth and Project Start Date	Ensure the two are not the same dates
Prior Living Situation data elements	Ensure responses for Prior living situation, Length of stay in prior living situation, Approximate date homelessness started, Number of times the client has experienced homelessness in the last 3 years, and Number of months experiencing homelessness in the last 3 years do not conflict with each other.
Disabling Condition	Ensure the Yes/No answer does not conflict with the specific types of disabling conditions.
Health Insurance	Ensure the Yes/No answer does not conflict with the specific types of health insurance.
Monthly Income	Ensure the Yes/No answer does not conflict with the specific sources of monthly income.
Non-Cash Benefits	Ensure the Yes/No answer does not conflict with the specific sources of non-cash benefits.
Domestic Violence Victim/Survivor	Ensure congruency among the three different data elements specific to domestic violence.
Relationship to Head of Household	Ensure there is only one Head of Household for any given household (including clients served individually) and that this element is entered and accurate for all household members.
Veteran Status	Ensure individuals under 18 years of age are not identified as veterans.

Project Population Specifics	Ensure that projects only serving individuals only enroll individuals and not multi-person households. Ensure that projects only serving families with children only enroll families with children. Ensure that projects only serving clients of a specific age range only enroll clients of that age range.
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7.5.4 Consistency

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

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

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

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

7.6 Appendix F: Lead-Based Paint Visual Assessment Requirements

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

Disclosure Requirements

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

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

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

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

Determining the Age of the Unit

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

- ✓ “property tax records”
- ✓ “property tax database”
- ✓ “real property sales”

Conducting a Visual Assessment

Visual assessments are required when:

- ✓ The leased property was constructed before 1978;
AND
- ✓ A child under the age of six or a pregnant woman will be living in the unit occupied by the household receiving CBRA rent assistance.

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

Anyone may become a HUD-Certified Visual Assessor by successfully completing a 20-minute online training on HUD’s website at:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>

If a visual assessment reveals problems with paint surfaces, Grantees cannot approve the unit for CBRA assistance until the deteriorating paint has been repaired. Grantees may wait until the repairs are completed or work with the household to locate a

different (lead-safe) unit.

Locating a Certified Lead Professional and Further Training

To locate a certified lead professional in your area:

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

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

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

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

8 Appendix G: Acceptable Documentation for Income Certification

Grantees must attempt to document income using the preferred documentation method. However, for some types of income, a written or verbal statement from a third party or self-attestation are allowable as long as all attempts to collect the preferred documentation have been exhausted. Please note the following guidance when using one of these methods.

Written Statement: Types of income for which written verification is allowable are indicated in the table below with an **X** in the box marked "Written Verification." A written statement must be from a third party responsible for documenting this type of income information (example: wages and salaries could be documented by a written statement from an employer). The statement should also include the following:

- ✓ Date of statement,
- ✓ Name of client,
- ✓ Name of company or organization,
- ✓ Name of individual writing the statement,
- ✓ Wages or income amount,
- ✓ Hour worked per week (if applicable).

Verbal Statement: Types of income for which verbal verification is allowable are indicated in the table below with an **X** in the box marked "Verbal Verification." A verbal statement must be collected from a third party responsible for documenting this type of income information (example: TANF/Public assistance could be collected via verbal statement from DSHS). A verbal statement must be documented by a written attestation from a case manager or staff person responsible for collecting the statement. The staff person should record the following:

- ✓ Date of statement,
- ✓ Name of client,
- ✓ Name of company or organization,
- ✓ Name of individual writing the statement,
- ✓ Wages or income amount,
- ✓ Hour worked per week (if applicable).

Self-Attestation: Types of income for which self-attestation is allowable are indicated in the table below with an **X** in the box named "Self-Attestation." Self-attestation should be used only when all other attempts at collecting other forms of documentation have been exhausted. Self-attestation is documented as a signed and dated written statement by the client that includes:

- ✓ Sources of income
- ✓ Income amount
- ✓ Frequency of income

A case manager or staff person must also provide a written statement documenting attempts to obtain other forms of verification and justification for using the self-attestation method.

Type of Income	Preferred Documentation	If preferred documentation is not available, the following are acceptable forms of documentation:		
		Written Verification	Verbal Verification	Self-Attestation
No Income		X	X	X
Wages and Salary Income	Copy of most recent pay stub(s).	X		
Self-Employment and Business Income	Copy of most recent federal and state tax return, profit and loss report from applicant's accounting system, or bank statement.	X		X
Interest and Dividend Income	Copy of most recent interest or dividend income statement OR most recent federal and state tax return.	X		
Pension/Retirement Income	Copy of most recent payment statement, benefit notice from Social Security, pension provider or other source.	X	X	
Unemployment and Disability Income	Copy of most recent payment statement or benefit notice	X	X	
TANF/Public Assistance	Copy of most recent payment statement, benefit notice, or Department of Social and Health Services (DSHS) Benefits Verification System (BVS).	X	X	
Alimony, Child Support, Foster Care Payments	Copy of most recent payment statement, notices, or orders.	X	X	X
Armed Forces Income	Copy of pay stubs, payment statement, or other government issued statement indicating income amount.	X	X	
Student Financial Aid	Copy of student financial assistance award letter or other educational institution issued statement indicating amounts.	X	X	

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT – H DATA USE, SECURITY, HIPAA AND CONFIDENTIALITY

1 Definitions

The definitions below apply to this Exhibit:

- 1.1 **“Authorized User”** means an Individual or Individuals with an authorized business need to access HCA’s Confidential Information under this Contract.
- 1.2 **“Breach”** means the unauthorized acquisition, access, use, or disclosure of Data shared under this Contract that compromises the security, confidentiality or integrity of the Data.
- 1.3 **“Business Associate”** means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of GCBH, a Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this DSA includes Business Associate’s employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- 1.4 **“Business Associate Agreement”** means the HIPAA Compliance section of this Exhibit and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- 1.5 **“Covered Entity”** means GCBH, which is a Covered Entity as defined in 45 C.F.R. § 160.103, in its conduct of covered functions by tis health care components.
- 1.6 **“Data”** means the information that is disclosed or exchanged as described by this Contract. For purposes of this Exhibit, Data means the same as “Confidential Information.”
- 1.7 **“Designated Record Set”** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 1.8 **“Disclosure”** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.
- 1.9 **“Electronic Protected Health Information (ePHI)”** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

- 1.10 **“Hardened Password”** after July 1, 2019 means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
- 1.10.1 Passwords for external authentication must be a minimum of 10 characters long.
 - 1.10.2 Passwords for internal authentication must be a minimum of 8 characters long.
 - 1.10.3 Passwords used for system service or service accounts must be a minimum of 20 characters long.
- 1.11 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, together with its implementing regulations, including the Privacy Rule, Breach Notification Rule, and Security Rule. The Privacy Rule is located at 45 C.F.R. Part 160 and Subparts A and E of 45 C.F.R. Part 164. The Breach Notification Rule is located in Subpart D of 45 C.F.R. Part 164. The Security Rule is located in 45 C.F.R. Part 160 and Subparts A and C of 45 C.F.R. Part 164.
- 1.12 **“HIPAA Rules”** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
- 1.13 **“Medicare Data Use Requirements”** refers to the four documents attached and incorporated into this Exhibit as Schedules 1, 2, 3, and 4 that set out the terms and conditions Contractor must agree to for the access to and use of Medicare Data for the Individuals who are dually eligible in the Medicare and Medicaid programs.
- 1.14 **“Minimum Necessary”** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.15 **“Portable/Removable Media”** means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- 1.16 **“Portable/Removable Devices”** means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC’s, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- 1.17 **“PRISM”** means the DSHS secure, web-based clinical decision support tool that shows administrative data for each Medicaid Client and is organized to identify care coordination opportunities.

- 1.18 **“Protected Health Information”** or “PHI” has the same meaning as in HIPAA except that it in this Contract the term includes information only relating to Individuals.
- 1.19 **“ProviderOne”** means the Medicaid Management Information System, which is the State’s Medicaid payment system managed by HCA.
- 1.20 **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.21 **“Tracking”** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 1.22 **“Transmitting”** means the transferring of data electronically, such as via email, SFTP, web-services, AWS Snowball, etc.
- 1.23 **“Transport”** means the movement of Confidential Information from one entity to another, or within an entity, that: places the Confidential Information outside of a Secured Area or system (such as a local area network); and is accomplished other than via a Trusted System.
- 1.24 **“Trusted System(s)”** means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- 1.25 **“U.S.C.”** means the United States Code. All references in this Exhibit to U.S.C. chapters or sections will include any successor, amended, or replacement statute. The U.S.C. may be accessed at <http://uscode.house.gov/>
- 1.26 **“Unique User ID”** means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
- 1.27 **“Use”** includes the sharing, employment, application, utilization, examination, or analysis, of Data.

2 Data Classification

- 2.1 The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. (See Section 4 of this Exhibit, Data Security, of Securing IT Assets Standards No. 141.10 in the State Technology Manual at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.)

The Data that is the subject of this Contract is classified as Category 4 – Confidential Information Requiring Special Handling. Category 4 Data is information that is specifically protected from disclosure and for which:

- 2.1.1 Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;
- 2.1.2 Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3 Constraints on Use of Data

- 3.1 This Contract does not constitute a release of the Data for the Contractor's discretionary use. Contractor must use the Data received or accessed under this Contract only to carry out the purpose of this Contract. Any ad hoc analyses or other use or reporting of the Data is not permitted without GCBH's prior written consent.
- 3.1.1 Data shared under this DSA includes data protected by 42 C.F.R. Part 2. In accordance with 42 C.F.R. § 2.32, this Data has been disclosed from records protected by federal confidentiality rules (42 C.F.R. Part 2). The federal rules prohibit Receiving Party from making any further disclosure of the Data that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the Individual whose information is being disclosed or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (42 C.F.R. § 2.31). The federal rules restrict any use of the SUD Data to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at 42 C.F.R. § 2.12(c)(5) and § 2.65.
- 3.2 Any disclosure of Data contrary to this Contract is unauthorized and is subject to penalties identified in law.
- 3.3 The Contractor must comply with the *Minimum Necessary Standard*, which means that Contractor will use the least amount of PHI necessary to accomplish the Purpose of this Contract.

- 3.3.1 Contractor must identify:
 - 3.3.2 Those persons or classes of persons in its workforce who need access to PHI to carry out their duties; and
 - 3.3.3 For each such person or class of persons, the category or categories of PHI to which access is needed and any conditions appropriate to such access.
 - 3.3.4 Contractor must implement policies and procedures that limit the PHI disclosed to such persons or classes of persons to the amount reasonably necessary to achieve the purpose of the disclosure, in accordance with this Contract.
 - 3.3.5 **Access via remote terminal/workstation.** Data accessed and used interactively over the Internet. Access to the data will be controlled by GCBH staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify GCBH IS staff on the same day an authorized person in possession of such credentials is terminated or otherwise leaves the employment of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this Agreement.
- 3.4 For all Data, including claims data, shared outside of Contractor's system for research or data analytics not conducted on behalf of GCBH, Contractor must provide GCBH with 30 calendar days' advance notice and opportunity for review and advisement to ensure alignment and coordination between Contractor and GCBH data governance initiatives. Contractor will provide notice to karenr@gcbh.org and jenniferd@gcbh.org Notice will include:
- 3.4.1 The party/ies the Data will be shared with;
 - 3.4.2 The purpose of the sharing; and
 - 3.4.3 A description of the types of Data involved, including specific data elements to be shared.
- 3.5 Contractor must provide a monthly report of all Data regarding Enrollees, including claims data, shared with external entities, including but not limited to Subcontractors and researchers, to GCBH.

4 Security of Data

4.1 Data Protection

4.1.1 The Contractor must protect and maintain all Confidential Information gained by reason of this Contract, information that is defined as confidential under state or federal law or regulation, or Data that GCBH has identified as confidential, against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

4.1.1.1 Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

4.1.1.2 Physically securing any computers, documents, or other media containing the Confidential Information.

4.2 Data Security Standards

4.2.1 Contractor must comply with the Data Security Requirements set out in this section and the Washington OCIO Security Standard, 141.10, which will include any successor, amended, or replacement regulation (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>.) The Security Standard 141.10 is hereby incorporated by reference into this Contract.

4.2.2 Data Transmitting

4.2.2.1 When transmitting Data electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.

4.2.2.2 When transmitting Data via paper documents, the Contractor must use a Trusted System.

4.2.3 Protection of Data. The Contractor agrees to store and protect Data as described.

4.2.3.1 Data at Rest:

4.2.3.1.1 Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems that contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

4.2.3.2 Data stored on Portable/Removable Media or Devices

4.2.3.2.1 Confidential Information provided by GCBH on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.

4.2.3.2.2 GCBH's Data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within the Contract. If so authorized, the Contractor must protect the Data by:

4.2.3.2.2.1 Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;

4.2.3.2.2.2 Controlling access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;

4.2.3.2.2.3 Keeping devices in locked storage when not in use;

- 4.2.3.2.2.4 Using check-in/check-out procedures when devices are shared;
- 4.2.3.2.2.5 Maintaining an inventory of devices; and
- 4.2.3.2.2.6 Ensuring that when being transported outside of a Secured Area, all devices containing Data are under the physical control of an Authorized User.

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

4.2.4 Data Segregation

4.2.4.1 GCBH Data received under GCBH must be segregated or otherwise distinguishable from non-GCBH of GCBH's Data can be identified for return or destruction. It also aids in determining whether GCBH's Data has or may have been compromised in the event of a security breach.

GCBH's Data must be kept in one of the following ways:

- 4.2.4.1.1 On media (e.g. hard disk, optical disc, tape, etc.) which contains only GCBH Data;
- 4.2.4.1.2 In a logical container on electronic media, such as a partition or folder dedicated to GCBH's Data;
- 4.2.4.1.3 In a database that contains only GCBH Data;
- 4.2.4.1.4 Within a database – GCBH data must be distinguishable from non-GCBH Data by the value of a specific field or fields within database records;
- 4.2.4.1.5 Physically segregated from non-GCBH Data in a drawer, folder, or other container when stored as physical paper documents.

4.2.4.2 When it is not feasible or practical to segregate GCBH's Data from non-GCBH data, both GCBH's Data and the non-GCBH data with which it is commingled must be protected as described in this Exhibit.

4.3 Data Disposition

4.3.1 Upon request by GCBH, at the end of the Contract term, or when no longer needed, Confidential Information/Data must be returned to GCBH or disposed of as set out below, except as required to be maintained for compliance or accounting purposes.

4.3.2 Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

4.3.3 For Data stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4.2.3, above. Destruction of the Data as outlined in this section of this Exhibit may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

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

5 Data Confidentiality and Non-Disclosure

5.1 Data Confidentiality.

5.1.1 The Contractor will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with the purpose of this Contract, except:

5.1.1.1 as provided by law; or

5.1.1.2 with the prior written consent of the person or personal representative of the person who is the subject of the Confidential Information.

5.2 Non-Disclosure of Data

5.2.1 The Contractor will ensure that all employees or Subcontractors who will have access to the Data described in this Contract (including both employees who will use the Data and IT support staff) are instructed and aware of the use restrictions and protection requirements of this Exhibit before gaining access to the Data identified herein. The Contractor will ensure that any new employee is made aware of the use restrictions and protection requirements of this Exhibit before they gain access to the Data.

5.2.2 The Contractor will ensure that each employee or Subcontractor who will access the Data signs a non-disclosure of confidential information agreement regarding confidentiality and non-disclosure requirements of Data under this Contract. The Contractor must retain the signed copy of employee non-disclosure agreement in each employee's personnel file for a minimum of six years from the date the employee's access to the Data ends. The Contractor will make this documentation available to GCBH upon request.

5.3 Penalties for Unauthorized Disclosure of Data

5.3.1 The Contractor must comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information and PHI. Violation of these laws may result in criminal or civil penalties or fines.

5.3.2 The Contractor accepts full responsibility and liability for any noncompliance with applicable laws or this Contract by itself, its employees, and its Subcontractors.

6 Data Shared with Subcontractors

If Data access is to be provided to a Subcontractor under this Contract, the Contractor must include all of the Data security terms, conditions and requirements set forth in this Exhibit in any such Subcontract. However, no subcontract will terminate the Contractor's legal responsibility to GCBH for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor.

7 Data Breach Notification

- 7.1 The Breach or potential compromise of Data must be reported to the GCBH HIPAA Privacy and Security Officer at codyn@gcbh.org and to the BH-ASO Contract Manager at karenr@gcbh.org and jenniferd@gcbh.org within five (5) business days of discovery. If the Contractor does not have full details, it will report what information it has, and provide full details within fifteen (15) business days of discovery. To the extent possible, these reports must include the following:
- 7.1.1 The identification of each non-Medicaid Individual whose PHI has been or may have been improperly accessed, acquired, used, or disclosed;
 - 7.1.2 The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
 - 7.1.3 A description of the types of PHI involved;
 - 7.1.4 The investigative and remedial actions the Contractor or its Subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
 - 7.1.5 Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been used or disclosed and the steps those Individuals should take to protect themselves; and
 - 7.1.6 Any other information GCBH reasonably requests.
- 7.2 The Contractor must take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or GCBH including but not limited to 45 C.F.R. Part 164, Subpart D; RCW 42.56.590; RCW 19.255.010; or WAC 284-04-625.
- 7.3 The Contractor must notify GCBH in writing, as described above, within two (2) business days of determining notification must be sent to non-Medicaid Individuals.
- 7.4 At GCBH's request, the Contractor will provide draft Individual notification to GCBH at least five (5) business days prior to notification, and allow GCBH an opportunity to review and comment on the notifications.

- 7.5 At HCA's request, the Contractor will coordinate its investigation and notifications with GCBH and the Office of the state of Washington Chief Information Officer (OCIO), as applicable.

8 HIPAA Compliance

This section of the Exhibit is the Business Associate Agreement (BAA) required by HIPAA. The Contractor is a "Business Associate" of HCA as defined in the HIPAA Rules.

- 8.1 HIPAA Point of Contact. The point of contact for the Contractor for all required HIPAA-related reporting and notification communications from this Section and all required Data Breach Notification from Section 8, is:

Greater Columbia Behavior Health, LLC BH-ASO
Cody Nesbitt
101 N. Edison St
Kennewick, WA 99336
Telephone: (509) 737-2454
Email: codyn@gcbh.org

- 8.2 Contractor must perform all Contract duties, activities, and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office for Civil Rights, as applicable.

- 8.2.1 Annual attestation for staff training is required and must be submitted to GCBH by Jan 31st.

- 8.3 Use and Disclosure of PHI. Contractor is limited to the following permitted and required uses or disclosures of PHI:
- 8.3.1 Duty to Protect PHI. Contractor must protect PHI from, and will use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for the Protection of Electronic Protect Health Information, with respect to ePHI, to prevent unauthorized Use or disclosure of PHI for as long as the PHI is within Contractor's possession and control, even after the termination or expiration of this Contract.
 - 8.3.2 Minimum Necessary Standard. Contractor will apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contractor. See 45 C.F.R. § 164.514(d)(2) through (d)(5).
 - 8.3.3 Disclosure as Part of the Provision of Services. Contractor will only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and will not Use or disclose such PHI in any manner that would violate Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, if done by Covered Entity, except for the specific Uses and disclosures set forth below.
 - 8.3.4 Use for Proper Management and Administration. Contractor may Use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
 - 8.3.5 Disclosure for Proper Management and Administration. Contractor may disclosure PHI for the proper management and administration of Contractor, subject to GCBH approval, or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - 8.3.6 Impermissible Use or Disclosure of PHI. Contractor must report to the HIPAA Point of Contact, in writing, all Uses or disclosures of PHI not provided for by this Contract within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 C.F.R. § 164.410, Notification by a Business Associate, as well as any Security Incident of which Contractor becomes aware. Upon request by GCBH, Contractor will mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

- 8.3.7 Failure to Cure. If GCBH learns of a pattern or practice of the Contractor that constitutes a violation of Contractor's obligations under the term of this Exhibit and reasonable steps by the Contractor do not end the violation, GCBH may terminate this Contract, if feasible. In addition, if Contractor learns of a pattern or practice of its Subcontractor(s) that constitutes a violation of Contractor's obligations under the terms of their contract and reasonable steps by the Contractor do not end the violation, Contractor must terminate the Subcontract, if feasible.
- 8.3.8 Termination for Cause. Contractor authorizes immediate termination of this Contract by GCBH, if GCBH determines Contractor has violated a material term of this Business Associate Agreement. GCBH may, at its sole option, offer Contractor an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- 8.3.9 Consent to Audit. Contractor must give reasonable access to PHI, its internal practices, records, books, documents, electronic data, and/or all other business information received from, or created, received by Contractor on behalf of GCBH, to the Secretary of the United States Department of Health and Human Services (DHHS) and/or to HCA for use in determining compliance with HIPAA privacy requirements.
- 8.3.10 Obligations of Business Associate upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from GCBH, or created, maintained, or received by Contractor, or any Subcontractors, on behalf of GCBH, Contractor must:
- 8.3.10.1 Retain only that PHI which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
 - 8.3.10.2 Return to GCBH or destroy the remaining PHI that the Contractor or any Subcontractors still maintain in any form;
 - 8.3.10.3 Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164, Security Standards for Protection of Electronic Protected Health Information, with respect to ePHI to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Contractor or any Subcontractor retains PHI;
 - 8.3.10.4 Not Use or disclose the PHI retained by Contractor or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 9.3, Use and Disclosure of PHI, that applied prior to termination; and

- 8.3.10.5 Return to GCBH or destroy the PHI retained by Contractor, or any Subcontractors, when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.
 - 8.3.11 Survival. The obligations of Contractor under this Section will survive the termination or expiration of the Contract.
- 8.4 Individual Rights.
 - 8.4.1 Accounting of Disclosures.
 - 8.4.1.1 Contractor will document all disclosures, except those disclosures that are exempt under 45 C.F.R. § 164.528, of PHI and information related to such disclosures.
 - 8.4.1.2 Within ten (10) business days of a request from GCBH, Contractor will make available to GCBH the information in Contractor's possession that is necessary for GCBH to respond in a timely manner to a request for an accounting of disclosures of PHI by the Contractor. See 45 C.F.R. §§ 164.504(e)(2)(ii)(G) and 164.528(b)(1).
 - 8.4.1.3 At the request of GCBH or in response to a request made directly to the Contractor by an Individual, Contractor will respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
 - 8.4.1.4 Contractor record keeping procedures will be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.
 - 8.4.2 Access.
 - 8.4.2.1 Contractor will make available PHI that it holds that is part of a Designated Record Set when requested by GCBH or the Individual as necessary to satisfy GCBH's obligations under 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information.
 - 8.4.2.2 When the request is made by the Individual to the Contractor or if GCBH ask the Contractor to respond to a request, the Contractor must comply with requirements in 45 C.F.R. § 164.524, Access of Individuals to Protected Health Information, on form, time and manner of access. When the request is made by GCBH, the Contractor will provide the records to GCBH within ten (10) business days.
 - 8.4.3 Amendment.

- 8.4.3.1 If GCBH amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and GCBH has previously provided the PHI or record that is the subject of the amendment to Contractor, then GCBH will inform Contractor of the amendment pursuant to 45 C.F.R. § 164.526(c)(3), Amendment of Protected Health Information.
 - 8.4.3.2 Contractor will make any amendments to PHI in a Designated Record Set as directed by GCBH or as necessary to satisfy GCBH's obligations under 45 C.F.R. § 164.526, Amendment of Protected Health Information.
- 8.5 Subcontracts and other Third Party Agreements. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Contractor must ensure that any agents, Subcontractors, independent contractors, or other third parties that create, receive, maintain, or transmit PHI on Contractor's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Contractor's Subcontractor with its own business associates as required by 45 C.F.R. §§ 164.314(a)(2)(b) and 164.504(e)(5).
- 8.6 Obligations. To the extent the Contractor is to carry out one or more of GCBH's obligation(s) under Subpart E of 45 C.F.R. Part 164, Privacy of Individually Identifiable Health Information, Contractor must comply with all requirements that would apply to GCBH in the performance of such obligation(s).
- 8.7 Liability. Within ten (10) business days, Contractor must notify the HIPAA Point of Contact of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform GCBH of the outcome of that action. Contractor bears all responsibility for any penalties, fines or sanctions imposed against the Contractor for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 8.8 Miscellaneous Provisions.
 - 8.8.1 Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
 - 8.8.2 Interpretation. Any ambiguity in this Exhibit will be interpreted to permit compliance with the HIPAA Rules.

9 Inspection

- 9.1 GCBH reserves the right to monitor, audit, or investigate the use of Personal Information and PHI of Individuals collected, used, or acquired by Contractor during the terms of this Contract. All GCBH representatives conducting onsite

audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.

10 Indemnification

10.1 The Contractor must indemnify and hold GCBH and its employees harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of Individuals.

11. TERMS AND CONDITIONS

11.1 All additional terms and conditions as outlined in the Agreement are incorporated as though fully set forth herein.

BEHAVIORAL HEALTH SERVICES AGREEMENT

EXHIBIT - R QUALIFIED SERVICE ORGANIZATION/BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization/Business Associate Agreement (QSO/BAA) is entered into by and between Greater Columbia Behavioral Health (GCBH) (Covered Entity or Business Associate) and the Contractor (Covered Entity or Business Associate), each a Party to the Agreement whereby GCBH agrees to provide Contractor access to the GCBH Provider Portal, CIS system, Raintree system, and authorization system and Contractor agrees to provide necessary data for the purposes of training and/or testing in preparation for the integration of behavioral health services as well as any information needed for the provision and/or payment of behavioral health services under this Agreement.

WHEREAS, the Parties have engaged or intend to engage in one or more Agreements which may require the Use of discloser of PHI in performance of services described in such Agreement(s) on behalf of the Covered Entity;

WHEREAS, each Party shall serve the role of Covered Entity when disclosing protected health information and the role of Business Associate when receiving protected health information;

WHEREAS, the Parties are committed to complying with 42 FCR Part 2, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) and any regulations promulgated thereunder; and

WHEREAS, this QSO/BAA, in conjunction with 42 CFR Part 2 and HIPAA Rules, sets forth the terms and conditions pursuant to which protected health information (in any format) that is created, received, maintained or transmitted by, the Business Associate from or on behalf of the Covered Entity, will be handled between the Business Associate and the Covered Entity and with third parties during the term of the Agreement(s) and after it termination.

NOW THEREFORE, the Parties agree as follows:

1. **Definitions.** Unless otherwise provided for in the QSO/BAA, terms used in this WSOS/BAA shall have the same meanings as set forth in 42 CFR Part 2 and HIPAA Rules including, but not limited to the following: "Availability", "Confidentiality", "Data Aggregation", "Designated Record Set", "Health Care Operations", "Integrity", "Minimum Necessary", "Notice of Privacy Practices", "Required by Law", "Secretary", and "Subcontract". Specific definitions are as follows:
 - 1.1 **Business Associate**, as used in this Agreement, means the "Contractor" and generally has the same meaning as the term "business associate" in 45 CFR 160.103. Any reference to Business Associate in this Agreement includes the Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
 - 1.2 **Business Associate Agreement** means this Agreement and includes the Business Associate provisions required by the U.S. department of

Health and Human Services, Office for Civil Rights.

- 1.3 **Breach** means the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- 1.4 **Covered Entity** means GCBH, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- 1.5 **Designated Record Set** means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- 1.6 **Electronic Protected Health Information (EPHI)** means Protect Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- 1.7 **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- 1.8 **HIPAA Rules** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- 1.9 **Individual(s)** means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.10 **Minimum Necessary** means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- 1.11 **Protected Health Information (PHI)** means Individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual (45 CFR 160.103). PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual (45 CFR 160.103). PHI is information transmitted or held in any form or medium and includes EPHI (45 CFR 160.103). PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

- 1.12 **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.13 **Subcontractor** means a Business Associate that creates, received, maintains, or transmits Protect Health Information on behalf of another Business Associate. Use includes the sharing, employment, application, utilization, examination, or analysis, or PHI within an entity that maintains such information.
- 1.14 **Term.** The term of this QSO/BAA shall coincide with the term of this Program Agreement it is attached to, or on the date either Party terminates for cause as defined below.
- 1.15 **Effect.** This QSO/BAA supersedes any prior QSO/BAA between the Parties and those portions of any Agreement between the Parties that involve the discloser of PHI by the Covered Entity to the Business Associate. To the extent any conflict or inconsistency between this QSO/BAA and the terms and conditions of any Agreements exists, the terms of this QSO/BAA shall prevail.
- 1.16 **Compliance.** Business Associate shall perform all Agreement duties, activities and tasks in compliance with 423 CFR Part 2, HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 1.17 **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- 1.17.1 **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use of disclosure of PHI other than as provided for in this Agreement or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Agreement.
- 1.17.2 The Parties acknowledge that in receiving transmitting, transporting, storing, processing or otherwise dealing with any information received from the other Party identifying or otherwise relating to the patients of the Contractor, it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and HIPAA 45 CFR Parts 142, 160, 162 and 164.
- 1.17.3 **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary Standard to any Use or disclosure of PHI necessary to achieve the purposes of this Agreement. See 45 CFR 164.514 (d)(2) through (d)(5).

- 1.17.4 Disclosure as Part of the Provision of Services. Business Associate shall only use or disclose PHI as necessary to perform the services specified in this Agreement or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually identifiable health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- 1.17.5 Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 1.17.6 Discloser for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- 1.17.7 Impermissible Use or Disclosure of PHI. Business Associate shall report to GCBH in writing all Uses or disclosures of PHI not provided for by this Agreement within five (5) business days of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required by 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by GCBH, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- 1.17.8 Failure to Cure. If either party learns of a pattern or practice of the other Party that constitutes a violation of the Business Associate's obligations under the terms of this Agreement and reasonable steps by the Party do not end the violation either Party may terminate this Agreement, if feasible. In addition, if Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their Agreement and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- 1.17.9 Termination for Cause. Either Party may authorize immediate termination of this Agreement if either Party determines that the other Party has violated a material term of this QSO/BAA. Either

Party may, at its sole discretion, offer the other Party an opportunity to cure a violation of this QSO/BAA before exercising a termination for cause.

1.17.10 Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, record, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of GCBH, DSHS, to the Secretary of DHHS, to DSHS and HCA for use in determining compliance with HIPAA privacy requirements.

1.2 Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, with respect to PHI received from GCBH, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of GCBH, Business Associate shall:

1.2.1 Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

1.2.2 return to GCBH or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

1.2.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Agreement, for as long as Business Associate or any Subcontractors retain the PHI;

1.2.4 Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Agreement which applied prior to termination; and

1.2.5 Return to GCBH or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

1.3 **Survival.** The obligations of the Business Associate under section 5.10 shall survive the termination or expiration of this Agreement and shall remain in force as long as the Business Associate stores or maintains PHI in any form or format (including archival data). Termination of the QSO/BAA shall not affect any of the provisions of this QSO/BAA, by working or nature, are intended to remain effective and to continue in operation.

2. Individual Rights

2.1 Accounting of Disclosures.

- 2.1.1 Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- 2.1.2 Within ten (10) business days of a request from GCBH, Business Associate shall make available to GCBH the information in Business Associate's possession that is necessary for GCBH to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(2)(ii)(G) and 164.528(b)(1).
- 2.1.3 At the request of GCBH or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- 2.1.4 Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the ten (10) years prior to the date on which the accounting was requested.

2.2 Access.

- 2.2.1 Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by GCBH or the Individual as necessary to satisfy GCBH's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- 2.2.2 When the request is made by the Individual to the Business Associate or if GCBH asks the Business Associate to respond to the request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by GCBH, the Business Associate shall provide the records to GCBH with ten (10) business days.

- 2.3 Amendment. Either Party may amend this QSO/BAA to maintain consistency and/or compliance with any State or Federal law, policy, directive, regulation or government sponsored program requirement, upon forty-five (45) business days' notice to the other Party unless a shorter timeframe is necessary for compliance. Either Party may otherwise materially amend this QSO/BAA only after forty-five (45) business days' prior written notice to the other Party and only if mutually agreed to by the parties as evidenced by the amendment being executed by each party hereto. If the Parties fail to execute a mutually agreeable amendment within forty-five (45) days of the notice, either Party shall have the right to immediately terminate this QSO/BAA and any Agreement(s) between the Parties which may require the Business Associate's use or disclosure of PHI in performance of services described in such Agreement(s) on behalf of the Covered Entity.

3. Subcontracts and other Third Party Agreements:

- 3.1 In accordance with 42 CFR Part 2 and 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written Agreement that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Agreement with respect to such PHI. The same provisions must also be included in any Agreement(s) by a Business Associate's Subcontractor with its own business associates as required by 42 CFR Part 2 and 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).

4. Obligations:

- 4.1 To the extent the Business Associate is to carry out one or more of GCBH's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to GCBH in the performance of such obligation(s).

5. Liability:

- 5.1 Within ten (10) business days, Business Associate must notify GCBH of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform GCBH of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of 45 CFR Part 2 and/or the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

6. Breach Notification:

- 6.1 In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from GCBH or involving GCBH Individuals, Business Associate will take all measures required by state or federal law.
- 6.2 Business Associate will notify the GCBH HIPAA Office within five (5) business days by email or by telephone, of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Agreement or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health information a defined in 45 CFR 164.402 (Definitions).
- 6.3 Business Associate will notify the GCBH HIPAA Office with five (5) business days by email or by telephone, of any potential Breach of security or privacy of PHI by the Business Associate or tis Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faced or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-

mail of the Individual who is responsible as the primary point of contact. Business Associate will address communications to the GCBH HIPAA Office. Business Associate will coordinate and cooperate with GCBH to provide a copy of its investigation and other information requested by GCBH, including advance copies of any notifications required for GCBH review before dissemination and verification of the dates notifications were sent.

- 6.4 If either Party determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI received from GCBH or involving GCBH Individuals, the following must occur:
- 6.4.1 Requiring notification of Individuals under 45 CFR 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or request for additional information;
 - 6.4.2 Requiring notification of the media under 45 CFR 164.406 (Notification to the media), Business Associate bears the responsibility and cost for notifying the media and receiving and responding to media questions or request for additional information;
 - 6.4.3 requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR 164.408 (notification to the Secretary), Business Associate bears the responsibility and cost for notifying the Secretary and receiving and responding to media questions or request for additional information; and
 - 6.4.4 Either Party will take appropriate remedial measures up to termination of this Agreement.

7. Miscellaneous Provisions.

- 7.1 **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or amended.
- 7.2 **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with 42 CFR Part 2 and the HIPAA Rules.
- 7.3 **Indemnification.** In addition to any indemnities set forth in this Agreement, each Party will indemnify and defend the other party from and against any and all claims, losses, damages, expensed or other liabilities, including reasonable attorney's fees, incurred as a result of any breach by such Party of any representation, warranty, covenant, Agreement or other obligation expressly contained herein by such Party, its employees, agents, Subcontractors or other representatives.
- 7.4 **No third Party Beneficiaries.** Nothing express or implied in this QSO/BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

7.5 Governing Law and Venue. This QSO/BAA shall be governed by Washington law notwithstanding any conflicts of law provisions to the contrary. Any action at law, suit in equity, or judicial proceeding for the enforcement of the Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

8. TERMS AND CONDITIONS

8.1 All additional terms and conditions as outlined in the Agreement are incorporated as though fully set forth herein.

BEHAVIORAL HEALTH SERVICES AGREEMENT

**EXHIBIT - S
SERVICE AREA MATRIX**

GREATER COLUMBIA BH-ASO COUNTIES	
ASOTIN BENTON COLUMBIA FRANKLIN GARFIELD KITTITAS WALLA WALLA WHITMAN YAKIMA	

BH- ASO	BH- ASO
COWLITZ Great Rivers	PIERCE Pierce - Beacon
GRAYS HARBOR Great Rivers	BH- ASO
LEWIS Great Rivers	CLALLAM Salish
PACIFIC Great Rivers	JEFFERSON Salish
WAHIAKUM Great Rivers	KITSAP Salish
BH- ASO	BH- ASO
KING King	ADAMS Spokane
BH- ASO	FERRY Spokane
CHELAN NCWA - Beacon	LINCOLN Spokane
DOUGLAS NCWA - Beacon	PEND OREILLE Spokane
GRANT NCWA - Beacon	SPOKANE Spokane
OKANOGAN NCWA - Beacon	STEVENS Spokane
BH- ASO	BH- ASO
ISLAND North Sound	CLARK SWWA - Beacon
SAN JUAN North Sound	KLICKITAT SWWA - Beacon
SKAGIT North Sound	SKAMANIA SWWA - Beacon
SNOHOMISH North Sound	BH- ASO
WHATCOM North Sound	MASON Thurston-Mason
	THURSTON Thurston-Mason

BEHAVIORAL HEALTH SERVICES AGREEMENT

**EXHIBIT – U-1
Statement of Work - CBRA**

Contractor (GCBH Network Provider) agrees to provide services as stipulated in the attached agreement and Exhibit(s), and any amendments for the following counties located in the GCBH ASO Regional Service Area (RSA):

Benton/Franklin Counties - Benton County Department of Human Services
Community Behavioral Health Rental Assistance Program (CBRA)

Funding Allocation will be determined by GCBH, LLC and incorporated in the agreement.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	Approving a Three-Year Subscription to Purchase Cisco DUO Access for Two-Factor Authentication Services from CompuNet, Inc.	
Presenter:		
Prepared By:	Robert Heard	
Reviewed By:	Procurement Dept	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

Per Resolutions 2018-927 and 2020-877, the Board approved the use of NetIQ two-factor authentication (2FA) for over 400 county employees. While NetIQ was sufficient to take care of the County's initial 2FA needs, NetIQ does not meet IT's changing cyber security requirements for remote workers. One cyber security requirement found during the County's penetration and vulnerability testing was adding 2FA to employees and third-party vendors who access the County's network through IT's supported virtual private network (VPN) application. In addition, NetIQ vendor support and maintenance has not provided IT with expected levels of hardware and software support.

With the recommendation from the County's Cisco certified reseller and WA State approved vendor, CompuNet, IT staff began to test another 2FA service in Cisco DUO. As an internet-based solution, Cisco DUO is platform agnostic that works across many applications including but not limited to Office 365, Windows OS, Apple devices, and VPN. For the past year, IT has tested DUO internally and with several county departments (HR, Risk, & Superior Court Admin). With no internal infrastructure to manage and Cisco's superior support, IT feels very confident that DUO will take care of the County's current cyber security needs and evolve to protect the County in the future. Lastly, 2FA for remote workers will be required by the County's Risk Pool by October 2022.

Fiscal Impact

Amount: **\$42,120 annually excluding WSST.**

Fund: **ARPA Funds. Cisco DUO Access will be purchased from CompuNet, Inc. CompuNet is a State approved vendor, WA, NASPO AR233(14-19) 01114.**

Recommendation

Information Technology recommends that the Board approves a three-year subscription to purchase Cisco DUO Access for two-factor authentication services from CompuNet, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A THREE-YEAR SUBSCRIPTION TO PURCHASE CISCO DUO ACCESS FOR TWO-FACTOR AUTHENTICATION SERVICES FROM COMPUNET, INC.

WHEREAS, per Resolutions 2018-927 and 2020-877, the Board approved the purchases for NetIQ two-factor authentication services for the Sheriff, Elected Officials, and County Departments; and

WHEREAS, Information Technology (IT) received a penetration and vulnerability test to evaluate the County's cyber security posture; and

WHEREAS, one of the cyber security improvements was adding two-factor authentication services to the County virtual private network (VPN) remote access application; and

WHEREAS, NetIQ does not work with the County's VPN remote access application; and

WHEREAS, with the guidance of the County's Cisco certified reseller and Washington State approved vendor, CompuNet, LLC., IT found an internet-based two-factor authentication solution in Cisco DUO; and

WHEREAS, Cisco DUO is platform agnostic that supports many applications including but not limited to Microsoft Office 365, Windows devices/operating systems, Apple devices/operating systems, and the County's VPN remote access application; and

WHEREAS, IT has been testing DUO with several departments including Human Resources, Risk Management, and Superior Court Administration; and

WHEREAS, with no infrastructure to manage and Cisco's superior support, IT is confident that DUO will meet the County's current cyber security demands and evolve to protect the County's future cyber security requirements; and

WHEREAS, IT recommends approving a three-year subscription from CompuNet, Inc. State approved vendor, WA, NASPO AR233 (14-19) 01114;the and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with IT's recommendation and authorizes the Chairman of the Board to sign a three-year subscription for Cisco DUO Access in an amount not to exceed \$42,120 annually excluding Washington State Sales Tax using approved ARPA funds.

Dated this 22 day of March, 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Bill To:
Benton County
 P.O. Box 608
 Prosser, WA 99350

Ship To:
Benton County
 620 Market Street
 Prosser, WA 99350

Quote Information:
Quote #: MF183522
 Version: 1
 Delivery Date: 03/10/2022
 Expiration Date: 03/31/2022

Prepared by:

 Mark Friedman
 509-795-8276
 mfriedman@compunet.biz

Prepared for:

 Robert Heard
 (509) 737-3529
 Robert.Heard@co.benton.wa.us

Yearly Subscription

Description		Rec. List Price	Recurring	Qty	Ext. Recurring
DUO-SUB	Cisco Duo subscription	\$0.00	\$0.00	1	\$0.00
DUO-ACCESS	Standard Cisco Duo Access edition	\$72.00	\$56.16	750	\$42,120.00
SVS-DUO-SUP-B	Cisco Duo Basic Support	\$0.00	\$0.00	1	\$0.00
Annual Subtotal:					\$42,120.00

Shipping

Description		Qty
Shipping	Ground Shipping To Be Determined, Billed As Actual	1

Annual Expenses Summary

Description	Amount
Yearly Subscription	\$42,120.00
Annual Subtotal:	\$42,120.00
Estimated Tax:	\$3,622.32
Annual Total:	\$45,742.32

Payment Options

Description	Payments	Interval	Amount
Yearly Quote - Yearly Payments			
3 Year Term	3	Annual	\$45,742.32

Summary of Selected Payment Options

Description	Amount
Yearly Quote - Yearly Payments: 3 Year Term	
Selected Recurring Payment	\$45,742.32
Total of Recurring Payments	\$137,226.96

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

Benton County

Signature: _____
Name: _____
Date: _____
PO Number: _____

RESOLUTION 2018 927

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF NETIQ THREE YEAR BASE LICENSE, ENTERPRISE MAINTENANCE, EQUIPMENT, SOFTWARE, SERVICES, AND ACCESSORIES FROM IDENTISYS, COBERT, WA.

WHEREAS, an ACCESS Technical Security Audit (CJIS) performed by the Washington State Patrol brought to the forefront the pressing need for a multifactor authentication solution; and

WHEREAS, Information Technology recognizes that CJIS data security is a primary concern; and

WHEREAS, Information Technology successfully performed a proof of concept using NETIQ by Axiad IDS; and

WHEREAS, a project was included in the Capital Improvement Plan 2017-2022 as Identification Protection; and

WHEREAS, a quote was received from IdentiSys, an authorized reseller of NetIQ. The quote was reviewed by Information Technology for completeness; and

WHEREAS, Information Technology recommends the purchase of NetIQ three year base license, enterprise maintenance, equipment, software, and services from IdentiSys in the best interest of Benton County all factors considered; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington authorizes the purchase of NetIQ three year base license, enterprise maintenance, equipment, software, and services from IdentiSys, Cobert, WA in an amount not to exceed \$11,000.00 plus WSST; and

BE IT FURTHER RESOLVED, Capital Improvement funds will be used to cover the expense.

Dated this 11 day of December, 2018

JEROME DELVIN - ABSENT

Chairman of the Board



Member



Member

Attest:



Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

RESOLUTION 2020 877

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF 275 NETIQ TWO-FACTOR AUTHENTICATION ONE-YEAR LICENSES FROM SHI INTERNATIONAL CORP.

WHEREAS, in December of 2018, per Resolution 2018-927 IT purchased 70 NetIQ two-factor authentication licenses required for Sheriff Deputies who have access to Criminal Justice Information Services (CJIS) in patrol vehicles; and

WHEREAS, since December 2018, Information Technology has successfully rolled out all 70 licenses which include the Sheriff, Prosecuting Attorney, Auditor, and Elections departments; and

WHEREAS, to accommodate other county department interests in two-factor authentication, Information Technology needs to purchase more licenses; and

WHEREAS, a quote to purchase another 275 NetIQ licenses has been prepared by SHI International Corp. a NASPO ValuePoint Cloud Solutions Master Agreement No. AR2488, Washington State Master Contract No. 05116; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2012-677, Section 7 allows the County to enter into a written Intergovernmental Cooperative Purchasing Agreement with the State of Washington, signed on June 11, 2013 per Resolution 2013-431; and

WHEREAS, Information Technology recommends the purchase of 275 NetIQ two-factor authentication licenses from SHI International Corp. and is in the best interest of Benton County; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County Washington agrees with Information Technology's recommendation and authorizes the purchase of 275 NetIQ two-factor authentication one-year licenses from SHI International Corp. in an amount not to exceed \$18,000.00 excluding WSST.

Dated this 24 day of November, 2020


Chairman of the Board


Member


Member

Attest:


Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 03/08/2022 BC 03/22/2022
Subject:	Professional Services Contract Amendment No. 2 with Ideal Option, PLLC
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

Summary / Background Information

Amendment No. 1 BC Res 2022-125 FC Res 2022-023 extended the contract for 12-months and only allowed a consideration amount up to \$187,136. Amendment No. 1 did not address the additional 12-month medical service expenditures of \$286,208.

The purpose of this Amendment No. 2 is to amend Section 1 "Contract Documents" to replace Exhibit A in its entirety and amend Section 5(g) "Compensation" to increase the maximum total amount payable up to \$473,344 to cover the additional 12-month of medical service expenditures.

Fiscal Impact

The amount is not to exceed \$473,344.

Recommendation

The Juvenile Administrator recommends amending the Professional Services Contract with Ideal Option, PLLC to commence on the last date signed and shall expire 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. 2 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 Resolution for Amendment No. 1 BC Res 2022-125 FC Res 2022-023 allowed a consideration amount up to \$187,136. Amendment No. 1 did not address the additional 12-month medical service expenditures of \$286,208, for a total consideration amount of \$473,344; and

WHEREAS, the do not exceed shall be increased to \$473,344; and

WHEREAS, the purpose of this Amendment No. 2 is to amend Section 1 "Contract Documents" to replace Exhibit A in its entirety and amend Section 5(g) "Compensation"; **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. 2 between Benton-Franklin Counties Juvenile Justice Center and Ideal Option, PLLC for the consideration amount of \$473,344.00; and

BE IT FURTHER RESOLVED, that the term of the Professional Services Contract Amendment No. 2 shall commence on the last date signed 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. 2 TO PROFESSIONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND IDEAL OPTION, PLLC

This Amendment No. 2 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 1 ("Contract Documents") and 5 ("Compensation") as follows:

1. Section 1 "Contract Documents" shall be amended in its entirety as follows:



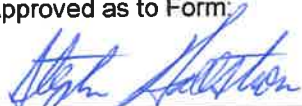
This Contract consists of these Terms and Conditions and the following documents:

- a. Exhibit A – Ideal Option Rate Schedule from September 1, 2021 through April 30, 2023.
2. Section 5(g) of the Contract ("Compensation") shall be amended in its entirety and the parties agree:

"The maximum total amount payable by the COUNTIES to the CONTRACTOR under this contract shall not exceed four hundred seventy- three thousand three hundred forty-four dollars (\$473,344.00)."

Except as expressly provided in this Contract Amendment No. 2, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment No. 2 shall remain effective as of the last date signed and shall expire April 30, 2023.

Ideal Option, PLLC	Benton Franklin Counties Juvenile Justice Center
 Feb 22, 2022	 2-25-22
Sandy Becker Chief Financial Officer	Darryl Banks Juvenile Court Administrator
BENTON COUNTY APPROVAL	FRANKLIN COUNTY APPROVAL
Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney	Approved as to Form: _____ Civil Deputy Prosecuting Attorney
Date: <u>02-23-22</u>	Date: _____
By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____	By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

Benton Franklin Juvenile Justice Nursing Services Budget

Exhibit A

Start Date: September 1, 2021
End Date: April 30, 2023

Total number of weeks: 86

Services	Duties	Rate	Unit	Hrs./Week	Total Budget
On-Site Services	RN - Weekdays - Approximately 6hrs/day, minimum of 22.5 hrs/week	\$127	Hour	26.5	\$289,433
Off-Site Services	RN consult via telephone/video conference outside of normal onsite scheduled hours	\$127	Hour	2	\$21,844
On-Site After Hour RN Coverage	Registered Nurse coverage after after 5:00 pm M-F, weekend or Holiday	\$127	Hour	2	\$21,844
Medical Assistant	Medication distribution.	\$55	Hour	3.5	\$16,555
RN Supervisor	Creation of Policies and Procedures	\$127	Hour	4	\$43,688
Medical Services	Phone consultation/on-site visit as needed during normal nursing hours and after-hour coverage billed per 1 hr	\$186	Hour	5	\$79,980
Grant Total					\$473,344

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 03/08/2022 BC 03/22/2022		
Subject:	Columbia/Walla Walla Counties & Benton-Franklin Juvenile Justice Center Agreement for Mutual Use of Juvenile Detention Center Facilities		
Presenter:	N/A		
Prepared By:	Rosa Garcia		
Reviewed By:	Darryl Banks		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>		
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion	
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution	
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance	
		<input type="checkbox"/> Execute Contract	

Summary / Background Information

The purpose of this agreement is to provide each party access to the other party's juvenile detention facilities when it is deemed to be in the best interest of the Counties. Such use shall be solely for the purpose of housing juveniles otherwise subject to incarceration at each party's respective detention center facilities. Use of this agreement is contemplated during emergent situations.

The term of the Agreement shall be effective February 1, 2022 through December 31, 2023.

Fiscal Impact

There is no fiscal impact to either county nor the Benton-Franklin Juvenile Justice Center.

Recommendation

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Agreement between Benton-Franklin Juvenile Justice Center and Columbia/Walla Walla Counties.

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 BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND COLUMBIA/WALLA WALLA COUNTIES TO PROVIDE EACH PARTY ACCESS TO THE OTHER PARTY'S JUVENILE DETENTION FACILITIES

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Agreement between the Benton-Franklin Juvenile Justice Center and Columbia/Walla Walla Counties be approved as presented; **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 authorized to sign, on behalf of their respective county, the Agreement between the Benton-Franklin Juvenile Justice Center and Columbia/Walla Walla Counties; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences February 1, 2022 and expires on December 31, 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

AGREEMENT FOR MUTUAL USE OF JUVENILE DETENTION CENTER FACILITIES

This Agreement is made and entered into by and between **WALLA WALLA COUNTY**, a political subdivision of the State of Washington, and **BENTON-FRANKLIN COUNTIES**, a political subdivision of the State of Washington; hereinafter collectively ("the parties").

RECITALS

WHEREAS, Walla Walla County and Benton-Franklin Counties are authorized by law to operate a juvenile detention center; and

WHEREAS, the parties each wish to utilize the other parties respective County juvenile detention center as a place of confinement for juveniles under jurisdiction of the court when it is deemed to be in the best interest of the Counties; and

WHEREAS, this Agreement does not create any separate legal or administrative entity pursuant to RCW 39.34.030; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the parties have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in the parties' best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants, and agreements contained herein the parties agree as follows:

1. **PURPOSE:** It is the purpose of this Agreement to provide each party access to the other party's juvenile detention facilities when it is deemed to be in the best interest of the Counties. Such use shall be solely for the purpose of housing juveniles otherwise subject to incarceration at each party's respective detention center facilities and shall be further subject to all terms and conditions contained herein.
2. **MAILING AND CONTACT ADDRESS:** All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following Agreement administrators:

Contract Agency: Columbia/Walla Walla County Juvenile Court
Norrie Gregoire, Administrator
455 West Rose St.
PO Box 1754
Walla Walla, WA 99362-0033
Tel: (509) 524-2822
Email: ngregoire@co.wallawalla.wa.us

County: Benton-Franklin Counties Juvenile Justice Center
Darryl Banks, Administrator
5606 W. Canal PI Suite 106
Kennewick, WA 993336-1388
Tel: (509) 783-2151
Email: Darryl.Banks@co.benton.wa.us

Notices shall be effective immediately upon receipt if delivered in person. If notice is delivered by US Mail, then it shall be effective three days following the day when it is deposited, postage prepaid, in an official mail receptacle, properly addressed to the other party's contact address and person. If notice is made by email, then it shall be effective at the time of start of business, on the next business day following successful transmission.

Each party must have an Agreement administrator at all times this agreement is in force. Parties may change their Agreement administrator by submitting notice of such change to the other party in writing.

3. AVAILABILITY OF DETENTION CENTER FACILITIES:

Each party shall accept a juvenile requested by the other party at its sole discretion. This discretion is in addition to each party's rights with respect to certain juveniles set forth in Sections 8 and 9 herein. Each party shall only submit juveniles for confinement under this Agreement that are held 24 hours a day in secure confinement. Juveniles incarcerated pursuant to this Agreement will not be eligible for participation in work crew, work release, home monitoring or any other programs in which juveniles serve all or part of their sentences outside the confines of a detention center.

4. COMPENSATION:

- (a) Monetary Consideration. The parties mutually agree that the housing of an juvenile by the Receiving County on behalf of the Transferring County shall be compensated at the rate of \$200 for every 24-hour period, or portion thereof, that said juvenile is in the custody of the Receiving County. Such time period shall be measured from the time said juvenile is transferred to the custody of the Receiving County and ends when the Transferring County resumes custody. The first day of detention will be defined as the first 24-hour period the juvenile is formally admitted to detention. If a juvenile is confined less than 24 hours, a full day will be assessed. Each 24-hour period, or portion thereof, thereafter, will constitute one additional day. For example: a juvenile admitted during the day at 4:00 p.m. Friday and released the following Sunday at 1:00 p.m. will be counted as utilizing two days.
- (b) Other Costs. The Transferring County shall also pay such other costs as are incurred by the Receiving County, or third parties, in incarcerating juveniles on behalf of the Transferring County, as set forth herein, including but not limited to any medical costs required by Section 5.

- (c) Billing. The Receiving County may bill the Transferring County on the 15th day of each month for all amounts due to the Receiving County under this Agreement for the services rendered in the prior calendar month. Payment shall be due from the Transferring County by the 15th day of the following month. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, the Transferring County shall pay all collection costs associated with late payments.

5. MEDICAL COSTS AND TREATMENT:

- (a) Services Provided. Upon transfer of custody to the Receiving County, the Receiving County shall provide or arrange for the Transferring County's juvenile to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of the Receiving County and applicable law.
- (b) Cost Responsibility. The Transferring County shall be responsible for, or shall pay for the cost of, all medication prescribed for any of its juveniles. The Transferring County shall also pay for all costs associated with the delivery of medical, psychiatric, and dental services provided to a juvenile who, in the sole discretion of the Receiving County, requires the services of a third-party medical, dental, or psychiatric services provider, and for all emergency medical, dental, or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the Receiving County, as directed by the Receiving County. The Receiving County shall bill the Transferring County only for the actual costs charged to the Receiving County and shall provide an itemization with such billing.
- (c) Notice. Except in case of situations deemed an emergency at the sole discretion of the Receiving County, the Receiving County shall notify the Transferring County's Agreement administrator in writing, by email, prior to transfer of a Transferring County's juvenile to a medical, dental or psychiatric provider outside of the County detention center or to a hospital for medical, psychiatric, or dental services.
- (d) Pre-Confinement Consents or Refusals. If a Transferring County's juvenile has either 1) received medical, psychiatric, or dental treatment; or 2) refused any medical, psychiatric, or dental treatment, from the Transferring County or any third-party provider of such services before transfer for confinement in the Receiving County's detention center, the Transferring County shall provide to the Receiving County all written verification of any authorization of or refusal to authorize care or treatment for such juveniles(s).
- (e) Return for Medical Services. Nothing herein shall preclude the Transferring County from retaking custody of an ill or injured juvenile by retaking custody of such juvenile at the Receiving County's detention center. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the desired time of retaking custody. However, in situations where the Receiving

County, in its sole discretion determines, that a juvenile requires emergency medical care, the Receiving County shall have the right to arrange for emergency medical services (at the Transferring County's expense) notwithstanding a request from the Transferring County to retake custody of the juvenile.

- (f) Records. The Receiving County shall keep records of all medical, psychiatric, or dental services it provides to a juvenile. Upon resumption of custody by the Transferring County, the Transferring County shall receive a copy or summary of the medical, psychiatric, or dental records held by the Receiving County for a juvenile of the Transferring County.
- (g) Transportation of Medications and Records. The Transferring County agrees to transport with the juvenile, any and all applicable medical records, current care instructions, as well as an appropriately labeled 5-day supply of the juvenile's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the juvenile's name, JUVIS number, date of birth, any known allergies, current medication list, description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.

6. TRANSPORTATION OF JUVENILES:

- (a) Regular Transport. For all juveniles accepted by the Receiving County and unless agreed otherwise in writing, the Transferring County shall be responsible for transporting juveniles to and from its detention center for all purposes including but not limited to court hearings and medical appointments in Transferring County.
- (b) Transports by the Receiving County. For any transports by the Receiving County required by court order, or made at the Transferring County's request, the Transferring County shall reimburse the Receiving County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of the Receiving County to provide any transports.
- (c) Transferring County Transport. In the event either party requests that custody of an juvenile be transferred back to the Transferring County, in accordance with any such right set forth in this Agreement, the Transferring County shall transport such juvenile in accordance with the guidelines set forth in this Section 6 (a) or (b) above. If the Transferring County desires to retake custody of the transferred juvenile, the Transferring County shall take custody of the juvenile at the Receiving County's detention center and handle all transport responsibility. The Transferring County shall provide at least 24 hours advanced written notice to the Receiving County of any such expected transport by the Transferring County.

7. TRANSFER OF CUSTODY:

- (a) Commencement of Custody by Receiving County. Transferring County juveniles shall not be deemed to be in the legal custody of the Receiving County until officers from the Receiving County's Department take physical control of such juvenile. The Receiving County shall not be required to take such control of an juvenile until the Transferring County has delivered copies of all juvenile records pertaining to the juvenile's incarceration by the Transferring County or its agent, including a copy of the juvenile's medical records held by the Transferring County or its agent, and a copy of the document that provides legal authority for the incarceration of the juvenile. If additional information is requested by the Receiving County regarding a particular juvenile, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the Receiving County, the receiving officer may refuse to accept the Transferring County's juvenile for confinement. The Receiving County shall not be required to take custody of or assume control of or responsibility for any property of the juvenile, except for such property that the Receiving County allows juveniles to keep in their cell. The Transferring County's officers delivering a juvenile to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the juvenile is properly packaged. At such time, and only at such time, as all paperwork and property are in order will the Receiving County take physical control of and assume custody of and responsibility for the Transferring County's juvenile to be confined.
- (b) Further Transfer of Custody. Except as otherwise allowed by Section 9 of this Agreement, the Receiving County shall not be required to, under any circumstances, transfer custody of any juvenile confined pursuant to this Agreement to any agency other than to the Transferring County without the written authorization from a court of competent jurisdiction. Even with such authorization, such transfer to another agency shall be at the discretion of the Receiving County and shall be further subject to the provisions of Section 6 above.
- (c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to the Receiving County, it shall be the Receiving County's responsibility to administer the juvenile's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the Receiving County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 5 of this Agreement.
- (d) Resumption of Custody by Transferring County. The Transferring County shall be deemed to have resumed legal custody of an juvenile previously transferred to the Receiving County for incarceration pursuant to this Agreement, upon either presentation of such juvenile to the Transferring County's detention facilities, or upon the Transferring County's officers taking physical control of a juvenile at any other location.

8. RIGHT TO REFUSE/RETURN A JUVENILE: The Receiving County shall have the

right to refuse to accept or to return any of the Transferring County's juveniles at its sole discretion, for any reason, including but not limited to the following:

- (a) Pending Medical Needs. The Receiving County shall have the right to refuse to accept any Transferring County juvenile who, at the time of presentation of drop off to the Receiving County's detention center facilities for confinement, is without the required medication and records as provided in Section 5(g), or appears as determined by the Receiving County, in need of medical, psychiatric, or dental attention, until the Transferring County has provided medical, psychiatric, or dental treatment to the juvenile to the satisfaction of the Receiving County.
- (b) Problematic Physical History or Behavior and New Medical Conditions. The Receiving County shall have the right to refuse to accept or to return any Transferring County's juvenile that, in the sole judgment of the Receiving County, has a history of serious medical problems, presents a serious risk of escape, presents a serious risk of injury to other persons or property, represents a risk to the orderly and safe operation of the detention center, or develops an illness or injury that may adversely affect or interfere with the operations of the Receiving County's detention center. Any special transport costs, medical or otherwise, incurred in the return of the Transferring County's juvenile under this subsection shall be the responsibility of the Transferring County. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions.
- (c) Claims/Litigation. The Receiving County shall have the right to refuse to accept or to return any Transferring County juvenile that files a claim or lawsuit against the Receiving County or indicates intent to do so.
- (d) Return Due to Upcoming Expiration. The Transferring County shall have the obligation to begin picking up Transferring County juveniles during the thirty days preceding expiration of this Agreement so that all juveniles may be transported pursuant to the regular transports under Section 6 (a) and (b) above.
- (e) Notice of Return and Transport. The Receiving County shall provide written notice, via email, to the Agreement administrator of the anticipated return of a juvenile under this Section 8 to the contact person identified in Section 2. The Transferring County shall transport the juvenile(s) authorized for return under this Section 9 in accordance with Section 6 (a) and within seven days of such notice.

9. **REMOVAL FROM DETENTION CENTER - OTHER GROUNDS:** The Transferring County's juveniles may be removed from the Receiving County's detention facilities for the following additional reasons:

- (a) Request by Transferring County. Upon written request of the Transferring

County for transfer of custody back to the Transferring County. In such case, the juvenile will either be transported by the Transferring County or by the Receiving County pursuant to Section 6 above.

- (b) Court Order. By order of a court having jurisdiction over a Transferring County's juvenile. In such case, transport shall be according to the terms expressed in the court order, or by the Transferring County or the Receiving County pursuant to Section 6 above.
- (c) Treatment Outside of Detention Center. For medical, psychiatric, or dental treatment or care not available within the Receiving County's detention center facilities, or which, in the Receiving County's sole discretion, requires the services of a third-party medical, psychiatric, or dental care provider at a location outside of the detention center.
- (d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the Receiving County, an eminent danger to the safety of the juvenile(s) or personnel of the Receiving County. In such case, the Receiving County will inform the Transferring County, at the earliest practicable time, of the whereabouts of the juvenile(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such juvenile(s).

10. TRANSFER OF JUVENILES UPON TERMINATION/ OF AGREEMENT:

- (a) Termination by either party. In the event of a notice of termination from the either party in accordance with Section 20 below, the Transferring County agrees to transport according to Section 6(a) and (b) until all juveniles are returned to the Transferring County before the termination date of the Agreement. Release dates schedule shall be determined between the Receiving County and the Transferring County according to the juvenile's normal release date or earlier if necessary, to transport prior to the termination date. Until such removal, the Transferring County shall pay the compensation and costs set forth herein related to the housing of such juvenile(s). The Receiving County shall retain all rights hereunder, notwithstanding such termination, until all of the Transferring County's juveniles are removed from the Receiving County's detention center. If the population of Transferring County's juveniles or timing of notice of termination is such that transports pursuant to section 6(a) and (b) will not be completed prior to the anticipated termination date, then Receiving County may increase transports beyond that in section 6(a) and (b) at Transferring County's expense, or may require the Transferring County to transport the excess juveniles.

11. JUVENILE RIGHTS, ACCOUNTS AND PROGRAMS:

- (a) Discipline. With respect to the Transferring County's juveniles, the Receiving County shall maintain and manage disciplinary issues. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the Receiving County's detention center shall apply equally to juveniles

confined pursuant to this Agreement and to those otherwise confined. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions.

- (b) Programs. The County shall provide the Transferring County's juveniles with access to all educational, recreational and social service programs currently offered at the Receiving County's detention center under the terms and conditions applicable to all other juveniles at the detention center.
- (c) Inability to Serve Time Outside of Facility. In accordance with Section 3 of this Agreement, the Transferring County's juveniles shall not be allowed to leave the detention center for participation in correctional work crews, work release programs, home monitoring or any other program in which other juveniles sometimes are allowed to leave the physical confines of the detention center as part of serving their sentence.

12. ACCESS TO FACILITY AND PRISONERS:

- (a) Access to Facility. Transferring County shall have the right to inspect, at mutually agreeable times, the Receiving County's detention center in order to confirm the facility maintains standards acceptable to the Transferring County and that its juveniles are treated appropriately. The Receiving County agrees to manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws applicable to the location of the detention center.
- (b) Access to Juveniles. Transferring County personnel shall have the right to interview juveniles from the Transferring County at any reasonable time within the detention center. Transferring County officers shall be afforded equal priority for use of detention centers interview rooms.

13. ESCAPES AND DEATHS:

- (a) Escapes. In the event of an escape by a Transferring County's juvenile from the Receiving County's detention center, the Transferring County will be notified by phone and in writing as soon as practical. The Receiving County shall have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the Receiving County. The Receiving County shall not be required to pursue and return the Transferring County's escaped juveniles(s) from outside of the Receiving County's jurisdiction.
- (b) Deaths.
 - (1) In the event of a death of a Transferring County's juvenile in the Receiving County's detention center, the Transferring County shall be

promptly notified by phone and in writing. The Receiving County's Bureau of Law Enforcement and the County Coroner will investigate the circumstances of death. The Transferring County may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.

- (2) The Receiving County shall, subject to the authority of the County Coroner, follow the written instructions of the Transferring County regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Transferring County of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Transferring County. With written consent from the Transferring County, the Receiving County may arrange burial and all matters related or incidental thereto, and the Transferring County shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability or rights of any relative or other person for the disposition of the deceased or any expenses connected therewith.

14. POSTING OF BAIL:

The Releasing County shall not serve as agent for the Transferring County in receipt of any bail bonds or any monies posted for or by a Transferring County's juvenile. Any such bonds or monies will be posted at the Transferring County's detention center. In the event bail is posted for a juvenile, timely and appropriate notification will be given to the Receiving County by the Transferring County.

15. RECORD KEEPING:

The Receiving County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Transferring County's juveniles consistent with the record keeping by the Receiving County for all other juveniles. The Receiving County shall make copies of said records available to the Transferring County upon its request. Monthly medical charges will be itemized indicating all medical costs and procedures performed. The Transferring County will be bound by all confidentiality laws applicable to detention center and/or medical records.

16. INDEMNIFICATION AND INSURANCE:

- (a) Indemnification. The Receiving County shall indemnify the Transferring County, its officers, agents, and employees, from and against any claim, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising from the Receiving County's performance under this Agreement; provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the Transferring County, its officers, agents, or employees, the Receiving County's indemnification obligation hereunder shall be limited to the Receiving County's

proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- (b) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of juveniles, including general liability, errors and omissions, auto liability, and professional liability. The insurance policy (ies) shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.
- (c) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self-insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

17. NON-DISCRIMINATION POLICY:

The parties agree not to discriminate in the performance of this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, or any other legally protected status.

18. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Walla Walla County Juvenile Court and the Benton-Franklin Counties Juvenile Justice Center shall be responsible for administering the confinement of juveniles hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

19. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance or failure to enforce breach of this agreement on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after

notice of a deficiency in performance constitute an acquiescence thereto.

20. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected juveniles, if any.

21. DURATION:

This Agreement shall be effective February 1, 2022 and shall continue through December 31, 2023, unless terminated earlier under the terms set forth in Section 20 above. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house juveniles with the County.

22. GOVERNING LAW:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and a juvenile's confinement under this Agreement.

23. MISCELLANEOUS:

In providing these services to the Transferring County, the Receiving County is an independent contractor and neither its officers, agents, nor employees are employees of the Transferring County for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Transferring County under any applicable law, rule, or regulation.

-This section was intentionally left blank-

Date: February 14, 2022

Date: _____

WALLA WALLA COUNTY, WASHINGTON



Todd Kimball, Chairman
Walla Walla County Commissioner



Jennifer R. Mayberry, Member
Walla Walla County Commissioner

absent

Gregory A. Tompkins, Member
Walla Walla County Commissioner

Attest: 
Diane L. Harris Clerk of the Board

Approved: 
Norris Gregoire
Administrator

Approved as to form: Approved via email by
Jesse Nolte 2/14/2022
Jesse Nolte
Chief Civil Deputy Prosecuting Attorney

Walla Walla County Superior Court


Presiding Judge

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks 2-23-22
Darryl Banks, Juvenile Court Administrator Date

BENTON COUNTY APPROVAL
Approved as to Form:

Stephen Hallstrom 02/18/22
Stephen Hallstrom, Date
Deputy Prosecuting Attorney

FRANKLIN COUNTY APPROVAL
Approved as to Form:

Jennifer Johnson, Date
Civil Deputy Prosecuting Attorney

By: _____

By: _____

Name: _____

Name: _____

Title: Chair, Board of Commissioners

Title: Chair, Board of Commissioners

Date: _____

Date: _____

Attest:

Attest:

Clerk of the Board: _____

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/22/2022	
Subject:	Certifications to CRAB	
Presenter:	N/A	
Prepared By:	Shela Berry	
Reviewed By:	Douglas D'Hondt	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

In accordance with RCW 36.82.070 and RCW 36.79.140, and WAC 136-150 the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including traffic law enforcement and removal of barriers to fish passage.

The proper certification forms have been prepared, the digital submittal form has been signed by the Sheriff, the Auditor, and the County Engineer as required and now needs to be signed by the Chairman of the Board.

Fiscal Impact

No fiscal impact.

Recommendation

The 2021 RAP Certification for Diversion and Road Fund Expenditures for Traffic Law Enforcement, the 2021 Certification of Road Fund Expenditures for Fish Passage Barrier Removal and the 2021 Annual Certification be approved, and the Chairman of the Board be authorized to sign the Digital Submittal Certification.

Suggested Motion

Approved as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AND AUTHORIZING THE CHAIRMAN’S SIGNATURE OF THE CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT, FISH PASSAGE BARRIER REMOVAL AND ANNUAL CERTIFICATION FOR 2021 FOR SUBMITTAL TO THE COUNTY ROAD ADMINISTRATION BOARD

WHEREAS, in accordance with RCW 36.82.070 and RCW 36.79.140, and WAC 136-150 the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including traffic law enforcement and removal of barriers to fish passage; and

WHEREAS, CRAB has requested that Benton County complete a RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement; a Certification of Road Fund Expenditures for Fish Passage Barrier Removal; and, as required by WAC 136-04, the Annual Certification for 2021; and

WHEREAS, the RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement, the Certification of Road Fund Expenditures for Fish Passage Barrier Removal, and the Annual Certification for 2021 will be submitted digitally; and

WHEREAS, the Benton County Sheriff and the Benton County Auditor have signed the digital submittal of the 2021 RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement as required by CRAB; and

WHEREAS, the County Engineer has signed the digital submittal of the 2021 Certification of Road Fund Expenditures for Fish Passage Barrier Removal and the 2021 Annual Certification as required by CRAB; **NOW, THEREFORE,**

BE IT RESOLVED that the 2021 RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement, the 2021 Certification of Road Fund Expenditures for Fish Passage Barrier Removal and the 2021 Annual Certification be and hereby are approved; and

BE IT FURTHER RESOLVED, the Chairman is authorized to sign the Digital Submittal Certification of the 2021 RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement; and the 2021 Certification of Road Fund Expenditures for Fish Passage Barrier Removal; and the 2021 Annual Certification on behalf of Benton County.

Dated this 22nd day of March 2022.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board


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

**Benton County
Reports for 2021
Digital Submittal Certification
for Forms Due April 1st**

The documents checked below are hereby submitted from Benton County for the review and acceptance of the County Road Administration Board.

2021 RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

Signed:  Date: 3/10/2022
County Sheriff

Signed: Brenda Chilton Date: 03/09/2022
County Auditor

Signed: _____ Date: _____
Chair / Executive

2021 Certification of Road Fund Expenditures for Fish Passage Barrier Removal

2021 Annual Certification

I hereby certify that the Fish Passage Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with WAC 136.

Signed: _____ Date: _____
Chair / Executive

Signed:  Date: 03/10/22
County Engineer

2021 County Ferry System Operations Report

2021 Annual Construction Report

2021 County Arterial Preservation Report

2021 Certification of Road Fund Expenditures for Marine Navigation

and Moorage

2021 Maintenance Management Annual Certification

I hereby certify that the County Ferry System Operations Report, Annual Construction Report, County Arterial Preservation Report, Marine Navigation and Moorage Certification, and Maintenance Management Certification are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136.

Signed:  _____ Date: 03/14/22
County Engineer

Benton County 2021
**CERTIFICATION OF DIVERSION AND ROAD FUND EXPENDITURES FOR TRAFFIC LAW
ENFORCEMENT**
WAC 136-150-022

Total Road Levy:

Budgeted Road Levy revenue (as listed on the Road Levy Certification - WAC 136-150-021):	\$6,390,723.00
Actual Road Levy revenue produced:	\$6,419,824.00

Road Levy Diversion:

Budgeted Road Levy Diversion (as listed on the Road Levy Certification - WAC 136-150-021):	\$589,340.00
Actual amount of Diverted Road Levy:	\$589,340.00
Was Diverted Road Levy deposited in a specific and identifiable account (RCW 36.82.040):	Yes

Traffic Law Enforcement Paid by Road Fund Expenditures:

Budgeted cost reimbursements and/or operating transfers from the Road Fund:
Actual total amount of cost reimbursements and/or operating transfers from the Road Fund:

<u>Total Road Portion Traffic Law Enforcement Expenditures:</u>	\$589,340.00
<u>Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):</u>	\$589,340.00

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

This form must be reviewed and certified (on the "Engineer's Certification Form") by:

- **County Sheriff**
- **County Auditor OR Charter designated Chief Financial Officer**
- **Chair, Board of County Commissioners OR County Executive**

FISH PASSAGE CERTIFICATION

WAC 136-150-023

Submitting County: **Benton** Budget Year: **2021**

Fish Passage Barrier Removal Projects

Project Name	Total Project Cost	Cost Outside of ROW	% of Total Cost (25% Allowed by WAC)
---------------------	---------------------------	----------------------------	---

Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way

Total Annual Road Construction Budget:	\$5,470,296.00
	<u>X 0.005</u>
1/2% of Total Annual Road (Limit of "Outside of Right-of-Way" expense)	=\$27,351.48
Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way	\$0.00

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070 , as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

Benton County Annual Certification For Calendar Year 2021

WAC 136-04

MANAGEMENT AND ADMINISTRATION

A. During **2021** the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030. Yes

Explanation:

B. At any time during **2021** was there a vacancy/change in the position of County Engineer? If so, were the procedures in WAC 136-12 followed?

Explanation:

C. The processing of County Road Accident Reports during **2021** complied with WAC 136-28. Yes

Explanation:

D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in **2021** per WAC 136-14-020. Yes

Explanation:

E. As of December 31, **2021** the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

*Has your agency sent the most recently adopted version to CRAB WAC 136-50-051?

POLICY	WAC	DATE OF CURRENT VERSION
Re: Organization	136-50-051	01/25/2022
Re: Personnel Practices	136-50-052	01/25/2022
Re: Complaint Handling	136-50-053	04/18/2017
Re: Work for Others	136-50-054	09/06/1983
Re: Utility Accommodation	136-50-055	07/31/1972
Re: Priority Programming	136-14-030	03/07/1973

Explanation:

F. The following were submitted to CRAB in a timely manner:

DOCUMENT	WAC	DUE DATE	DATE OF ADOPTION / PREPARATION	DATE SENT TO CRAB
'21 Six-Year Program	136-15-050	31-DEC-20	08/04/2022	12/30/2020
'21 Annual Construction Program	136-16-040	31-DEC-20	11/10/2022	12/30/2020
'21 CAPP Program	136-300-060	31-DEC-20	12/28/2021	12/30/2020
'21 Road Fund Budget		31-DEC-20	12/17/2021	12/30/2020
'21 Maintenance Management Work Plan & Budget	136-11-040	31-DEC-20	12/17/2021	12/30/2020
'21 Road Levy	136-150-021	01-FEB-21	01/26/2021	01/27/2021
'20 Certification of Diversion and Road Fund Exp. For Traffic Law Enforcement	136-150-022	01-APR-21	01/28/2020	03/10/2021
'20 Engineer's Certification of Fish Barrier Removal Costs	136-150-023	01-APR-21	01/28/2020	03/10/2021
'20 Certification of Road Fund Exp. for Marine Navigation and Moorage	136-150-025	01-APR-21		
'20 Annual Construction Report	136-16-050	01-APR-21	03/30/2021	03/30/2021
'20 CAPP Report	136-300-090	01-APR-21	03/30/2021	03/30/2021
'20 Maintenance Management Certification	136-11-050	01-APR-21	03/30/2021	03/30/2021
'20 Annual Certification	136-04-030	01-APR-21	03/30/2021	03/30/2021
'20 Road Log Update	136-60-030	01-MAY-21		
'21 PMS Certification for CAPA Eligibility	136-70-070	31-DEC-21	12/20/2021	12/20/2021

Explanation:

Certification of Road fund expenditures for Marine Navigation and Moorage does not apply to Benton County

G. Projects to which construction expenditures were charged were all on the originally adopted **2021** Annual Program or as Yes

amended per WAC 136-16-042 - Attach Amendments. (If No, please attach a brief explanation.)

Explanation:

- H. The County's construction by county forces limit for **2021** computed in accordance with RCW 36.77.065: \$1,789,809.00
- I. The actual expenditure for construction by county forces as reported in the **2021** Annual Const. Report: \$44,704.38
- J. As required by WAC 136-20-060, a written Bridge and Inspection Report for **2021** was furnished to the legislative authority on (attach a copy): 08/10/2021

of NBI Bridges as of December 31, **2021**: 45

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	Permission to advertise 2022 BST Area 6 & Edge Repair Contract	
Presenter:	N/A	
Prepared By:	Jeff Liner	
Reviewed By:	Doug D'Hondt	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

It is the intention of the Board to preserve County road infrastructure by the application of bituminous surface treatment and edge repair work. A bid package has been prepared by staff, approved by the Prosecuting Attorney's office and signed by the Engineer.

Fiscal Impact

None.

Recommendation

The County Engineer recommends that the Board formally grant permission to go to advertisement and proceed with the project.

Suggested Motion

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2133 SMP - 2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR.

WHEREAS, it is the intention of the Board of County Commissioners to preserve County road infrastructure by the application of bituminous surface treatment and edge repair work; and

WHEREAS, a bid packet (No. CB 22-04) was prepared by Benton County Public Works staff, reviewed and approved as to form by the Benton County Prosecuting Attorney's office, and signed by the County Engineer; **NOW, THEREFORE,**

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 22-04 C.E. 2133 SMP – 2022 Bituminous Surface Treatment Area 6 and Edge Repair.

Dated this 22nd day of March 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CONTRACT PROVISIONS AND PLANS

For Construction of:

**2022 Bituminous Surface Treatment Area 6
and Edge Repair**

C.E. 2133 S.M.P.

PUBLIC WORKS DEPARTMENT



Bid No: CB22-04

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(Bid No. CB22-04)

CALL FOR BIDS:

Sealed bids for C.E. 2133 S.M.P. – 2022 Bituminous Surface Treatment Area 6 and Edge Repair, shall be received by the Benton County Engineer, Benton County Public Services Building, 102206 E. Wisner Parkway, Kennewick, Washington until **11:00 a.m., Local Time, April 7, 2022**. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Thursday, April 7, 2022, at 11:00 a.m., Local Time, in the Benton County Public Services Building, 102206 E. Wisner Parkway, Kennewick, Washington. Contractor's Bid Proposal shall include the complete proposal packet, consisting of seven (7) pages and the proposal bond, to be enclosed in a sealed envelope marked, "BID FOR 2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR".

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

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

Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #8154514 on the websites Projects Search Page. Firms who intend to submit a bid may download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars (\$15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

The following is applicable to all Benton County projects:

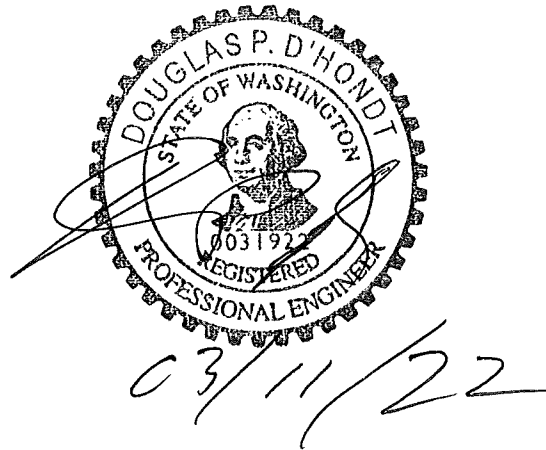
"The recipient, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

CERTIFICATIONS

C.E. 2133 S.M.P.
2022 Bituminous Surface Treatment
Area 6 and Edge Repair
Bid No. CB 22-04


ENGINEER'S CERTIFICATION:

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



APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of C.E. 2133 - 2022 Bituminous Surface Treatment Area 6 and Edge Repair have been reviewed and approved as to form:



Deputy Prosecuting Attorney

March 10, 2022

Date

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CONTRACT

CONTRACT (informational)
PERFORMANCE BOND (informational)
PAYMENT BOND (informational)

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(March 12, 2014 Benton County GSP)

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

Also incorporated into the Contract Documents by reference are:

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

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

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This contract provides for the improvement of *** all paved roads within Benton County BST Area #6, approximately 82.03 miles of Benton County roads, by means of Bituminous Surface Treatment; striping of said Benton County roads; application of transverse markings; edge repair of 34.87 miles of roadway in Benton County*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1, Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1, Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2, Plans and Specifications
(September 14, 2021 BENTON GSP)

Delete this section and replace it with the following:

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

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

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

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal
(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

1-02.6(1) Recycled Materials Proposal

(January 4, 2016 APWA GSP)

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

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

(March 12, 2014 Benton County GSP)

Revise the second sentence of this section to read:

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

Supplement this section with the following:

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

1-02.9 Delivery of Proposal

(*****)

Delete this section and replace it with the following:

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

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

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals

(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1, Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.1(1) Identical Bid Totals

(January 4, 2016 APWA GSP)

Revise this section to read:

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

1-03.3, Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

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

SECTION 1-04, SCOPE OF WORK

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

(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,

4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05, CONTROL OF WORK

1-05.7, Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11, Final Inspection

Delete this section and replace it with the following:

1-05.11, Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1), Substantial Completion Date

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

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and

ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore. Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

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

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

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

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

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

1-05.11(3), Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

1-05.13, Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15, Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

1-05.16, Water and Power
(October 1, 2005 APWA GSP)

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

SECTION 1-06, CONTROL OF MATERIAL

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

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

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

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

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2, Sales Tax

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1), State Sales Tax — Rule 171

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

1-07.2(2), State Sales Tax — Rule 170

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

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

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

1-07.2(3), Services

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

1-07.13, Contractor's Responsibility of Work

(August 6, 2001 WSDOT GSP)

Repair of Damage

Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.14, Responsibility for Damage

*(*****)*

Supplement this section with the following:

All references to the term "WSDOT" in this section shall be revised to read "Contracting Agency." All references to "Risk Management Office, PO Box 47418, Olympia, WA 98504-7418" shall be revised to read "Benton County Risk Management Office, 7122 W. Okanogan Place, Bldg. A, Kennewick WA 99336."

1-07.18, Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18, Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor’s completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers’ Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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1-07.18(5)C Workers’ Compensation

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.24, Rights of Way

(July 23, 2015 APWA GSP)

Delete this section in its entirety, and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor’s construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor’s attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

SECTION 1-08, PROSECUTION AND PROGRESS

Add the following new section:

1-08.0, Preliminary Matters *(May 25, 2006 APWA GSP)*

Add the following new section:

1-08.0(1), Preconstruction Conference *(October 10, 2008 APWA GSP)*

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.

5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.3, General Requirements

1-08.3(2)A, Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit *****1***** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

*(*****)*

Supplement this section with the following:

The contractor shall perform and complete all edge repair work in BST Area 7 prior to commencing with bituminous surface treatment operations in BST Area 6.

*(*****)*

Notice to Proceed Date

A Notice to Proceed Date for this project shall be given on or after May 03, 2022.

1-08.5 Time for Completion

(November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

(March 13, 1995 WSDOT GSP)

Supplement this section with the following:

This project shall be physically completed within *** 35 *** working days.

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.9, Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13, Claims Resolution

1-09.13(3), Claims \$250,000 or Less

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration

(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-10, TEMPORARY TRAFFIC CONTROL

1-10.2, Traffic Control Management

1-10.2(1) General

Section 1-10.2(1) is supplemented with the following:

(January 10, 2022)

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
<https://www.nwlett.edu>

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
<https://www.esc.org>

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701
<https://altssa.com/training>

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
<https://www.integritysafety.com>

US Safety Alliance
(904) 705-5660
<https://www.ussafetyalliance.com>

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndsolutions.net>

1-10.2(2), Traffic Control Plans

(*****)

Supplement this section with the following:

The Contractor shall submit a traffic control plan prior to commencing operations. The plan is to be used as a guide only and each roadway shall be reviewed for placement of applicable signs.

1-10.3, Traffic Control Labor, Procedures, and Devices

1-10.3(1), Traffic Control Labor

(*****)

Supplement this section with the following:

Traffic control required for this contract shall include furnishing, installation and maintenance of all Temporary Class B construction signs, and all associated flagging for Benton County roads.

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

(August 2, 2004, WSDOT GSP)

Supplement this section with the following:

The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

SECTION 3-04 ACCEPTANCE OF AGGREGATE

3-04.1 Description

(*****)

The second sentence of the third paragraph is deleted.

Revise the fourth paragraph to read:

All aggregate will be accepted by Nonstatistical Evaluation.

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-02, BITUMINOUS SURFACE TREATMENTS

5-02.1 Description

(*****)

Supplement this section with the following:

The work shall consist of approximately 78.70 miles of bituminous surface treatment (BST) and about 34.87 miles of edge repair.

5-02.3, Construction Requirements

5-02.3(2)B, Seal Coats

(*****)

Supplement this section with the following:

Pavement Repair

Benton County maintenance forces will have their pavement repair; crack seal, road patches, and pre-leveling completed prior to the Notice to Proceed Date.

Power Brooming

All roads listed on the Benton County Road lists shall be power broomed, by the Contractor, prior to BST or edge repair placement. The Contractor shall wet roadways within residential areas prior to any power brooming operations. During all power brooming operations, the Contractor shall provide a pilot vehicle equipped with signs and warning lights to alert traffic of their operations.

5-02.3(3), Application of Asphalt Emulsion and Aggregate

(*****)

Supplement this section with the following:

The grade of emulsified asphalt to be used for bituminous surface treatment (BST) Seal Coats shall be *** CRS-2P ***.

The grade of emulsified asphalt to be used for bituminous surface treatment Edge Repair shall be ***HFE-150***

(*****)

Delete the existing “Application Rate” table and add the following “Application Rate” table, under “Seal Coats,” on page 5-17:

	Undiluted Emulsified Asphalt (gal. per sq.yd.) Applied	Aggregate Size	Aggregate Application Rate (lbs. per sq. yd.)
3/8 inch – No. 4	0.35	3/8 inch – No. 10	20-30

Crushed Surfacing Top Course	0.45	3/4 Inch Minus	30-35
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Rates shall apply to all County Roads unless directed otherwise by County Personnel.

5-02.3(5), Application of Aggregates

(*****)

Supplement this section with the following:

Power and Pickup Brooming

All roads listed on the Benton County Road list shall be power broomed, by the Contractor seven (7) days after completion of BST or edge repair placement. Where lawns or hard surfaced driveways are adjacent to the roadway, the Contractor shall broom material in a method that rock will not enter adjacent lawns or hard surfaced driveways. Rock entering adjacent lawns or hard surfaced driveways due to power brooming operations shall be removed by the Contractor at their own expense. During all power brooming operations, the Contractor shall provide a pilot vehicle equipped with signs and warning lights to alert traffic of their operations.

All roads listed on the Benton County Road list marked for Pickup Broom or including curb and gutter shall be swept with a pickup broom by the Contractor. Materials from pickup brooming shall become the property of the Contractor and they shall dispose of these materials in accordance with Section 2-03.3(7)C as amended.

5-02.4, Measurement

(*****)

Supplement this section with the following:

Average Pavement Width

Widths shown on the road lists for Benton County are average widths only. The actual widths, widenings, and intersections will be adjusted in the field and paid for at the unit contract prices for the bid items involved.

5-02.5, Payment

(December 2, 2014 Benton County GSP)

Supplement this section with the following:

All costs to perform power and pickup brooming for Benton County shall be included in the unit contract prices for the various bid items of work.

(*****)

Supplement this section with the following:

“Furnishing and Placing Crushed 3/8 inch – No. 10,” per ton.

The unit Contract price per ton for “Furnishing and Placing Crushed 3/8 inch – No. 10” shall be full pay for all costs to perform the specified Work including furnishing, transporting, and placing the material in the finished Work.

“Furnishing and Placing Crushed Surfacing Top Course For Edge Repair,” per ton.
The Unit Contract Price per ton for “Furnishing and Placing Crushed Surfacing Top Course For Edge Repair” shall be full pay for all costs to perform the specified Work including furnishing, transporting, and placing the material in the Finished Work.

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

SECTION 8-22, PAVEMENT MARKING

8-22.1, Description
(*****)

Supplement this section with the following:

This work consists of pavement marking with paint with the following approximate quantities:

Centerline Miles	47.94
Edgelines Miles	64.37

These quantities are approximate only and to be used by the Contractor to estimate the amount of work involved.

8-22.2, Materials
(*****)

Supplement this section with the following:

1. Markings material to include 30% glass beads.

8-22.3, Construction Requirements
(March 12, 2014 Benton County GSP)

Supplement this section with the following:

The Benton County Engineer will determine the final center paint line type. The Contractor shall notify the Project Engineer at (509) 786-5611 a minimum of five working days prior to placement of any roadway centerline markings. Any centerline paint line constructed without prior approval of the Benton County Engineer may be required to be removed at the Contractor’s expense.

SECTION 8-23, TEMPORARY PAVEMENT MARKINGS

8-23.1, Description

(*****)

Supplement this section with the following:

The Contractor shall furnish and install temporary pavement markers on County Roads where pavement markings have been covered or removed. The Contractor shall also install temporary pavement markers on County culvert crossings, which shall be marked with a perpendicular hatch in white paint on the pavement edge.

8-23.4, Measurement

(December 2, 2014 Benton County GSP)

Revise this section with the following:

There will be no measurement for temporary pavement markings.

8-23.5, Payment

(*****)

Revise this section to read:

All costs for Temporary Pavement Markings – Short Term shall be incidental to the cost of respective permanent pavement markings in Section 8-22.

DIVISION 9 MATERIALS

SECTION 9-03, AGGREGATES

9-03.4 Aggregate for Bituminous Surface Treatment

9-03.4(1), General Requirements

(*****)

Supplement this section with the following:

All aggregate shall be from a basalt source.

9-03.9, Aggregates for Ballast and Crushed Surfacing

(*****)

3/8" - #10

The grading requirements for 3/8" - #10 are as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/4" square	100
5/8" square	90-100
U.S. No. 4	30-56
U.S. No. 10	0-10
U.S. No. 200	0-1.5
% Fracture	75 min.
Sand Equivalent	40 min.

APPENDICES

(January 2, 2012 WSDOT GSP)

The following appendix is attached and made a part of this contract:

APPENDIX A:

Wage Rates – Washington State

APPENDIX B:

Benton County Road Listings and Area Maps

(January 10, 2022)

Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 13, 2021, is made a part of this contract.

The Standard Plans are revised as follows:

B-90.40

Valve Detail – DELETED

C-8

DELETED

C-8A

DELETED

C-20.10

Note 1: "Refer to Standard Plan C-1b and C-20.11 for additional details not shown on this plan." is revised to read: "Refer to Standard Plan C-1b for additional details not shown on this plan."

C-60.10

Sheet 1, ADD Note: NOTE: STEEL WELDED WIRE REINFORCEMENT DEFORMED FOR CONCRETE MAY BE SUBSTITUTED FOR REINFORCING STEEL IN ACCORDANCE WITH STANDARD SPECIFICATION, SECTION 6-10.3

Sheet 2, New Note 5: The connecting pin may be fabricated with a forged head as shown on Standard Plan C-60.15.”

C-60.80
DELETED

C-85.16
DELETED

C-85.20
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

G-90.11
DELETED

G-90.40
DELETED

J-10.16
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.26
Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” IS REVISED TO READ: “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ ¾” (IN) Diam. Torque Clamping Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ ¾” (IN) Diam. Torque Clamping Bolts (see Note 1)”
Detail F, callout, “¾” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Four Required (See Note 4)” is revised to read; “¾” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Three Required (See Note 2)”

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½"
(IN) DIAM.

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER"
is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-01.....8/17/21
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.40-01.....8/17/21
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	A-60.40-00.....8/31/07
B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-03.....8/17/21
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-02.....8/17/21	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-02.....8/17/21	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-03.....8/17/21	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-02.....8/17/21
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	

B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
B-30.40-03.....2/27/18		
C-1.....9/9/20	C-22.16-07.....9/16/20	C-60.70-00.....9/24/20
C-1b.....9/9/20	C-22.40-08.....9/16/20	C-60.80-00.....8/17/21
C-1d.....10/31/03	C-22.45-05.....9/16/20	C-70.15-00.....8/17/21
C-2c.....8/12/19	C-23.60-04.....7/21/17	C-70.10-03.....8/20/21
C-4f.....8/12/19	C-24.10-02.....8/12/19	C-75.10-02.....9/16/20
C-6a.....10/14/09	C-25.20-07.....8/20/21	C-75.20-03.....8/20/21
C-7.....6/16/11	C-25.22-06.....8/20/21	C-75.30-03.....8/20/21
C-7a.....6/16/11	C-25.26-05.....8/20/21	C-80.10-02.....9/16/20
C-8.....2/10/09	C-25.30-01.....8/20/21	C-80.20-01.....6/11/14
C-8a.....7/25/97	C-25.80-05.....8/12/19	C-80.30-02.....8/20/21
C-20.10-07.....8/20/21	C-60.10-01.....9/24/20	C-80.40-01.....6/11/14
C-20.14-04.....8/12/19	C-60.15-00.....8/17/21	C-85.10-00.....4/8/12
C-20.15-02.....6/11/14	C-60.20-00.....9/24/20	C-85.11-01.....9/16/20
C-20.18-03.....8/12/19	C-60.30-01.....8/17/21	C-85.15-02.....8/27/21
C-20.40-08.....8/20/21	C-60.40-00.....8/17/21	C-85-18-02.....8/20/21
C-20.41-03.....8/20/21	C-60.45-00.....8/17/21	
C-20.42-05.....7/14/15	C-60.50-00.....8/17/21	
C-20.45.02.....8/12/19	C-60.60-00.....8/17/21	
D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-10.10-01.....12/2/08
D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.15-01.....12/2/08
D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.20-01.....8/7/19
D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.25-01.....8/7/19
D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.30-00.....7/8/08
D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.35-00.....7/8/08
D-2.46-02.....8/13/21	D-3.11-03.....6/11/14	D-10.40-01.....12/2/08
D-2.60-00.....11/10/05	D-3.15-02.....6/10/13	D-10.45-01.....12/2/08
D-2.62-00.....11/10/05	D-3.16-02.....5/29/13	
D-2.64-01.....1/6/09	D-3.17-02.....5/9/16	
D-2.66-00.....11/10/05	D-4.....12/11/98	
D-2.68-00.....11/10/05	D-6.....6/19/98	
E-1.....2/21/07	E-4.....8/27/03	
E-2.....5/29/98	E-4a.....8/27/03	
F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-03.....8/13/21
F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
G-10.10-00.....9/20/07	G-26.10-00.....7/31/19	
G-20.10-03.....8/20/21	G-30.10-04.....6/23/15	
G-22.10-04.....6/28/18	G-50.10-03.....6/28/18	
G-24.10-00.....11/8/07	G-90.10-03.....7/11/17	
G-24.20-01.....2/7/12	G-90.20-05.....7/11/17	
G-24.30-02.....6/28/18	G-90.30-04.....7/11/17	
G-24.40-07.....6/28/18	G-95.10-02.....6/28/18	
G-24.50-05.....8/7/19	G-95.20-03.....6/28/18	

G-24.60-05.....6/28/18	G-95.30-03.....6/28/18	
G-25.10-05.....9/16/20		
H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-02.....8/17/21
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-02.....8/17/21
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
J-10.16-02.....8/18/21	J-28.60-03.....8/27/21	J-75.41-01.....6/29/16
J-10.17-02.....8/18/21	J-28.70-03.....7/21/17	J-75.45-02.....6/1/16
J-10.18-02.....8/18/21	J-29.10-01.....7/21/16	J-80.10-01.....8/18/21
J-10.20-04.....8/18/21	J-29.15-01.....7/21/16	J-80.12-00.....8/18/21
J-10.21-02.....8/18/21	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
J-10.22-02.....8/18/21	J-30.10-00.....6/18/15	J-81.10-02.....8/18/21
J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-86.10-00.....6/28/18
J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.10-03.....6/28/18
J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.20-03.....6/28/18
J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.21-02.....6/28/18
J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	J-90.50-00.....6/28/18
J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
J-28.26-01.....12/02/08		
J-28.30-03.....6/11/14		

K-70.20-01.....6/1/16	K-80.35-01.....9/16/20	
K-80.10-02.....9/25/20	K-80.37-01.....9/16/20	
K-80.20-00.....12/20/06		
K-80.32-00.....8/17/21		
K-80.34-00.....8/17/21		
L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.10-01.....5/21/08
L-20.10-03.....7/14/15	L-40.20-02.....6/21/12	L-70.20-01.....5/21/08
L-30.10-02.....6/11/14		
M-1.20-04.....9/25/20	M-11.10-03.....8/7/19	M-40.20-00.....10/12/07
M-1.40-03.....9/25/20	M-12.10-02.....9/25/20	M-40.30-01.....7/11/17
M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
M-2.20-03.....7/10/15	M-20.10-03.....9/25/20	M-40.60-00.....9/20/07
M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-03.....8/17/21
M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-03.....8/17/21
M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	

WAGE RATES

APPENDIX A:

STATE WAGE RATES

For Construction of:

**2022 Bituminous Surface Treatment
Area 6 and Edge Repair**

CE 2133 S.M.P

PUBLIC WORKS DEPARTMENT



Bid No: CB22-04

APPENDIX A

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

The Department of Labor & Industries prevailing wage rate website is <http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

The effective date to use is April 7, 2022.

The public works project is located in `Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Public Works Department, 620 Market Street, Prosser, WA or at the Public Services Building, 102206 Wiser Parkway, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Public Works Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at publicworks@co.benton.wa.us

BENTON COUNTY ROAD LISTINGS AND MAPS

APPENDIX B:

2022 Bituminous Surface Treatment Area 6 and Edge Repair

C.E. 2133 S.M.P.

PUBLIC WORKS DEPARTMENT



Bid No: CB22-04

BITUMINOUS SURFACE TREATMENT SEAL COAT 3/8" #10 2022
 AREA #6 MAP A

CRS-2P application rate of 0.35 gal./sq.yd.

Rd No.	ACC	Road Name	From	To	Length (Mi)	Width (Ft)	(Sq Yd)	CRS-2P (Ton)	Pickup Broom
76920	ACC	01ST AVE, E	VERBENA ST	END OF ROAD	0.02	24	282	0.41	
76940	ACC	02ND AVE, E	VERBENA ST	END OF ROAD	0.02	24	282	0.41	
76900	ACC	03RD AVE, E	OAK ST, S - CITY	YEW ST, S	0.50	24	7,096	10.35	
76900	ACC	03RD AVE, E	YEW ST, S	END COUNTY ROAD	0.31	22	3,949	5.76	
76320	ACC	07TH AVE, E	KENNEWICK CITY LIMITS	YEW ST, S	0.25	22	3,252	4.74	
76320	ACC	07TH AVE, E	YEW ST, S	END 18' WIDTH	0.47	18	4,953	7.22	
76320	ACC	07TH AVE, E	BEGIN 28' WIDTH	HAVANA ST, S	0.05	28	871	1.27	
76500	ACC	10TH AVE, E	BEGIN COUNTY ROAD	YEW ST, S	0.06	12	451	0.66	
76500	ACC	10TH AVE, E	YEW ST, S	END COUNTY ROAD	1.05	18	11,130	16.23	
75000	ACC	13TH AVE, E	GUM ST, S	HAWTHORNE ST, S	0.13	18	1,341	1.96	X
75000	ACC	13TH AVE, E	PULLMAN RD	END OF ROAD	0.13	24	1,830	2.67	
74960	ACC	14TH AVE, E	GUM ST, S	END OF ROAD	0.18	20	2,089	3.05	X
78240	ACC	14TH PLE	CUL-DE-SAC	CUL-DE-SAC	0.11	28	1,807	2.64	
74880	ACC	15TH AVE, E	CEDAR ST, S	GUM ST, S	0.26	28	4,271	6.23	X
74880	ACC	15TH AVE, E	GUM ST, S	CUL-DE-SAC	0.20	28	3,302	4.82	X
74910	HMA	15TH PL, E	CUL-DE-SAC	CUL-DE-SAC	0.19	28	3,121	4.55	
72170	HMA	16TH AVE, E	BEGIN COUNTY ROAD	E 15TH AVE.	0.35	28	5,749	8.38	
74000	ART	19TH AVE, E	WASHINGTON ST, S - CITY	END 22' WIDTH	0.05	22	594	0.87	X
74000	ART	19TH AVE, E	BEGIN 25' WIDTH	OAK ST, S	0.93	24	13,151	19.18	X
78600	ACC	22ND AVE, E	HANEY RD	LOCUST	0.39	20	4,576	6.67	
74800	ACC	23RD AVE, E	WASHINGTON ST, S - CITY	OAK ST, S	0.89	28	14,620	21.32	X
75810	ART	25TH AVE, E	27TH AVE, E	END 25' WIDTH	0.65	24	9,096	13.26	X
75810	ART	25TH AVE, E	BEGIN 22' WIDTH	SR-397	0.16	24	2,239	3.26	X
74760	ACC	26TH AVE, E	GUM ST, S	END COUNTY ROAD	0.11	20	1,291	1.88	X
75800	ART	27TH AVE, E	KENNEWICK CITY LIMITS	OAK ST, S	0.92	38	20,443	29.81	X
75800	ART	27TH AVE, E	OAK ST, S	25TH AVE, E	0.43	24	6,097	8.89	X
74860	ACC	30TH AVE, E	REDWOOD ST, S	END COUNTY ROAD	0.32	24	4,562	6.65	X
71400	ACC	36TH AVE, E	KENNEWICK CITY LIMITS	END COUNTY ROAD	0.29	16	2,675	3.90	
71400	ACC	36TH AVE, E	SPRUCE ST, S	END COUNTY ROAD	0.23	24	3,224	4.70	X
72020	ACC	44TH AVE, E	BEGIN COUNTY ROAD	END COUNTY ROAD	0.04	20	469	0.68	
71990	ART	45TH AVE, E	BEGIN COUNTY ROAD	OAK ST, S	0.30	24	4,224	6.16	
72820	ACC	47TH	OAK ST	S. JUNIPER ST	0.26	24	3,661	5.34	
78200	ACC	50TH PL E	FINLEY RD	END OF ROAD	0.10	24	1,408	2.05	
77900	ACC	59TH AVE, E	BEGIN COUNTY ROAD	LEMON DR	0.28	18	2,957	4.31	
77620	ACC	73RD AVE, E	CUL-DE-SAC	FREMONT ST, S	0.14	24	1,915	2.79	
78720	ACC	ALICE ST	GERTRUDE ST	STEVENS DR	0.11	24	1,549	2.26	

CRS-2P application rate of 0.35 gal./sq.yd.

Rd No.	ACC	Road Name	From	To	Length (Mi)	Width (Ft)	(Sq Yd)	CRS-2P (Ton)	Pickup Broom
72630	ACC	BEECH ST, S	BEGIN COUNTY ROAD	19TH AVE, E	0.11	20	1,255	1.83	X
76100	ACC	BERNATH RD	YEW ST, S	SR-397	0.52	23	7,017	10.23	
78260	ART	BOWLES RD	OAK ST, S	BNSF	2.24	24	31,596	46.08	
78260	ART	BOWLES RD	BNSF	SR-397	0.09	18	972	1.42	
78260	ART	BOWLES RD	SR-397	END COUNTY ROAD	1.26	32	23,654	34.50	X
78280	ACC	BOWLES Y - OAK	OAK ST, S	BOWLES RD	0.03	24	394	0.57	
78500	ACC	BRYSON BROWN RD	SR-397	FINLEY RD	1.76	24	24,767	36.12	
75590	ACC	CARLSON RD	BEGIN COUNTY ROAD	BOWLES RD	0.42	18	4,382	6.39	
72150	ACC	CEDAR ST, S	BEGIN COUNTY ROAD	27TH AVE, E	0.19	20	2,229	3.25	X
72150	HMA	CEDAR ST, S	E. 16TH AVE.	E. 15TH AVE.	0.07	24	986	1.44	
78100	ACC	COCHRAN RD	GERARDS RD	BNSFRR	1.16	20	13,552	19.76	
78100	ACC	COCHRAN RD	BNSFRR	SR-397	0.04	22	542	0.79	
78100	ACC	COCHRAN RD	SR-397	FINLEY RD	0.32	24	4,506	6.57	
78100	ACC	COCHRAN RD	FINLEY RD	END OF ROAD	1.03	22	13,294	19.39	
48900	ACC	COUGAR RD	NINE CANYON RD	PT CURVE RT/END COUNTY RD	0.17	26	2,624	3.83	
75650	ACC	DAGUE RD	BEGIN COUNTY ROAD	BOWLES RD	0.25	24	3,492	5.09	
75650	ACC	DAGUE RD	BOWLES RD	PERKINS RD	0.51	20	5,972	8.71	
78650	ACC	DONELSON RD	FINLEY RD	END OF ROAD	0.61	20	7,157	10.44	
77950	ACC	DUNHAM RD	GAME FARM RD	59TH AVE, E	0.13	18	1,373	2.00	
72050	ACC	ELM ST, S	15TH AVE, E	END COUNTY ROAD	0.06	20	704	1.03	X
77680	ACC	ERICKSON RD	NINE CANYON RD	END COUNTY ROAD	0.42	22	5,460	7.96	
72090	ACC	FIR ST, S	15TH AVE, E	END COUNTY ROAD	0.06	20	704	1.03	X
49550	ART	FINLEY RD	BEGIN PAVEMENT	SR-397 RIGHT OF WAY	2.57	20	30,155	43.98	
49550	ART	FINLEY RD	SR-397	GAME FARM RD	1.07	25	15,693	22.89	
49550	ART	FINLEY RD	GAME FARM RD	SR-397	0.19	32	3,567	5.20	
49550	ART	FINLEY RD	SR-397	SCHUSTER RD	4.35	25	63,800	93.04	
49550	ACC	FINLEY RD	HAVANA	SR-397	0.09	22	1,162	1.69	
77610	ACC	FREMONT ST, S	BEGIN COUNTY ROAD	TERRIL RD	0.51	24	7,181	10.47	
75300	ACC	GAME FARM RD	BEG COUNTY RD	OAK ST, S	0.58	20	6,758	9.86	
75300	ACC	GAME FARM RD	OAK ST, S	END 20' WIDTH	0.57	20	6,711	9.79	
75300	ACC	GAME FARM RD	BEGIN 25' WIDTH	END COUNTY RD	0.45	26	6,879	10.03	
75300	ART	GAME FARM RD	HANEY RD	FINLEY RD	1.01	30	17,794	25.95	
75300	ART	GAME FARM RD	FINLEY RD	MORTON RD	0.11	30	1,936	2.82	
75300	ART	GAME FARM RD	SR-397	END OF ROAD	0.69	22	8,906	12.99	
78050	ACC	GERARDS RD	BEGIN COUNTY ROAD	COCHRAN RD	0.34	20	3,966	5.78	
78050	ACC	GERARDS RD	COCHRAN RD	BOWLES RD	0.51	20	5,937	8.66	
78770	ACC	GERTRUDE ST	FINLEY RD	ALICE ST	0.07	24	986	1.44	
72030	ACC	GUM ST, S	CITY LIMITS	36TH AVE, E	0.14	28	2,300	3.35	
72030	ACC	GUM ST, S	36TH AVE, E	END 22' WIDTH	0.53	22	6,802	9.92	

CRS-2P application rate of 0.35 gal./sq.yd.

Rd No.	ACC	Road Name	From	To	Length (Mi)	Width (Ft)	(Sq Yd)	CRS-2P (Ton)	Pickup Broom
72030	ACC	GUM ST, S	BEGIN 20' WIDTH	23RD AVE, E	0.23	20	2,722	3.97	
72030	ACC	GUM ST, S	23RD AVE, E	KENNEWICK CITY LIMITS	0.69	22	8,931	13.02	
76400	ART	HANEY RD	GAME FARM RD	END 25' WIDTH	1.08	24	15,235	22.22	
76400	ART	HANEY RD	BEGIN 22' WIDTH	SR-397	0.25	24	3,534	5.15	
76400	ACC	HANEY RD	SR-397	FINLEY RD	1.10	24	15,544	22.67	
76400	ACC	HANEY RD	FINLEY RD	MATZAT RD	0.34	18	3,580	5.22	
76420	ACC	HANEY Y - BOWLES	BOWLES RD	HANEY RD	0.04	24	620	0.90	
76430	ACC	HANEY Y - BRYSON BR.	BRYSON BROWN RD	HANEY RD	0.05	24	704	1.03	
76310	ACC	HAVANA ST, S	SCHUSTER RD	END 19' WIDTH	0.43	18	4,520	6.59	
76310	ACC	HAVANA ST, S	BEGIN 28' WIDTH	07TH AVE, E	0.08	28	1,265	1.84	
74610	ACC	HAWTHORNE ST, S	CUL-DE-SAC	27TH AVE, E	0.13	22	1,678	2.45	X
74610	ACC	HAWTHORNE ST, S	13TH AVE, E	14TH AVE, E	0.05	19	557	0.81	X
75730	ACC	HEDGES RD	PERKINS RD	END OF ROAD	0.22	28	3,614	5.27	
77110	ACC	HOVER RD	MEALS RD	END OF ROAD	0.90	20	10,560	15.40	
71500	ACC	S. JUNIPER ST	E 45TH AVE	47TH	0.14	24	1,957	2.85	
78230	ACC	KEYSTONE ST S	FINLEY RD	14TH AVE, E	0.10	24	1,408	2.05	
74370	ACC	KINGWOOD ST	44TH AVE, E	END 21' WIDTH	0.12	22	1,600	2.33	
74370	ACC	KINGWOOD ST	BEGIN 28' WIDTH	GUM ST, S	0.29	28	4,698	6.85	
78690	ACC	KIRBY RD	22ND AVE, E	FINLEY RD	0.08	20	939	1.37	
77760	ACC	LECHELT RD	SR-397	END OF ROAD	0.98	18	10,349	15.09	
77910	ACC	LEMON DR	GAME FARM RD	59TH AVE, E	0.13	20	1,525	2.22	
78250	ACC	LEXINGTON ST S	FINLEY RD	14TH AVE, E	0.11	28	1,807	2.64	
77490	ACC	LINCOLN ST	BEGIN COUNTY ROAD	MAIN ST	0.04	24	563	0.82	
78610	ACC	LOCUST LN	BEGIN COUNTY ROAD	FINLEY RD	0.12	20	1,408	2.05	
48870	ACC	LOWER BLAIR RD	BEGIN COUNTY ROAD	END OF ROAD	0.02	24	282	0.41	
77480	ACC	MAIN ST	NINE CANYON RD	MORTON RD	0.28	28	4,599	6.71	
76410	ACC	MATZAT RD	FINLEY RD	HANEY RD	0.28	20	3,285	4.79	
49770	ART	MEALS RD	BEGIN PAVEMENT	HOVER RD	5.38	24	75,750	110.47	
49770	ART	MEALS RD	HOVER RD	CURVE TO LT	1.07	25	15,664	22.84	
49770	ART	MEALS RD	CURVE TO LT	PIERT RD	1.29	25	18,964	27.66	
48590	ART	MILLS RD	NINE CANYON RD	END OF ROAD	0.11	24	1,549	2.26	
77410	ACC	MORTON RD	SR-397	GAME FARM RD	1.17	24	16,474	24.02	
74670	ACC	MYRTLE ST, S	BEGIN COUNTY ROAD	END COUNTY ROAD	0.38	23	5,127	7.48	X
48910	ART	NINE CANYON RD	End of Area 5 BST MP 1.949	GAME FARM RD	11.07	28	181,843	265.19	
76130	ART	OAK ST, S	BOWLES RD	27TH AVE, E	0.89	24	12,531	18.27	
76130	ART	OAK ST, S	27TH AVE, E	CANAL	0.61	24	8,631	12.59	
76130	ACC	OAK ST, S	GAME FARM RD	BOWLES RD	1.12	23	15,113	22.04	
78180	ACC	PIDCOCK RD	HANEY RD	END OF ROAD	0.38	22	4,905	7.15	
77210	ACC	PIERT RD	BEGIN COUNTY ROAD	MEALS RD	1.05	22	13,552	19.76	

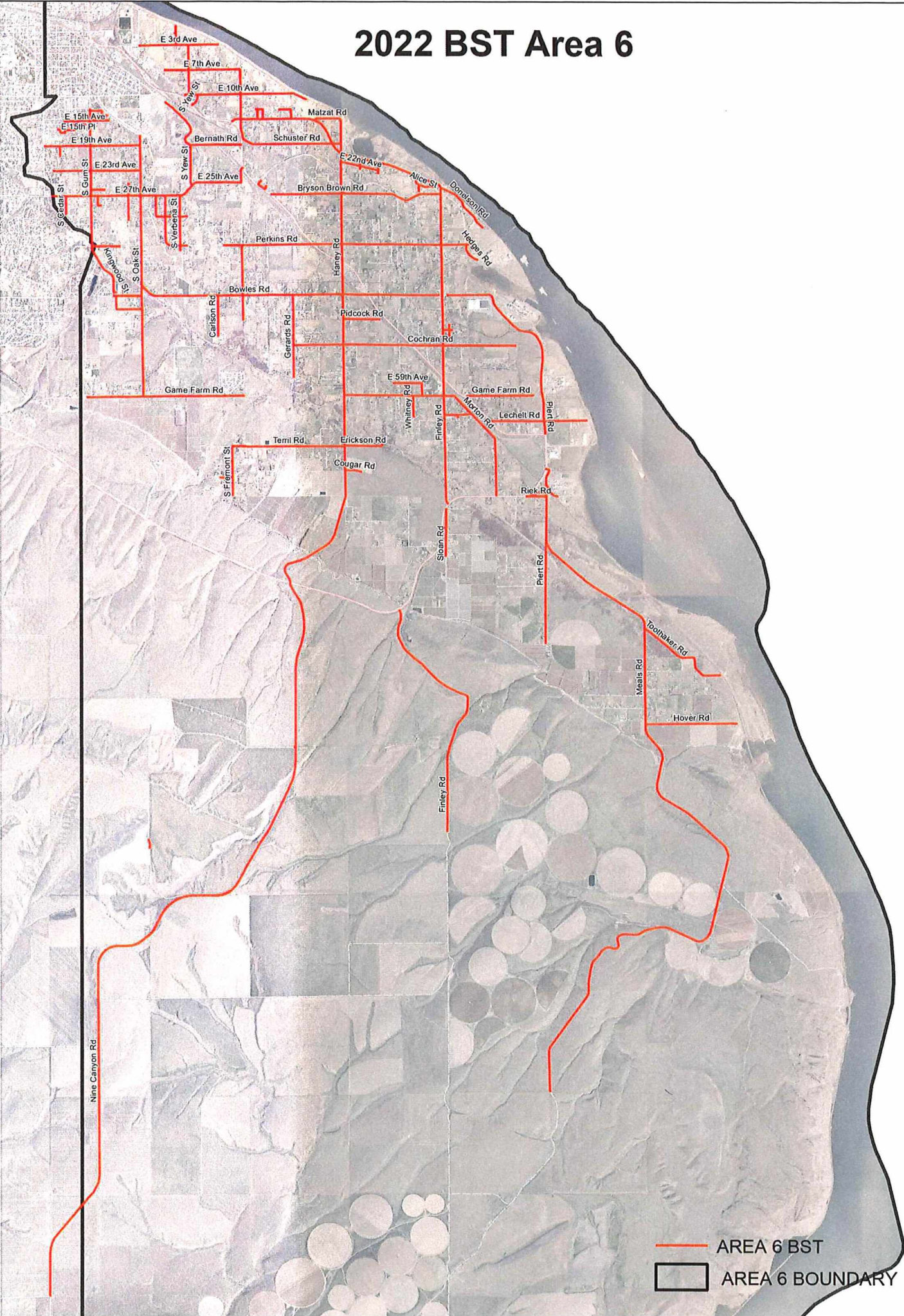
CRS-2P application rate of 0.35 gal./sq.yd.

Rd No.	ACC	Road Name	From	To	Length (Mi)	Width (Ft)	(Sq Yd)	CRS-2P (Ton)	Pickup Broom
77210	ACC	PIERT Y - MEALS	PIERT RD	MEALS RD	0.02	24	282	0.41	
77210	ACC	PIERT RD	MEALS	RIEK RD	0.45	25	6,600	9.63	
77220	ACC	PIERT RD	RIEK RD	SR-397	0.20	26	3,051	4.45	
77220	ACC	PIERT RD	SR-397	BOWLES RD	1.68	32	31,539	45.99	
75720	ACC	PERKINS RD	PRIVATE RD	DAGUE RD	0.13	24	1,802	2.63	
75720	ACC	PERKINS RD	DAGUE RD	SR-397	0.72	22	9,306	13.57	
75720	ACC	PERKINS RD	SR-397	END COUNTY RD	1.64	24	23,091	33.67	
78270	ACC	PULLMAN ST	FINLEY RD	13TH AVE, E	0.10	24	1,408	2.05	
78210	ACC	QUINN ST	CUL-DE-SAC	CUL-DE-SAC	0.17	24	2,394	3.49	
74850	ACC	REDWOOD ST, S	30TH AVE, E	27TH AVE, E	0.21	24	2,943	4.29	X
77280	ACC	RIEK RD	CUL-DE-SAC	PIERT RD	0.18	20	2,112	3.08	
76300	ACC	SCHUSTER RD	FINLEY RD	HANEY RD	1.21	20	14,197	20.70	
78730	ACC	SHORT AVE	STEVENS DR	ALICE ST	0.08	24	1,126	1.64	
77330	ACC	SLOAN RD	BEGIN COUNTY ROAD	SR-397	0.54	22	6,970	10.16	
77340	ACC	SLOAN CT	SLOAN RD	END OF ROAD	0.16	22	2,065	3.01	
74870	ACC	SPRUCE ST, S	36TH AVE, E	27TH AVE, E	0.48	25	7,025	10.25	X
78710	ACC	STEVENS DR	ALICE ST	FINLEY RD	0.11	24	1,549	2.26	
77290	ACC	STRAIGHTBANK RD	SR-397	END OF ROAD	0.38	22	4,905	7.15	
77600	ACC	TERRIL RD	BEGIN COUNTY ROAD	NINE CANYON RD	1.15	25	16,867	24.60	
77130	ACC	TOOTHAKER RD	MEALS RD	END OF ROAD	1.00	26	15,253	22.24	
48850	ACC	UPPER BLAIR RD	NINE CANYON RD	END OF ROAD	0.06	24	845	1.23	
74890	ACC	VERBENA ST, S	BEGIN COUNTY ROAD	27TH AVE, E	0.56	25	8,213	11.98	X
74890	ACC	VERBENA ST, S	3RD AVE, E	END OF ROAD	0.20	20	2,347	3.42	
77510	ACC	WHITNEY RD	CUL-DE-SAC	GAME FARM RD	0.23	24	3,238	4.72	
75100	ACC	YEW ST, S	27TH AVE, E	10TH AVE, E	1.29	25	18,920	27.59	
75100	ACC	YEW ST, S	10TH AVE, E	03RD AVE, E	0.55	24	7,744	11.29	
TOTALS								1,175,065	1,713.64

82.36

1,175,065 1,713.64

2022 BST Area 6



— AREA 6 BST
— AREA 6 BOUNDARY





2022 EDGE REPAIR ROADS

ROAD NAME	ROAD NUMBER	BEGIN MP	END MP	ROAD MILES
SE 1st Place	11640	0	0.23	0.23
SE 2nd	11680	0	0.27	0.27
SE 3rd	11660	0	0.44	0.44
Badger Road	55100	0	4.68	11.7
Badger Road	55100	10.09	11.71	1.62
Christy Road	11100	0	7.46	7.46
Cottonwood Drive	55150	0	1.75	1.75
County Well	11110	0	6.95	6.95
Dallas Road	50950	0	1.27	1.27
Goose gap Road	50150	0	1.32	1.32
Gwinn Road	16200	0	2.04	2.04
Kent Road	11200	0	0.72	0.72
Mason St.	12050	0	0.14	0.14
McNary Road	40100	0	1.54	1.54
Mitchell St.	11630	0	0.16	0.16
Nunn St.	11850	0	0.15	0.15
Olive St.	11650	0	0.15	0.15
Plymouth St.	11690	0	0.15	0.15
Reata Road	50180	0	1.57	1.57
Summit View Drive	50460	0	1.43	1.43
Wiser Parkway	55430	0	0.83	0.83
				34.87

PROPOSAL FOR BIDDING PURPOSES

For Construction of:

**2022 Bituminous Surface Treatment
Area 6 and Edge Repair**

C.E. 2133 S.M.P.

PUBLIC WORKS DEPARTMENT



Bid No: CB22-04

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
 BENTON COUNTY
 PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT		
				Dollars	Cts.	Dollars	Cts.	
1	1	LS	Mobilization					
2	1	LS	Project Temporary Traffic Control					
3	1,714	Ton	Emulsified Asphalt CRS-2P					
4	315	Ton	Emulsified Asphalt HFE-150					
5	17,700	Ton	Furnishing and Placing Crushed 3/8 Inch – No. 10					
6	2,000	Ton	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair					
7	607,200	LF	Paint Line					
8	24	HR	Additional Brooming					
9	1	LS	SPCC Plan					
GRAND TOTAL								

P R O P O S A L
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	(\$ _____) Payable to the County Treasurer of Benton County, Washington.
Proposal Bond	_____	In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). _____, _____, & _____.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

PROPOSAL
(Cont.)

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

PROPOSAL MUST BE SIGNED

CONTRACTOR'S REGISTRATION
NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY
DEPARTMENT NO. _____

FIRM NAME:

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

DATED this _____ day of _____, 20_____.

ADDRESS OF BIDDER: _____

PRINCIPAL PLACE OF BUSINESS: _____

TELEPHONE NO.: (____) _____ EMAIL _____

NOTE:

- 1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
- 2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of _____

as principal, and the _____, a corporation

duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

C.E. 2133 S.M.P. – 2022 Bituminous Surface Treatment Area 6 and Edge Repair.

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed this _____ day of _____,

(Principal)

(Surety)

(Attorney-in-fact)



Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

ProjectName _____

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work. **Only heating, ventilation and air conditioning, and plumbing work shall be shown below.**

Subcontractor Name _____

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____

Subcontractor Name _____

Work to be Performed _____



Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature: _____

Date: _____



This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, April 7th, 2022, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City (where signed)

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

CONTRACT

INFORMATION FOR THE CONTRACTOR THAT IS
AWARDED THE CONTRACT

For Construction of:

**2022 Bituminous Surface Treatment
Area 6 and Edge Repair**

C.E. 2133 S.M.P.

PUBLIC WORKS DEPARTMENT



Bid No: CB22-04

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2022, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and _____, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "**Contract Provisions and Plans, CE 2133 S.M.P. – 2022 Bituminous Surface Treatment Area 6 and Edge Repair,**" and as described in and in accordance with the State of Washington 2021 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$ _____, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:

COUNTY OF BENTON

Signature

Chairman, Board of Commissioners

Title

Attest: _____
Clerk of the Board

Date

Date

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022
Subject:	Second Contract Amendment with ICSolutions, LLC
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Ryan Lukson; Purchasing Department
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Per Resolution 2017-253 dated April 4, 2017, the Board of Commissioners approved the personal service contract between Benton County and Inmate Calling Solutions, LLC dba/ICSolutions, LLC for a five (5) year contract that will expire April 4, 2022.

Per Resolution 2017-472 dated July 11, 2017, the First Contract Amendment was necessary as both parties agreed to modify certain terms of the contract to reflect the additional equipment needed by the County, along with the corresponding changes to commission rates, and the "Cutover Date".

The attached Second Contract Amendment is necessary as both parties agree to extend the contract to September 30, 2022, and update the contract representative in Section 7, while all other provisions of the original Contract and the First Contract Amendment remain in effect.

Fiscal Impact

N/A

Recommendation

Approve the attached Resolution and Second Contract Amendment between Benton County and ICSolutions, LLC and authorize the Chairman of the Board to sign said Amendment.

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 CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND INMATE CALLING SOLUTIONS, LLC DBA/ICSOLUTIONS, LLC FOR INMATE PHONE SERVICES AND VIDEO VISITATION SYSTEM FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, per Resolution 2017-253 dated April 4, 2017, the Board of Benton County Commissioners approved the Personal Services Contract between Benton County and Inmate Calling Solutions, LLC dba/ICSolutions, LLC for inmate phone services and video visitation system; and

WHEREAS, per Resolution 2017-472 dated July 11, 2017, the First Contract Amendment was necessary as both parties agreed to modify certain terms of the contract to reflect the additional equipment needed by the County, along with the corresponding changes to commission rates, and the "Cutover Date"; and

WHEREAS, the attached Second Contract Amendment is necessary as both parties agree to modify certain terms of the Contract to reflect extending the Contract in Section 2, and updating the contract representative in Section 7, while all other provisions of the original Contract and the First Contract Amendment remain in effect; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the Second Contract Amendment to the Personal Service Contract between Benton County and Inmate Calling Solutions, LLC dba/ ICSolutions, LLC attached hereto for inmate phone services and video visitation system; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached Second Contract Amendment; and

BE IT FURTHER RESOLVED, the term of the contract shall commence upon signature of both parties and shall remain in effect until September 30, 2022 and shall automatically renew for additional one (1) month terms thereafter, until either party provides written notice to the other party of its intent of nonrenewal. Said written notice of non-renewal shall be provided at least thirty (30) days prior to Contract expiration.

Dated this _____ day of _____, 2022.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**Second Amendment to
Personal Services Contract
Between
Inmate Calling Solutions, LLC dba ICSolutions, LLC
and
Benton County, Washington**

THIS SECOND CONTRACT AMENDMENT, made and entered into this _____ day of _____, 2022 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter “**COUNTY**”), and **INMATE CALLING SOLUTIONS, LLC dba/ICSOLUTIONS, LLC** a California limited liability company with its principal offices at 2200 Danbury Street, San Antonio, TX 78217, (“hereinafter “**CONTRACTOR**”).

Recitals

Whereas, COUNTY and CONTRACTOR entered into Personal Services Contract dated April 4, 2017 (the “Contract”) whereby CONTRACTOR agrees to provide inmate telephone services and video visitation system for the Benton County Jail, as further outlined in the Contact.

Whereas, the First Contract Amendment was necessary as both parties agreed to modify certain terms of the Contract to reflect the additional equipment needed by the COUNTY along with the corresponding changes to commission rates and the “Cutover Date.”

Whereas, this Second Contract Amendment is necessary as both parties agree to modify certain terms of the Contract to reflect extending the Contract in Section 2., updating the contract representative in Section 7.

Now, therefore, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract and the First Contract Amendment shall remain in effect except the following section which is amended as follows:

- a) Section 2. **DURATION OF CONTRACT** – is hereby deleted and replaced in its entirety with the following:

The term of this Contract shall begin upon signature of both parties and the “Cutover Date” shall begin upon the date inmates within the COUNTY’S control begin placing telephone calls from the Equipment provided in Exhibit B. CONTRACTOR agrees the Cutover Date to be no more than 150 days after execution of the Contract. The Contract shall remain in effect until September 30, 2022 and shall automatically renew for additional one (1) month terms thereafter,

until either party provides written notice to the other party of its intent of non-renewal. Said written notice of non-renewal shall be provided at least thirty (30) days prior to Contract expiration.

b) Section 7. **CONTRACT REPRESENTATIVES** – Section 7.a. is hereby amended with the following:

a. For CONTRACTOR: Darryl Hughes, West Region Account Manager
2200 Danbury Street
San Antonio, TX 78217
Phone: (866) 228-4040
Email: Darryl.Hughes@icsolutions.com

[This section was intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Second Contract Amendment to be signed by their duly constituted legal representatives and is effective upon signature of both parties.

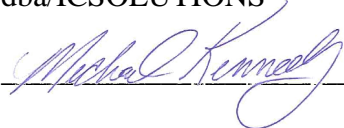
Dated: _____

Dated: _____

BENTON COUNTY


INMATE CALLING SOLUTION, LLC
dba/ICSOLUTIONS

Shon Small, Chairman
Benton County Commissioner



Print Name and Title

Approved as to Form:



Ryan J. Lukson, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	Awarding and executing a contract with Frontier Fence, Inc. for the Voting Center Fencing Project	
Presenter:	N/A	
Prepared By:	P. Schut	
Reviewed By:	R. Blain	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

Bids were solicited for the installation of fencing at the Voting Center utilizing the small works process through the MRSC Small Works Roster, and two bids were received in the amounts below:

Frontier Fence, Inc., Pasco, WA (FRONTF*258BH)	\$ 13,875.00
Stiles, Inc. DBA L&S Fencing, Yakima, WA (STILEID830CL)	\$ 21,890.21

Fiscal Impact

Amount: \$13,875.00 excluding W.S.S.T.
Fund: Elections Reserve Fund (Fund # 0111-101)

Recommendation

Award the contract for Voting Center Fence Project in an amount not to exceed \$13,875.00 to Frontier Fence, Inc., Pasco, WA, and authorize the Chairman to sign the said contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING THE CONTRACT FOR THE VOTING CENTER FENCING PROJECT TO FRONTIER FENCE, INC. OF PASCO, WA AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, bids were solicited for the installation of fencing at the Voting Center utilizing the small works process through the MRSC Rosters; and

WHEREAS, two bids were received in the amounts below:

Frontier Fence, Inc., Pasco, WA (FRONTF*258BH)	\$ 13,875.00
Stiles, Inc. DBA L&S Fencing, Yakima, WA (STILEID830CL)	\$ 21,890.21

WHEREAS, the Director of Operations and Capital Programs recommends award of the bid to Frontier Fence, Inc., Pasco, WA; and

WHEREAS, a contract has been prepared; reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division, and has been executed by Frontier Fence, Inc., Pasco, WA; and

WHEREAS, the Director of Operations and Capital Programs recommends the Chairman sign said contract;
NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Director of Operations and Capital Program’s recommendation and awards the bid for the Voting Center Fencing Project to Frontier Fence, Inc., Pasco, Washington in a not to exceed the amount of \$13,875.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County for the said contract with Frontier Fence, Inc., Pasco, WA; and

BE IT FURTHER RESOLVED, said contract expires April 30, 2022.

Dated this 22nd day of March, 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

**BENTON COUNTY
PUBLIC WORKS 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 **FRONTIER FENCE, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 2516 N Commercial Ave, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Bid Form; and
- b. Exhibit B - Drawing; and
- c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

- a. The CONTRACTOR shall install approximately 206ft (including gates) of chainlink fence inside Voting Center as per the attached Exhibit B - "Drawing". The fence will be 8ft tall with 11 gauge chainlink. Terminal & line posts will be 2-3/8th inch in size and will be secured to the surface of the current concrete floor. Top rail will be 1-5/8th inch in size. Middle brace and truss supports shall be installed as needed. We will need 5 gates w/standard gate latches installed as shown in the attached drawing.

- c. In the event that the requested work encompasses work that is legally required to be completed by another type of Contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other Contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- d. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- e. The COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- f. 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.
- g. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- h. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- i. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

are as follows:

a. For CONTRACTOR:

Name: Jose Esquivel
Address: 2516 N Commercial Ave
Pasco, WA 99301
Phone: (509) 545-1801
Email: Jose@frontierfenceinc.com

b. For COUNTY:

Name: Jeff Jones
Facilities Manager
Address: 7122 W Okanogan Place; Bldg. A
Kennewick, WA, 99336
Phone: 509) 783-3118
Email: Thomas.Jones@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid the flat amount set forth in Exhibit A, "Bid Form" 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 Thirteen Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$13,875.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.
- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the end of

the contract term the CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per contract and one Affidavit of Wages Paid per contract.
- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

- a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.
- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.
- d. For each invoiced and approved payment due to the CONTRACTOR

under this section, the COUNTY shall withhold from the earned portion of the payment (i.e. that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4) (a)-(c) for holding the retained moneys.

7. 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.

8. HOLD HARMLESS AND INDEMNIFICATION

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

subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

9. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers

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

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

b. **Commercial General Liability and Employers Liability**

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

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

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

COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of

protection afforded to the COUNTY as an additional insured.

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution 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 for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

13. 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.

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit C, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

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

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such

matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

A public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. ENTIRE AGREEMENT

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

23. NOTICES

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

24. SEVERABILITY

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

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

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

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

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. CONFIDENTIALITY

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

- This section was intentionally left blank -

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

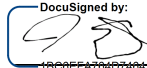
Date: _____

Date: 3/7/2022

BENTON COUNTY

FRONTIER FENCE, INC.

Chairman
Benton County Board of County
Commissioners

DocuSigned by:


Signature

Approved as to Form:

Estimator

Title:

DocuSigned by:


Jose Esquivel

B4E7673BB8A1486

Civil Deputy Prosecuting Attorney

PRINTED NAME

BID FORM

Voting Center – Chain Link Fence Project

Company Name Frontier Fence Inc

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated No addendum JE

Addendum No. 2, dated No addendum JE -

BID AMOUNT:

LUMP SUM (excluding sales tax) \$ 13,875

LUMP SUM (excluding sales tax), in words Thirteen thousand eight hundred seventy five Dollars wⁿ/100

GENERAL ACKNOWLEDGEMENT:

The undersigned hereby certifies that they have examined the location of the work outlined in the request for proposal, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this project, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this project in accordance with the said plans, specifications and contract, and the above lump sum price.

BID BOND:

The undersigned hereby certifies that a proposal guaranty in an amount of five percent (5%) of the total bid, and in one of the forms as indicated below, is attached hereby:

Cashier's Check _____

In the Amount of Six hundred ninety three and

Certified Check _____

(\$ 693.75) Payable to the 75/100
County Treasurer of Benton County, Washington.

Bid Bond _____

In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE:

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING:

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 23 day of February 2022.

COMPANY NAME: Frontier Fence Inc

AUTHORIZED SIGNATURE: 

TYPE OR PRINT NAME: Jose Esquivel

TITLE: Estimator

STREET ADDRESS: 2516 N. Commercial Ave

CITY, STATE, ZIP: Pasco, WA 99301

TELEPHONE NO.: (509) 545-1801

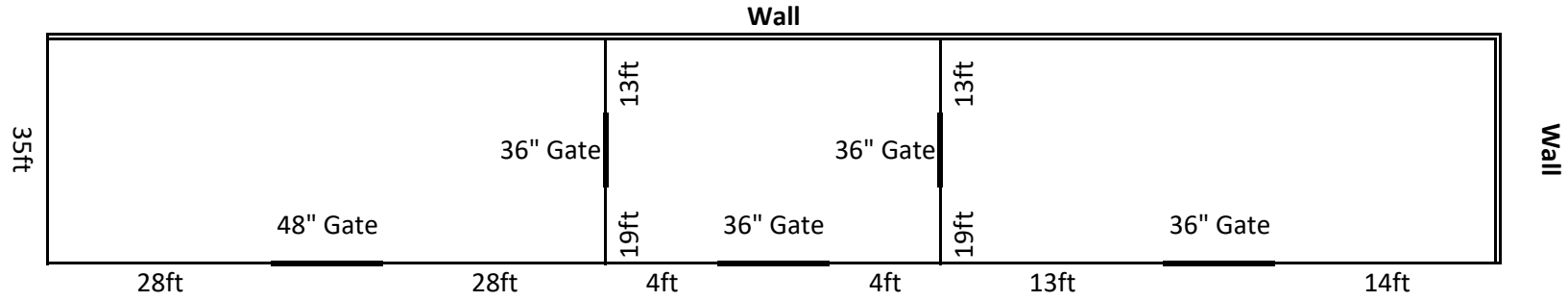
EMAIL: Jose@FrontierFenceInc.com

CONTRACTOR'S LICENSE NO.: WA FRONTFBH*258

UBI NO.: 600144110

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 386603005

Voting Center - Fence Drawing



State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

The Department of Labor & Industries prevailing wage rate website is <http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

The publication date to use is February 23, 2022. The

public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; Bldg. E Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)737-3943 or by email at Procurement@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	Authorize the rental of a Vactor Truck from AAA Equipment Company, LLC	
Presenter:		
Prepared By:	S. Christen	
Reviewed By:	D. D'Hondt	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

Resolution 2021-233 (Procurement Policy) requires solicitation of three quotes from the Vendor List for purchases or leases between \$10,000 and \$50,000. The Road Maintenance Manager has determined a need to rent a vactor truck for four months for use by the Road Department crew for road culvert maintenance activities. A solicitation was prepared and was sent to vendors on the MRSC Roster – Equipment Rental list. Three quotes were received from vendors and are compiled on the attached bid tabs.

The lowest responsible vendor was AAA Equipment Company, LLC with a total projected price of \$42,000.00 for a four-month rental.

Fiscal Impact

Amount: \$42,000 plus WSST

Fund: Road Fund

Recommendation

Approve the attached Rental Agreement for the rental of a vactor truck for use by the Benton County Public Works Department from AAA Equipment Company, LLC, Spokane, WA in an amount not to exceed \$42,000.00 plus WSST and authorize the County Engineer, or his designee, to sign the Rental Agreement at the time the machine is delivered.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE RENTAL OF A VACTOR TRUCK FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT FROM AAA EQUIPMENT COMPANY, LLC, SPOKANE, WASHINGTON

WHEREAS, per Resolution 2021-233, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

WHEREAS, per Section 2.2.3 (Purchases or Leases between \$10,000 and \$50,000), County departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase or lease is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, multiple companies were solicited to provide quotes for the rental of a vactor truck by the Benton County Public Works Department; and

WHEREAS, three quotes, listed on the attached bid tabs, were received and reviewed by the Road Maintenance Manager who recommends approving the rental agreement with AAA Equipment Company, LLC; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the Rental Agreement for the rental of a vactor truck for use by the Benton County Public Works Department from AAA Equipment Company, LLC, Spokane, WA in an amount not to exceed \$42,000.00 plus WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the County Engineer, or his designee, to sign the Rental Agreement at the time the machine is delivered.

Dated this 22nd day of March 2022.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

BENTON COUNTY VACTOR TRUCK RENTAL

Quotes due: February 23, 2022, 11:00 a.m.

Item	AAA EQUIPMENT CO. LLC				ONE.7, INC.			
	Weekly	Monthly	Other Charges	Total Bid 4 Months	Weekly	Monthly	Other Charges	Total Bid 4 Months
Vactor Truck as described in specs	\$ 3,500.00	\$ 10,500.00		\$ 42,000.00	\$ 2,870.00	\$ 10,700.00		\$ 42,800.00
Delivery charge to Kennewick			\$ -	\$ -			\$ 1,000.00	\$ 1,000.00
Pick-up charge from Kennewick			\$ -	\$ -			\$ 1,000.00	\$ 1,000.00
Environmental Fee			\$ -	\$ -			\$ -	\$ -
Any other fees								
Vehicle Permits			\$ -	\$ -			\$ -	\$ -
Damage Deposit			\$ -	\$ -			\$ -	\$ -
Additional Miles Fees			\$ -	\$ -			\$ -	\$ -
Total			\$ -	\$ 42,000.00			\$ 2,000.00	\$ 44,800.00

Item	OWEN EQUIPMENT							
	Weekly	Monthly	Other Charges	Total Bid 4 Months				
Vactor Truck as described in specs	\$ 4,400.00	\$ 12,950.00		\$ 51,800.00				
Delivery charge to Kennewick			\$ 500.00	\$ 500.00				
Pick-up charge from Kennewick			\$ 500.00	\$ 500.00				
Environmental Fee		\$ 15.95		\$ 63.80				
Any other fees								
Vehicle Permits			\$ -	\$ -				
Damage Deposit			\$ -	\$ -				
Additional Miles Fees			\$0.9/MI over 1250	\$0.9/MI over 1250				
Total			\$ 1,000.00	\$ 52,863.80				

Shannon Christen

From: Reid Hay
Sent: Friday, March 11, 2022 3:14 PM
To: Shannon Christen
Subject: Vactor Truck Rental Approval As To Form

Shannon,

I have reviewed the proposed agreement to rent a vactor truck from AAA Equipment LLC. (and the associated Resolution) and it is approved as-to-form.

Best regards,
-- Reid

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

RENTAL AGREEMENT

Customer Information

Customer Name: Benton County Phone# 509-786-5611

Customer Address: 102808 Wiser Parkway, Kennewick WA 99338

Email: shannon.christene.co.benton.wa.us, Job site: Benton County

Agreement Information

This agreement is for the following dates: _____ to _____

at the rate of \$ 10,500 (^{or} 3500 per week) per Week / Month / Year (circle one)

for the following vehicle: 2014 Vae-Con VPD4211LHA

1. RECEIPT IN GOOD CONDITION: Lessee acknowledges receipt of the leased equipment described herein and expressly declares that the equipment was in good and efficient operating condition in every respect, at the time of delivery.
2. TITLE/NEW ASSIGNMENT: Title to the equipment is and shall, at all times, remain with Lessor. There is no option to purchase contained in this agreement. Lessee shall not assign this agreement or permit the equipment leased under it to be used or operated by anyone other than its employees, or at any job site other than that contemplated at the time of this agreement was entered into.
3. TERM: The term of this agreement commences on the date and time out shown above and expires when the equipment is returned to the possession of Lessor in as good condition as it was when delivery was made to Lessee, ordinary wear and tear excepted. For good cause at any time, Lessor may at its option, terminate this agreement and, at Lessee's expense, enter upon the property where the equipment is located to retake possession of the equipment, without prior notice or demand to the Lessee. The term continues during any repairs by Lessor and neither the term nor the charges shall be abated by any period of non-use by Lessee.
4. NO WARRANTIES: Lessee acknowledges that the equipment leased under this agreement was selected by Lessee based upon its own independent personal knowledge and opinion of Lessee's needs and of the equipment and was made without reliance upon any representations made by Lessor. Lessee acknowledges the Lessor is not the manufacturer of the equipment and that LESSOR MAKES NO WARRANTIES OF ANY KIND, EITHER, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.
5. OPERATION OF EQUIPMENT: Lessee warrants that the equipment will be used at Lessee's risk, shall be operated - at all times - only by competent and qualified operators, and that the equipment will be operated and used with strict adherence to observation of the obedience of all safety laws, risk warnings, precautions, labels, decals, and customary safety practices.

6. **COMPETENT OPERATORS:** Lessee agrees that at all times following delivery the equipment leased under this agreement will be taken possession of, operated, maintained, and/or controlled only by those of its agents, employees, or other authorized personnel, who are fully qualified and properly insured to operate, and use such equipment.
7. **RENTAL RATES:** Rental rates are based on no more than an 8-hour working day, no more than a 40 hour week, and no more than a 160-hour month. Any use exceeding those periods will be charged as follows: Up to double shifts, 16 hours per day will be charged 1.5 times the 8-hour working day rate, above the double shifts will be charged at twice the 8-hour work day rate.
8. **PAYMENT TERMS/SERVICE CHARGES/ACCRUED RENTAL CHARGES:** All charges under this agreement shall be due and payable on or before the 10th day of the month immediately following the date of billing. Deposits, if any may be applied at the option of the Lessor to any rental charges, repair charges, or any other obligation of the Lessee to the Lessor. A past due service charge computed on the basis of 1.5% per month (equivalent to 18% per annum) shall be paid on all sums not paid when due.
9. **TAXES:** In the absence of Lessee providing Lessor with a tax exemption certificates that is acceptable to the appropriate authorities, the amount of any present or future sales or other taxes or assessments applicable to this agreement or upon the leased equipment shall be added to and considered as part of the rental price, and will be fully payable by the Lessee.
10. **DAMAGE TO EQUIPMENT:** Lessee shall be solely responsible for any and all damages to the leased equipment - but not limited - damage to the boom and vacuum assembly, and Lessee agrees to hold AAA Equipment Co., LLC harmless for repair or replacement cost. Anything other than normal wear and tear on the tires on the leased equipment is the sole responsibility of the Lessee.
11. **INSPECTION:** Lessor reserves the right to inspect the equipment at any reasonable time.
12. **TRANSPORTATION CHARGES:** In addition to other charges, any transportation charges for the Equipment from the time it leaves the Lessor's premises until the time it is returned shall be paid by the Lessee.
13. **RETURN OF EQUIPMENT:** Lessee shall return intact to the Lessor, all of the equipment leased hereunder, including the tires thereon, in the same condition as it was when delivered to Lessee. Ordinary wear and tear accepted. **UNDER NO CIRCUMSTANCES SHALL DAMAGE TO THE BOOM OR VACUUM ASSEMBLY BE DEEMED ORDINARY WEAR AND TEAR,** Customer is responsible for normal maintenance.
14. **INDEMNITY:** Lessee agrees to identify, defend and hold Lessor harmless from any and all claims for property damage or injuries or death, including injuries to employees of, or property belonging to Lessee, arising out of the use, operation, storage or transportation of the described equipment by Lessee, its' employees, agents or others not necessary parties to this agreement. Lessee specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Act. Title 51, R.C.W. (for Washington leases/rentals only.)

15. **INSURANCE:** Lessee agrees to maintain, in full force and effect, during the term of this agreement, insurance coverage, all risk as specified below, including AAA Equipment Co., LLC as additional insured and loss payee, and within 24 hours of delivery of equipment to furnish certificates of insurance satisfactory to Lessor, providing not less than 10 days written notice of cancellation, non-renewal, or any changes in limits or coverage, which would affect any of the following requirements:

1. **COMMERCIAL GENERAL LIABILITY LIMITS:** Per Occurrence: \$1,000,000.00, General Aggregate; \$200,000.00, Products & Completed Operations Aggregate: \$2,000,000.00. AAA Equipment Co, LLC named as additional insured with Primary Endorsement. Per job aggregate limits endorsement.
2. **AUTOMOBILE LIABILITY:** (An exception exists if General Liability and Contractors' Equipment Floater's definition clearly defines the entire rental unit inclusive of truck that is a vacuum mounted unit on as mobile or contractors equipment.) Limits: \$1,000,000.00 per occurrence Combined Single Limit. AAA Equipment Co, LLC named as Additional Insured/ Loss Payee via Endorsement.
3. **CONTRACTORS EQUIPMENT FLOATER:** (Inland Marine Form) covering Physical Damage with sufficient limits adequate to cover value of rental unit. Covered Perils: All Risk Form to include Flood and Earthquake. Full coverage of vacuum unit and no exclusions for overload. Lessee is responsible for any deductible.
4. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY:** Covering all employees of Lessee. Limits: Workers' Compensation - Statutory Limit. Employers' Liability Limits: Bodily Injury by accident: \$1,000,000.00 each accident. Bodily Injury by Disease: \$1,000,000.00 policy limit. Washington/Nevada Lessees: \$1,000,000.00 Stop Gap Employers' Liability.
NOTE: Employers' Liability limits can be satisfied through an Umbrella/Excess policy.

16. **LIMITATION OF REMEDIES:** Lessee expressly agrees that Lessor shall not be liable for any loss, delay, cost, expense, or damages of any kind, arising out of the delivery, delay in delivery, operation breakage or misuse of the equipment leased under this agreement and shall hold Lessor harmless thereof. If under normal use, the equipment becomes inoperable, without fault on Lessee's part, Lessor's liability is hereby expressly limited to any repairs which Lessor, in its sole opinion, determines are necessary to make the equipment fully functional. In such event, Lessor may elect to terminate this agreement or substitute equipment, rather than repair inoperable equipment. Under such circumstances the rental charges will be abated from the time Lessee gives notice to the Lessor to the time of repair completion or substitution of equipment, but nothing occasioned by such repairs or replacement shall abate rental term.

17. **JURISDICTION:** This agreement shall be interpreted under the laws of the State of Washington: Lessee expressly consents and submits to the jurisdiction of the courts of the State of Washington. If suit should be brought to collect any of the sums provided for herein the Lessee agrees that the venue may be placed in Spokane County, Washington.

18. **ATTORNEY'S FEES:** In the event Lessor engages legal counsel to commence litigation or appeal seeking payment of any sums due it from the Lessee occasioned by Lessee's breach of this agreement, Lessee expressly agrees that it shall pay all of Lessor's reasonable attorney's fees, cost, and expense including in consulting, preparing, filing, foreclosing, collecting, satisfying and/or releasing any lien or bond claim, whether or not litigation is actually commenced.

19. If any provision or portion of this agreement is declared invalid, the invalid language shall be considered delete from this agreement and shall not invalidate the remaining language.

20. Down time due to misuse or vandalism: Lessee will pay on demand 100% of the rental during down time period. If equipment is a total loss, Lessee will be responsible for any short pay from the Lessee's insurance to cover agreed value of equipment.

Accepted by Lessor: Tom Binder 2-24-22
Signature Date

Tom Binder
Printed name

Accepted by Lessee: _____
Signature Date

Printed name

Approx Start date June 1, 2022 ^{TK}

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	Purchase Agreement with Smith & Greene Company / A Division of Edward Don Company for the Purchase of Refrigerator/Freezers for Benton County Sheriff's Office	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Ryan Lukson; Purchasing Dept.	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The Washington State Department of Enterprise Services Contract No. 03215 allows for the purchase of commercial food service equipment from Smith & Green Company / A Division of Edward Don & Company.

The Benton County Sheriff's Offices (BCSO) has a need for three (3) freezers and one (1) refrigerator in their evidence room, as the current ones they are using are not commercial grade and could potentially cause a catastrophic loss if they were to fail.

BCSO received a quote from Edward Don & Company for the purchase of (3) reach-in freezers with shelving and (1) reach-in refrigerator with shelving for a total amount of \$33,626.41 including shipping, plus WSST.

Fiscal Impact

Amount: \$33,626.41 including shipping, plus WSST

Fund: Capital Project Fund

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Smith & Green Company / A Division of Edward Don & Company and authorize the Chairman of the Board to sign said 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 AGREEMENT BETWEEN BENTON COUNTY AND SMITH & GREENE COMPANY / A DIVISION OF EDWARD DON & COMPANY FOR THE PURCHASE OF THREE (3) REACH-IN FREEZERS AND ONE (1) REACH-IN REFRIGERATOR WITH ASSOCIATED EQUIPMENT UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES CONTRACT NO. 03215 FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Washington State Department of Enterprise Services Contract No. 03215 allows for the purchase of commercial food service equipment from Smith & Green Company / A Division of Edward Don & Company; and

WHEREAS, the Benton County Sheriff's Offices (BCSO) has a need for one (1) refrigerator and three (3) freezers in their evidence room, as the current ones they are using are not commercial grade and could potentially cause a catastrophic loss if they were to fail; and

WHEREAS, BCSO received a quote from Smith & Green Company / A Division of Edward Don & Company for the purchase of (3) reach-in freezers with shelving and (1) reach-in refrigerator with shelving for a total amount of \$33,626.41 including shipping, plus WSST; and

WHEREAS, the Benton County Sheriff recommends we move forward with said purchase to be paid from the Capital Projects Fund; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the purchase of (3) reach-in freezers with shelving and (1) reach-in refrigerator for the BCSO's evidence room and approves the attached Purchase Agreement between Benton County and Smith & Green Company / A Division of Edward Don & Company, utilizing the Washington State Department of Enterprise Services Contract No. 03215 for an amount not to exceed \$33,626.41 including shipping, plus WSST; and

BE IT FURTHER RESOLVED, the attached Purchase Agreement shall commence upon signature of both parties and shall terminate August 31, 2022; and

BE IT FURTHER RESOLVED, expenditures shall be paid from Capital Projects Fund; and

BE IT FURTHER RESOLVED, the Chairman of the Board is hereby authorized to sign the attached Purchase Agreement between Benton County and Smith & Green Company / A Division of Edward Don & Company.

Dated this _____ day of _____, 2022.

Chairman of the Board

Member

Attest.....
Clerk of the Board

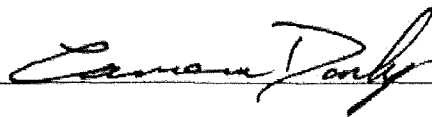
Member

Constituting the Board of Commissioners
of Benton County, Washington

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

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

Vendor Name (Print): CAMERON DANBY Title: STATE CONTRACT SALES Date: 3/11/22

Vendor Signature: 

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



02/09/2022

To: BENTON COUNTY (d/c 02)
SHANNON CHRISTEN
7122 W OKANOGAN PLACE BLDG A
KENNEWICK, WA 99336-2359
509-786-5611

Project: BENTON COUNTY (d/c 02) - TRUE
7122 W OKANOGAN PLACE BLDG A
KENNEWICK, WA 99336-2359

From: Edward Don & Company
Cameron Danby
9801 Adam Don Parkway
Woodridge, IL 60517-8136
(708)442-9400

Customer ID: 0001206916

Job Reference Number: 1149941

Table with 5 columns: Item, Qty, Description, Sell, Sell Total. Row 1: 1, 3 ea, REACH-IN FREEZER, \$7,961.46, \$23,884.38. Includes detailed description of the freezer and additional line items for shelves and castors.



Item	Qty	Description	Sell	Sell Total
2	1 ea	REACH-IN REFRIGERATOR True Mfg. - General Foodservice Model No. T-72-HC Refrigerator, reach-in, three-section, (3) stainless steel doors, (9) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 3/4 HP, 115v/60/1-ph, 6.9 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA	\$8,159.64	\$8,159.64
	1 ea	NOTE: All True pricing is tentative based on final production date of units ordered. Any units ordered that will be produced on or after July 1, 2022 may include escalators above Jan22 pricing. Please contact your True representative for final lead times.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Warranty - 7 year compressor (self-contained only), please visit www.Truemfg.com for specifics		
	1 ea	Warranty - 3 year parts and labor, please visit www.Truemfg.com for specifics		
	1 ea	Left door hinged left, center & right doors hinged right, standard		
	3 ea	Additional PVC coated wire shelf, each (shelf clips included)	\$164.71	\$494.13
	1 ea	4" stem castors, standard (adds 5" to OA height)		
			ITEM TOTAL:	\$8,653.77
3	1 ea	DELIVERY FEE True Mfg. - General Foodservice Model No. FREEZER/REFER ***CUSTOMER REQUIRES A LIFTGATE TRUCK DELIVERY***	\$100.00	\$100.00
			ITEM TOTAL:	\$100.00
			Total	\$33,626.41

Washington State Contract #03215 for Foodservice Equipment and Supplies

All items quoted as alternate or optional are not included in any totals. This quotation is valid for 30 days from date of quotation, unless otherwise specified.

FOB Destination, freight charges are prepaid by the Edward Don company to Kennewick, WA

Freight charges do not include lift gate, inside delivery, delivery notification, crating fees, driver verification, un crating, setting-in place, final connections, installation, Hazmat fees or trash removal, unless specifically stated in the quote above.

REFUSE FREIGHT DAMAGED EQUIPMENT. In the event of freight damage, please note 'damaged/refused' on the bill of lading and contact Cameron Danby so we can start working on a replacement.

CANCELLATION AND RETURN POLICY

Any standard stocked item is returnable at no cost to the end user, as long as it is unused, in the original crating/packaging, and we are notified of the return within 30 days of receipt. There will be no restocking or freight cost to the end user.

Products shipped directly from the supplier are subject to restocking and freight fees. Custom items are non-returnable. Custom items will be noted on the quote and may include an approval drawing.

Prices are valid for 30 days from the date of this quote and are subject to manufacturer price increases.

This quote is for product only and final billing will include freight, taxes, and any vendor special charges related to this order. Customer specifically acknowledges and accepts such additional charges upon acceptance of this quote. To the extent that these charges are not incorporated into the Customer's purchase order, Customer agrees to accept responsibility notwithstanding any purchase order language to the contrary. Prices are valid for 7 days from the date of this quote and are subject to manufacturer price increases.

Acceptance: Date:

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$33,626.41

True TRUE MANUFACTURING CO., INC.
 U.S.A FOODSERVICE DIVISION
 2001 East Terra Lane • O'Fallon, Missouri 63366-4434 • (636)240-2400
 Fax (636)272-2408 • Toll Free (800)325-6152 • Intl Fax# (001)636-272-7546
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Project Name: _____	A/A #
Location: _____	
Item #: _____ Qty: _____	SIS #
Model #: _____	

Model: T-49F-HC **T-Series: Reach-In Solid Swing Door Freezer with Hydrocarbon Refrigerant**



T-49F-HC

- ▶ True's solid door reach-in's are designed with enduring quality that protects your long term investment.
 - ▶ Designed using the highest quality materials and components to provide the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.
 - ▶ Factory engineered, self-contained, capillary tube system using environmentally friendly R290 hydro carbon refrigerant that has zero (0) ozone depletion potential (ODP), & three (3) global warming potential (GWP).
 - ▶ High capacity, factory balanced refrigeration system that maintains -10°F (-23.3°C) temperatures. Ideal for both frozen foods and ice cream.
 - ▶ Stainless steel solid doors and front. The very finest stainless with higher tensile strength for fewer dents and scratches.
 - ▶ Adjustable, heavy duty PVC coated shelves.
 - ▶ Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system.
 - ▶ Automatic defrost system time-initiated, temperature-terminated. Saves energy consumption and provides shortest possible defrost cycle.
- Bottom mounted units feature:**
- ▶ "No stoop" lower shelf.
 - ▶ Storage on top of cabinet.
 - ▶ Compressor performs in coolest, most grease free area of kitchen.
 - ▶ Easily accessible condenser coil for cleaning.

ROUGH-IN DATA Specifications subject to change without notice.
 Chart dimensions rounded up to the nearest 1/8" (millimeters rounded up to next whole number).

Model	Doors	Shelves	Cabinet Dimensions (inches) (mm)			HP	Voltage	Amps	NEMA Config.	Cord Length (total ft.) (total m)	Crated Weight (lbs.) (kg)
			W	D	H*						
T-49F-HC	2	6	54 1/8 1375	29 1/2 750	78 3/8 1991	1 1	115/60/1 230-240/50/1	9.6 5.5	5-15P ▲	9 2.74	480 218

* Height does not include 5" (127 mm) for castors or 6" (153 mm) for optional legs. ▲ Plug type varies by country.

	APPROVALS:	AVAILABLE AT:
5/20 Printed in U.S.A.		

Model:
T-49F-HC

T-Series:
*Reach-In Solid Swing Door Freezer with
Hydrocarbon Refrigerant*



STANDARD FEATURES

DESIGN

- True's commitment to using the highest quality materials and oversized refrigeration systems provides the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.

REFRIGERATION SYSTEM

- Factory engineered, self-contained, capillary tube system using environmentally friendly R290 hydro carbon refrigerant that has zero (0) ozone depletion potential (ODP), & three (3) global warming potential (GWP).
- High capacity, factory balanced refrigeration system that maintains -10°F (-23.3°C) temperatures. Ideal for both frozen foods and ice cream.
- State of the art, electronically commutated evaporator and condenser fan motors. ECM motors operate at higher peak efficiencies and move a more consistent volume of air which produces less heat, reduces energy consumption and provides greater motor reliability.
- Bottom mounted condensing unit positioned for easy cleaning. Compressor runs in coolest and most grease free area of the kitchen. Allows for storage area on top of unit.
- Automatic defrost system time-initiated, temperature-terminated. Saves energy consumption and provides shortest possible defrost cycle.

CABINET CONSTRUCTION

- Exterior - Stainless steel front. Anodized quality aluminum ends. Corrosion resistant GalFan coated steel back.

- Interior - attractive, NSF approved, clear coated aluminum liner. Stainless steel floor with coved corners.
- Insulation - entire cabinet structure and solid door are foamed-in-place using a high density, polyurethane insulation that has zero ozone depletion potential (ODP) and zero global warming potential (GWP).
- Welded, heavy duty steel frame rail, black powder coated for corrosion protection.
- Frame rail fitted with 4" (102 mm) diameter stem castors - locks provided on front set.

DOORS

- Stainless steel exterior with clear aluminum liner to match cabinet interior. Doors extend full width of cabinet shell. Door locks standard.
- Lifetime guaranteed recessed door handles. Each door fitted with 12" (305 mm) long recessed handle that is foamed-in-place with a sheet metal interlock to ensure permanent attachment.
- Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system.
- Magnetic door gaskets of one piece construction, removable without tools for ease of cleaning.

SHELVING

- Six (6) adjustable, heavy duty PVC coated wire shelves 24 5/16" L x 22 3/8" D (624 mm x 569 mm). Four (4) chrome plated shelf clips included per shelf.
- Shelf support pilasters made of same material as cabinet interior; shelves are adjustable on 1/2" (13 mm) increments.

LIGHTING

- LED Interior lighting - safety shielded. Lights activated by rocker switch mounted above doors.

MODEL FEATURES

- Exterior temperature display.
- Evaporator is epoxy coated to eliminate the potential of corrosion.
- Rear airflow guards prevent product from blocking optimal airflow.
- NSF/ANSI Standard 7 compliant for open food product.

ELECTRICAL

- Unit completely pre-wired at factory and ready for final connection to a 115/60/1 phase, 15 amp dedicated outlet. Cord and plug set included.



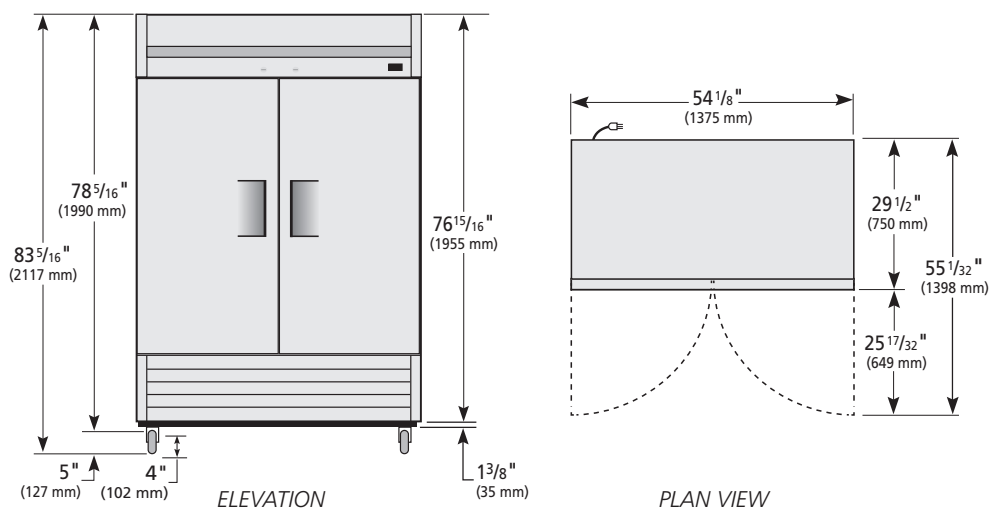
115/60/1
NEMA-5-15R

OPTIONAL FEATURES/ACCESSORIES

Upcharge and lead times may apply.

- 230 - 240V / 50 Hz.
- 6" (153 mm) standard legs.
- 6" (153 mm) seismic/flanged legs.
- Alternate door hinging (factory installed).
- Novelty baskets.
- Additional shelves.
- Half door bun tray racks. Each holds up to eleven 18" L x 26" D (458 mm x 661 mm) sheet pans (sold separately) (airflow guards need to be removed).
- Full door bun tray racks. Each holds up to twenty-two 18" L x 26" D (458 mm x 661 mm) sheet pans (sold separately) (airflow guards need to be removed).

PLAN VIEW



3 YEAR PARTS + LABOR
7 YEAR COMPRESSOR
WARRANTY
 (U.S.A. only)

METRIC DIMENSIONS ROUNDED UP TO THE NEAREST WHOLE MILLIMETER
 SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE



Model	Elevation	Right	Plan	3D	Back
T-49F-HC					

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Project Name: _____ A/A # _____
 Location: _____ SIS # _____
 Item #: _____ Qty: _____
 Model #: _____

Model:
T-72-HC

T-Series:
 Reach-In Solid Swing Door Refrigerator with Hydrocarbon Refrigerant



T-72-HC

- ▶ True's solid door reach-in's are designed with enduring quality that protects your long term investment.
- ▶ Designed using the highest quality materials and components to provide the user with colder product temperatures, lower utility costs, exceptional food safety and the best value in today's food service marketplace.
- ▶ Factory engineered, self-contained, capillary tube system using environmentally friendly R290 hydro carbon refrigerant that has zero (0) ozone depletion potential (ODP), & three (3) global warming potential (GWP).
- ▶ High capacity, factory balanced refrigeration system that maintains cabinet temperatures of 33°F to 38°F (.5°C to 3.3°C) for the best in food preservation.
- ▶ Stainless steel solid doors and front. The finest stainless available with higher tensile strength for fewer dents and scratches.
- ▶ Adjustable, heavy duty PVC coated shelves.
- ▶ Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system.

Bottom mounted units feature:

- ▶ "No stoop" lower shelf.
- ▶ Storage on top of cabinet.
- ▶ Compressor performs in coolest, most grease free area of kitchen.
- ▶ Easily accessible condenser coil for cleaning.

ROUGH-IN DATA

Specifications subject to change without notice.
 Chart dimensions rounded up to the nearest 1/8" (millimeters rounded up to next whole number).

Model	Doors	Shelves	Cabinet Dimensions (inches) (mm)			HP	Voltage	Amps	NEMA Config.	Cord Length (total ft.) (total m)	Crated Weight (lbs.) (kg)
			W	D	H*						
T-72-HC	3	9	78 1/8 1985	29 1/2 750	78 3/8 1991	3/4 N/A	115/60/1 N/A	6.9 N/A	5-15P	9 2.74	575 261

* Height does not include 5" (127 mm) for castors or 6" (153 mm) for optional legs.

	APPROVALS:	AVAILABLE AT:
	5/20 Printed in U.S.A.	

Model:
T-72-HC

T-Series:
Reach-In Solid Swing Door Refrigerator with Hydrocarbon Refrigerant



STANDARD FEATURES

DESIGN

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REFRIGERATION SYSTEM

- Factory engineered, self-contained, capillary tube system using environmentally friendly R290 hydro carbon refrigerant that has zero (0) ozone depletion potential (ODP), & three (3) global warming potential (GWP).
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- State of the art, electronically commutated evaporator and condenser fan motors. ECM motors operate at higher peak efficiencies and move a more consistent volume of air which produces less heat, reduces energy consumption and provides greater motor reliability.
- Bottom mounted condensing unit positioned for easy maintenance. Compressor runs in coolest and most grease free area of the kitchen. Allows for storage area on top of unit.

CABINET CONSTRUCTION

- Exterior - Stainless steel front. Anodized quality aluminum ends. Corrosion resistant GalFan coated steel back.
- Interior - attractive, NSF approved, clear coated aluminum liner. Stainless steel floor with coved corners.

- Insulation - entire cabinet structure and solid doors are foamed-in-place using a high density, polyurethane insulation that has zero ozone depletion potential (ODP) and zero global warming potential (GWP).
- Welded, heavy duty steel frame rail, black powder coated for corrosion protection.
- Stem rail fitted with 4" (102 mm) diameter stem castors - locks provided on front set.

DOORS

- Stainless steel exterior with clear aluminum liners to match cabinet interior. Doors extend full width of cabinet shell. Door locks standard.
- Lifetime guaranteed recessed door handles. Each door fitted with 12" (305 mm) long recessed handle that is foamed-in-place with a sheet metal interlock to ensure permanent attachment.
- Positive seal self-closing doors. Lifetime guaranteed door hinges and torsion type closure system.
- Magnetic door gaskets of one piece construction, removable without tools for ease of cleaning.

SHELVING

- Nine (9) adjustable, heavy duty PVC coated wire shelves 24 1/8"L x 22 3/8"D (613 mm x 569 mm). Four (4) chrome plated shelf clips included per shelf.
- Shelf support pilasters made of same material as cabinet interior; shelves are adjustable on 1/2" (13 mm) increments.

LIGHTING

- LED Interior lighting - safety shielded. Lights activated by rocker switch mounted above doors.

MODEL FEATURES

- Exterior temperature display.
- Evaporator is epoxy coated to eliminate the potential of corrosion.
- NSF/ANSI Standard 7 compliant for open food product.

ELECTRICAL

- Unit completely pre-wired at factory and ready for final connection to a 115/60/1 phase, 15 amp dedicated outlet. Cord and plug set included.



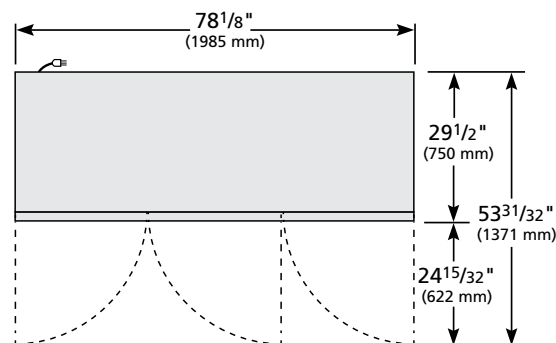
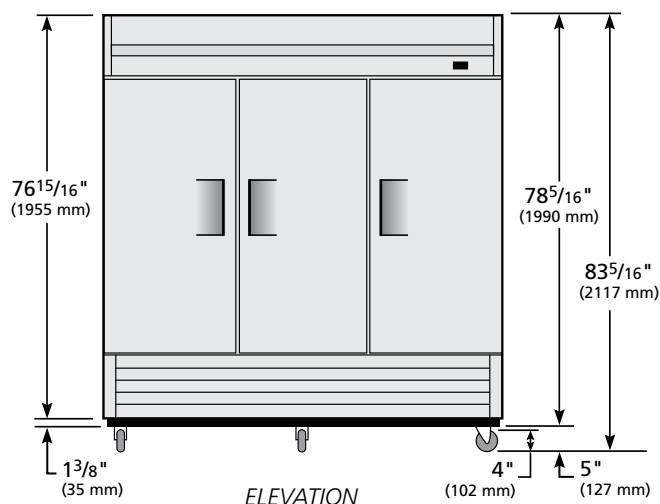
115/60/1
NEMA-5-15R

OPTIONAL FEATURES/ACCESSORIES

Upcharge and lead times may apply.

- 6" (153 mm) standard legs.
- 6" (153 mm) seismic/flanged legs.
- Alternate door hinging (factory installed).
- Additional shelves.
- Half door bun tray racks. Each holds up to eleven 18"L x 26"D (458 mm x 661 mm) sheet pans (sold separately).
- Full door bun tray racks. Each holds up to twenty-two 18"L x 26"D (458 mm x 661 mm) sheet pans (sold separately).

PLAN VIEW



3 YEAR PARTS + LABOR **7 YEAR COMPRESSOR**
WARRANTY
(U.S.A. only)

METRIC DIMENSIONS ROUNDED UP TO THE NEAREST WHOLE MILLIMETER
SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE



Model	Elevation	Right	Plan	3D	Back
T-72-HC	TFEY01E	TFEY01S	TFEY01P	TFEY013	

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Washington State Department of Enterprise Services

CONTRACTS & PROCUREMENT

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<http://www.des.wa.gov>

Commercial Food Equipment – 03215 Pricing & Ordering

Contract Administrator: Neva Peckham

| P: 360.407.9411 | DESContractsTeamFir@des.wa.gov |

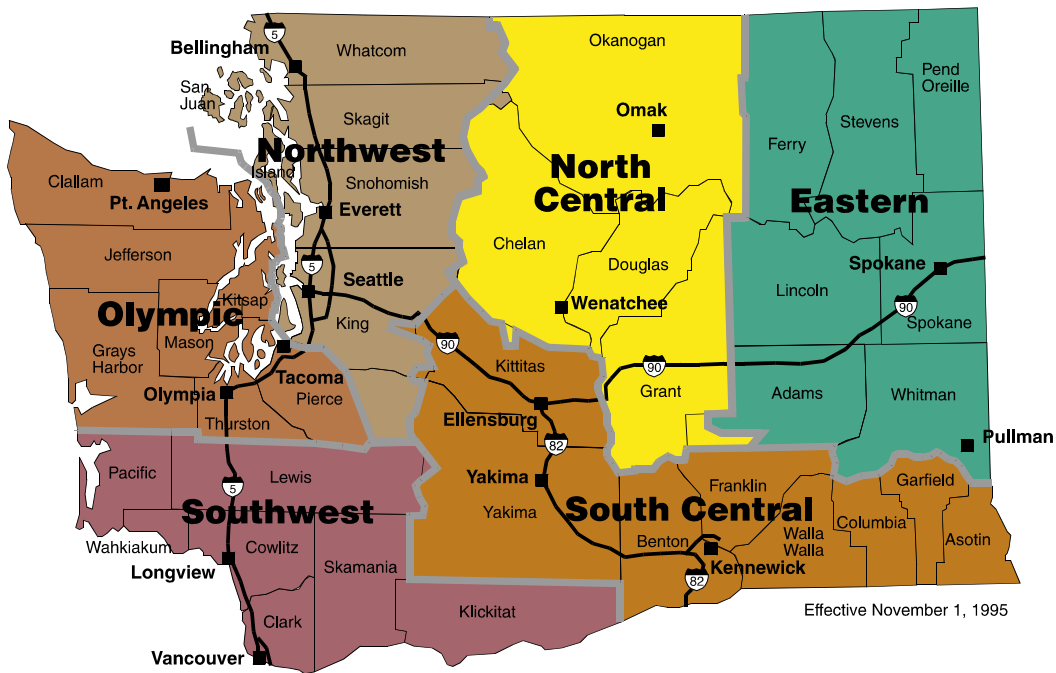
Order Directly from Cameron Danby:
See Price sheet below for Percent off of Discount

Smith & Greene Company

19015 66th Avenue South, Kent, WA 98032

Direct: 425.656.8000 ext. 6658 | Mobile: 425.791.5143 | Fax: 425.988.6725

www.smithandgreen.com 800.232.8050



PRICE SHEET

Below lists the available products by manufacturer in each category and the discount off catalog price.

Category	Manufacturers	Discount off Catalog Price
Refrigeration and Freezers	True	63%
	Traulsen	63%
	Delfield	50%
	Victory	62%
	Kolpak	55%
	Continental	57%
	Imperial	n/a
	Norlake	50%
	Coldzone	n/a
Ware Washing and Disposal	Jackson	45%
	Champion	33%
	Hobart	31%
	Stero	31%
	Powersoak	20%
	Insinkerator	42%
	Salvajor	46%
	Aerowerks	n/a
Ovens, Ranges and Fryers	Vulcan	57%
	Southbend	51%
	Frymaster	48%
	Garland	58%
	Lang	47%
	Star	47%
	Pitco	53%
	Doyon	47%
Combi-Ovens	Blodgett	55%
	Electrolux	51%
	Cleveland Convotherm	27%
	Alto Shaam	30%
	Rational	34%
Food Warmers and Warming Drawers	Hatco	43%
	Wells	50%
	Valiant	n/a
Shelving/Racks	Intermetro	53%
	New Age	50%
Meat Slicers	Globe	54%
	Hobart	31%

Steamers, Steam Tables, Steam Kettles and Tilt Grills	Vulcan	57%
	Duke	56%
	Cleveland	54%
	Hobart	31%
Microwaves	Panasonic	58%
	Amana	55%
Large Mixers	Hobart	31%
	Globe	53%
Transport Carts	Cres Cor	45%
	Intermetro	53%
	New Age	50%
Ice Machines	Manitowoc	53%
	Ice-O-Matic	53%
	Scotsman	53%
Stainless Steel	Elkay – Spokane Stainless	58%
	John Boos	56%
	Advance Taboo	59%

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	First Amendment to the Collections Service Agreement with Washington Collectors Tri-Cities, Inc.	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Ryan Brown; Purchasing Department	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

Per Resolution 2021-849 the Board of Benton County approved the Collection Services Agreement between Benton County and Washington Collectors Tri-Cities, Inc. for the purpose of collecting unpaid court penalties, fines, costs, assessments, civil judgements, or forfeitures that have been imposed by the courts, for a term commencing January 1, 2022 and terminating March 31, 2022.

Benton County District Court would like to retain Washington Collector Tri-Cities, Inc. for services on all accounts that have been referred to them prior to April 1, 2022.

The attached First Amendment is necessary as both parties wish to modify certain terms of the agreement to extend the term of the current agreement, revise the scope of work, and revise the services to be performed, while all other provisions of their original agreement remain in effect.

Fiscal Impact

N/A – There are no financial obligations associated with this agreement.

Recommendation

Approve the attached Resolution and First Amendment to the agreement between Benton County and Washington Collectors Tri-Cities, Inc. for a term commencing January 1, 2022 and terminating on March 31, 2024, and authorize the Chairman of the Board to sign the attached First Amendment.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE FIRST AMENDMENT TO THE COLLECTION SERVICES AGREEMENT BETWEEN BENTON COUNTY AND WASHINGTON COLLECTORS TRI-CITIES, INC. FOR BENTON COUNTY DISTRICT COURT

WHEREAS, per Resolution 2021-849 dated November 30, 2021, the Board of Benton County approved the Collection Services Agreement between Benton County and Washington Collectors Tri-Cities, Inc., for a term commencing January 1, 2022 and terminating on March 31, 2022; and

WHEREAS, the attached First Amendment is necessary as both parties wish to modify certain terms of the Agreement to extend the term of the current Agreement, revise the scope of work, and revise the services to be performed, while all other provisions of their original agreement remain in effect; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the attached First Amendment to the Collection Services Agreement between Benton County and Washington Collectors Tri-Cities, Inc., for a term commencing January 1, 2022 and terminating on March 31, 2024; and

BE IT FURTHER RESOLVED, the Chairman of the Board is hereby authorized to sign said First Amendment to the Collection Service Agreement between Benton County and Washington Collectors Tri-Cities, Inc.

Dated this _____ day of _____, 2022.

Chairman of the Board

Chairman Pro-Tem

Attest.....
Clerk of the Board

Member

Constituting the Board of Commissioners
of Benton County, Washington

**First Amendment to
Collection Services Agreement**

Between

Benton County, Washington

and

Washington Collectors Tri-Cities, Inc.

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2022 by and between **BENTON COUNTY**, a political subdivision of the State of Washington (“County”) and **WASHINGTON COLLECTORS TRI-CITIES, INC.**, a Washington Corporation (“Collectors”)

Recitals

Whereas, County and Collectors entered into Collection Services Agreement that was effective November 30, 2021 (the “Agreement”) whereby Collector agreed to provide all work and furnish all equipment, labor, and materials necessary to collect unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed by the Benton County District Court, as further outlined in the original Agreement.

Whereas, both parties have agreed to modify certain terms of the Agreement to reflect the term of the Agreement, scope of work, and services to be performed.

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

- 1) Section 1. **TERM** – is hereby deleted and replaced in its entirety with the following:

This Agreement shall commence January 1, 2022 and terminate on March 31, 2024, unless extended by mutually executed amendment to this Agreement.

- 2) Effective April 1, 2022, Section 2. **SCOPE OF SERVICES** – is hereby deleted and replaced in its entirety with the following:

Collectors shall do all work and furnish all equipment, labor, and materials necessary to collect unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed and by the Benton County District Court on accounts referred prior to April 1, 2022, as required under this Agreement.

- 3) Effective April 1, 2022, Section 3. **SERVICES TO BE PERFORMED** – is hereby deleted and replaced in its entirety with the following:

With respect to accounts referred to Collectors, Collectors shall provide the following services as directed by the District Court Administrator for collection services:

- a. Furnish all stationery, forms, envelopes, and postage required to provide collection services.
 - b. Mail collection notices as well as make direct contacts by trained collections staff in a manner as allowed by Washington law on accounts that have been transferred into collection status.
 - c. Advance legal cost and have such attorneys on retainer as are required to bring necessary garnishment actions against debtors on behalf of the County.
 - d. Pay District Court as set forth in Section 11 of this Agreement and each month submit a complete accounting to the District Court Administrator of the Court case numbers, amounts collected, and balances still owing.
 - e. Submit to the District Court Administrator monthly progress reports which include totals for year-to-date collections. Such progress reports shall include separate accounting lists for all six (6) District Court agency divisions, numbers of accounts cancelled or paid while in pre-collection, amounts and numbers of accounts transferred from pre-collection to regular collection, amounts and numbers of cancelled accounts after regular collection, amounts and numbers recovered after regular collection, collections costs and totals.
 - f. District Court retains the authority to recall the accounts that have been referred to Collectors from collections and/or remit the balance of any unpaid legal financial obligations and any unpaid interest and/or collection fee.
- 4) All other provisions of the Agreement remain unchanged and in effect.

[This section was intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly constituted legal representatives and is effective April 1, 2022.


Dated: _____

Dated: 3/7/22

BENTON COUNTY


WASHINGTON COLLECTORS TRI-CITIES, INC.

Shon Small, Chairman
Benton County Commissioner



Sean Lamb, President

Approved as to Form:



Ryan K Brown, Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022	
Subject:	Determination of Inactive Special Purpose District- Drainage Improvement District 9/9A	
Presenter:	Greg Wendt	
Prepared By:	Greg Wendt	
Reviewed By:	Matt Rasmussen	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed:	
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input checked="" type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

Summary / Background Information

This is a public hearing to take public comment on whether Drainage Improvement District 9/9A meets the criteria for being 'inactive' as provided in RCW 36.96.010 (Dissolution of Inactive Special Purpose Districts).

Drainage Improvement District 9/9A is generally located 0.35 miles north of the city limits of Prosser, along the north side of Old Inland Empire Highway and south of Sunnyside Valley Irrigation District main canal.

Per RCW 36.96.010 (3), a special purpose district (drainage improvement district) is characterized as 'inactive' when any of the following exist:

- (a) The special purpose district has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period;
- (b) No election has been held for the purpose of electing a member of the governing body within the preceding consecutive seven-year period or, in those instances where members of the governing body are appointed and not elected, where no member of the governing body has been appointed within the preceding seven-year period; or
- (c) The special purpose district has been determined to be unauditible by the state auditor;

DID 9/9A meets criteria of RCW 36.96.010(3) (a) (b) and (c) for being "inactive".

The County received notice from the County Auditor on March 31, 2021 and again on February 18, 2022 that DID 9/9A appears to be inactive and has not had a governing board for many years, despite repeated efforts by the county to recruit eligible candidates to administer the district.

DID 9/9A has not carried out any of the special purposes or functions for which it was created within the preceding consecutive five-year period and the DID has not held an election for the purpose of electing a member of the governing body within the preceding consecutive seven-year period. RCW 36.96.010(3)(b). The last election was held in February 2012. Additionally, the district has been determined to be unauditible by the State Auditor.

If the Board determines that DID 9/9A meets the criteria for being inactive, it is recommended that a second public hearing be held to consider the dissolution of the district.

Fiscal Impact

No impact currently. Should dissolution of a District occur after a public hearing in the future, the county may retain the district's remaining funds, if any, following the winding up of the district's affairs. RCW 36.96.070.

Recommendation

Approval of this resolution and additionally request to have county staff schedule a public hearing to consider the dissolution of an inactive special purpose district.

Suggested Motion

I move that the Board adopts the resolution with the determination that DID 9/9A meets the criteria in RCW 36.96.010(3) for being inactive and requests that a public hearing be scheduled to consider the dissolution of DID 9/9A pursuant to the proceedings provided in RCW 36.96.030 through 36.96.080.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF DETERMINING WHETHER DRAINAGE IMPROVEMENT DISTRICT 9/9A IS “INACTIVE” AS PROVIDED IN CHAPTER 36.96 RCW.

WHEREAS, Drainage Improvement District 9/9A (“DID 9/9A”) is a special purpose district within the meaning of RCW 36.96.010(1) and encompasses portions of Benton County, and no part of the district extends into any other county; and

WHEREAS, Chapter 36.96 RCW provides a mechanism for the dissolution of inactive special purposes districts to be initiated by the county legislative authority within whose boundaries the special purpose district is located; and

WHEREAS, on February 18, 2022 the County Auditor notified the Board of County Commissioners that DID 9/9A appears to be inactive; and

WHEREAS, as provided in RCW 36.96.010(3) a special purpose district such as DID 9/9A is deemed to be “inactive” and thus subject to dissolution if (1) it has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period; or (2) no election has been held for the purpose of electing a member of its governing body within the preceding consecutive seven-year period; or (3) it has been determined to be unauditably by the Washington State Auditor; and

WHEREAS, DID 9/9A is defunct and for more than five consecutive years has not carried out any of the special purposes or functions for which it was formed; and

WHEREAS, the records of the Benton County Auditor establish that no elections have been held for the purpose of electing a member of the DID 9/9A governing board for more than seven consecutive years; and

WHEREAS, DID 9/9A has been determined to be unauditably by the State Auditor; and

WHEREAS, a special purpose district is deemed to be “inactive” if it meets one or more of the three criteria listed in RCW 36.96.010(3), and in this instance all three such criteria apply to DID 9/9A; and

WHEREAS, on March 22, 2022 the Benton County Board of County Commissioners conducted a public hearing on whether DID 9/9A meets the criteria for being inactive as provided in RCW 36.96 following public notice in the manner set forth in RCW 36.96.030; and

WHEREAS, DID 9/9A is “inactive” within the meaning of RCW 36.96.010(3); and therefore is subject to dissolution pursuant to chapter 36.96 RCW; and

WHEREAS, it is in the public interest to determine the District is inactive because it serves no public function, and dissolving the District will eliminate administrative burdens imposed on Benton County and reduce costs to taxpayers resulting from those administrative burdens; **NOW THEREFORE**;

BE IT RESOLVED, that the Board of Commissioners of Benton County hereby makes the following findings: (1) DID 9/9A has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period; (2) no election has been held for the purpose of electing a member of the governing body of DID 9/9A within the preceding consecutive seven-year period; and (3) DID 9/9A has been determined to be unauditably by the Washington State Auditor; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners of Benton County, hereby finds and determines that DID 9/9A is inactive as provided in RCW 36.96.010(3) and requests that a public hearing be scheduled to consider the dissolution of DID 9/9A pursuant to the proceedings provided in RCW 36.96.030 through 36.96.080.

Dated this _____ day of _____, 2022.

Chairman of the Board

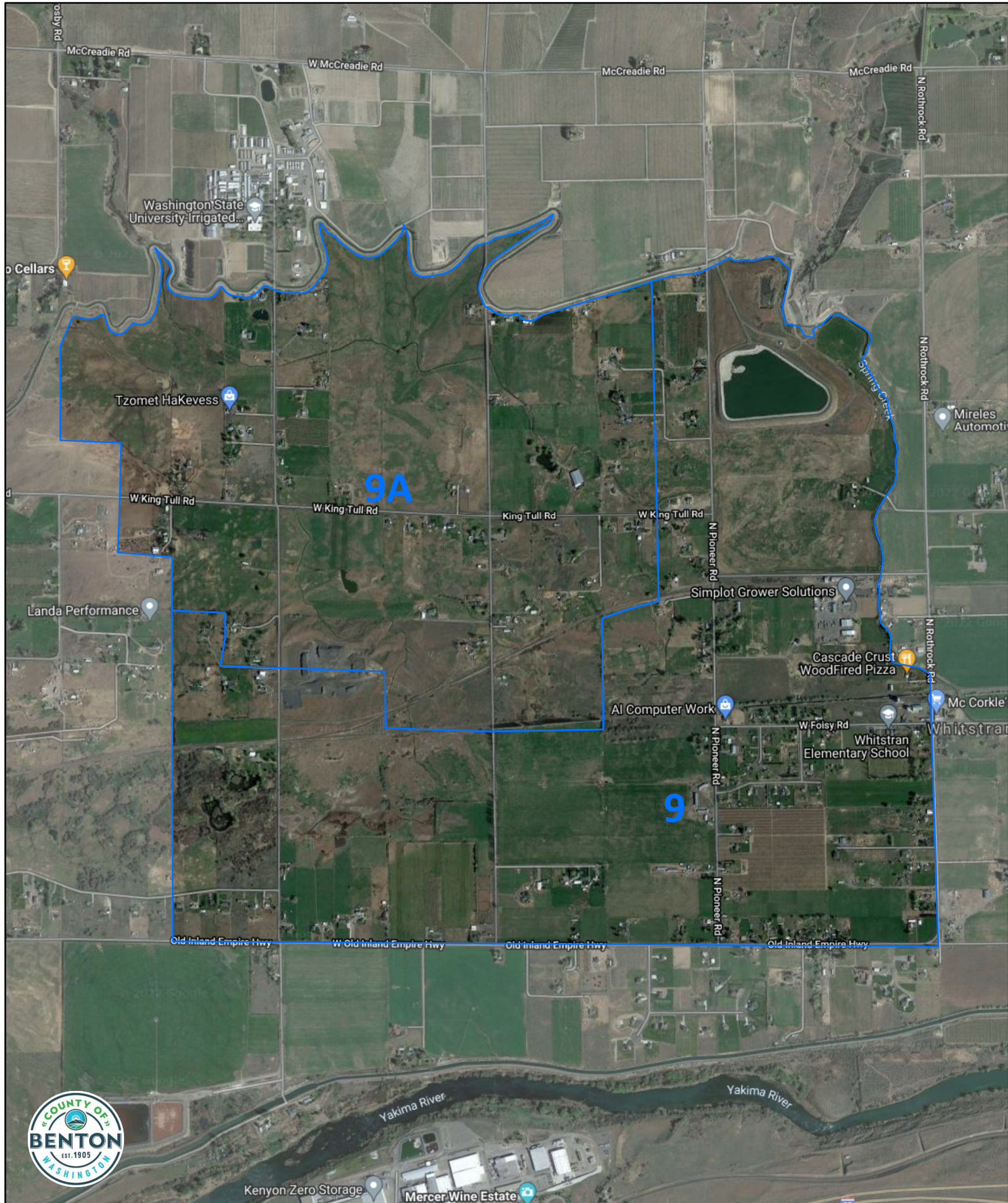
Member

Member

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

Attest.....
Clerk of the Board

Drainage Improvement District 9A & 9





To: Board of County Commissioners
From: Brenda Chilton, Benton County Auditor
Date: February 18, 2022
Subject: RCW 36.96.020, Notification of Inactive Special Purpose Districts

In accordance with RCW 36.96.020, notice is being provided that the following Special Purpose Districts appear to be inactive.

Drainage Improvement District 9/9A: There is currently no active governing body.

- No election has been held for the purpose of electing a member of the governing body within the preceding consecutive seven-year period.
- The last election for the purpose of electing a member of the governing body was in February, 2012.
- The district has been determined to be unauditible by the State Auditor.

Drainage Improvement District 10: There is currently no active governing body.

- No election has been held for the purpose of electing a member of the governing body within the preceding consecutive seven-year period.
- The last election for the purpose of electing a member of the governing body was in 1958.

Please let me know if you should have any questions.

Brenda Chilton

BRENDA CHILTON,
Benton County Auditor

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NOTICE OF PUBLIC HEARING(S)

NOTICE IS GIVEN that the following two (2) public hearings will be considered by the Benton County Board of County Commissioners at an in-person and virtual public hearing on Tuesday, **March 22, 2022, at 9 a.m.** in the Commissioners' Hearing Room, Third Floor, Courthouse Prosser WA, 620 Market Street, Prosser, WA.

Determination Of Inactive Special Purpose District - Drainage Improvement District 9/9A.

A public hearing to determine whether Drainage Improvement District 9/9A meets any of the criteria for being "inactive" as provided in R.C.W. 36.96.010. The special purpose district currently has no active governing body and is generally located 0.35 miles north of the city limits of Prosser, along the north side of Old Inland Empire Highway and south of Sunnyside Valley Irrigation District main canal.

Determination Of Inactive Special Purpose District - Drainage Improvement District 10.

A public hearing to determine whether Drainage Improvement District 10/10A meets any of the criteria for being "inactive" as provided in R.C.W. 36.96.010. The special purpose district currently has no active governing body and is generally located 1.9 miles west of the city limits of Prosser, along Old Inland Empire Highway and includes portions of Hicks Road, W. Johnson Road and is south of a portion of the Sunnyside Valley Irrigation District main canal.

Information concerning the special use districts, including map boundaries, legal descriptions, and information related to R.C.W. 36.96 Dissolution of Inactive Special Purpose Districts, can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser). All parties concerned may present any support or objections for the application. **Written testimony will need to be submitted to the Benton County Planning Division, PO Box 910, Prosser, WA 99350 by 3 p.m. Monday, March 21, 2022.**

Dated at Prosser, Washington on this 16th day of February 2022.

SHON SMALL, Chairman
BOARD OF COUNTY COMMISSIONERS

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: March 2, March 9, March 16

Chapter Listing | RCW Dispositions

Chapter 36.96 RCW

DISSOLUTION OF INACTIVE SPECIAL PURPOSE DISTRICTS

Sections

- 36.96.010** Definitions.
- 36.96.020** Notice of inactive special purpose districts by county auditor.
- 36.96.030** Determination of inactive special purpose districts—Public hearing—Notice.
- 36.96.040** Dissolution of inactive special purpose district by county legislative authority—Written findings.
- 36.96.050** Application for writ of prohibition or mandamus by interested party—Procedure.
- 36.96.060** Dissolution of inactive special purpose district by county legislative authority—Powers and duties.
- 36.96.070** Dissolved special purpose district—Disposition of property.
- 36.96.080** Dissolved special purpose district—Satisfaction of outstanding obligations.
- 36.96.085** Dissolved special purpose district—Property tax levies or special assessments—When authorized.
- 36.96.090** New special purpose districts—Duties of county auditor.
- 36.96.800** Alternative dissolution procedure—Drainage and drainage improvement districts—Conditions.
- 36.96.900** Chapter not exclusive.
- 36.96.910** Savings—1979 ex.s. c 5.

RCW 36.96.010

Definitions.

The definitions in this section apply throughout this chapter unless the context requires otherwise:

(1) "Special purpose district" means every municipal and quasi-municipal corporation other than counties, cities, and towns. Such special purpose districts shall include, but are not limited to, water-sewer districts, fire protection districts, port districts, public utility districts, county park and recreation service areas, flood control zone districts, diking districts, drainage improvement districts, and solid waste collection districts, but shall not include industrial development districts created by port districts, and shall not include local improvement districts, utility local improvement districts, and road improvement districts;

(2) "Governing authority" means the commission, council, or other body which directs the affairs of a special purpose district;

(3) "Inactive" means that a special purpose district is characterized by any of the following criteria:

(a) Has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period;

(b) No election has been held for the purpose of electing a member of the governing body within the preceding consecutive seven-year period or, in those instances where members of the governing body are appointed and not elected, where no member of the governing body has been appointed within the preceding seven-year period; or

(c) The special purpose district has been determined to be unauditible by the state auditor;

(4) "Unauditible" means a special purpose district that the state auditor has determined to be incapable of being audited because the special purpose district has improperly maintained, failed to maintain, or failed to submit adequate accounts, records, files, or reports for an audit to be completed.

[2020 c 179 § 2; 1999 c 153 § 50; 1979 ex.s. c 5 § 1.]

NOTES:

Part headings not law—1999 c 153: See note following RCW 57.04.050.

RCW 36.96.020

Notice of inactive special purpose districts by county auditor.

On or before June 1st of 1980, and on or before June 1st of every year thereafter, each county auditor shall search available records and notify the county legislative authority if any special purpose districts located wholly or partially within the county appear to be inactive. If the territory of any special purpose district is located within more than one county, the legislative authorities of all other counties within whose boundaries such a special purpose district lies shall also be notified by the county auditor. However, the authority to dissolve such a special purpose district as provided by this chapter shall rest solely with the legislative authority of the county which contains the greatest geographic portion of such special purpose district.

[2009 c 337 § 12; 1979 ex.s. c 5 § 2.]

RCW 36.96.030

Determination of inactive special purpose districts—Public hearing—Notice.

(1) Upon receipt of notice from the county auditor as provided in RCW 36.96.020, the county legislative authority within whose boundaries all or the greatest portion of such special purpose district lies shall hold one or more public hearings on or before September 1st of the same year to determine whether or not such special purpose district or districts meet any of the criteria for being "inactive" as provided in RCW 36.96.010. In addition, at any time a county legislative authority may hold hearings on the dissolution of any special purpose district that appears to meet the criteria of being "inactive" and dissolve such a district pursuant to the proceedings provided for in RCW 36.96.030 through 36.96.080.

(2) Notice of such public hearings shall be given by publication at least once each week for not less than three successive weeks in a newspaper that is in general circulation within the boundaries of the special purpose district or districts. Notice of such hearings shall also be mailed to each member of the governing authority of such special purpose districts, if such members are known, and to all persons known to have claims against any of the special purpose districts. Notice of such public hearings shall be posted in at least three conspicuous places within the boundaries of each special purpose district that is a subject of such hearings. Whenever a county legislative authority that is conducting such a public hearing on the dissolution of one or more of a particular kind of special purpose district is aware of the existence of an association of such special purpose districts, it shall also mail notice of the hearing to the association. In addition, whenever a special purpose district that lies in more than one county is a subject

of such a public hearing, notice shall also be mailed to the legislative authorities of all other counties within whose boundaries the special purpose district lies. All notices shall state the purpose, time, and place of such hearings, and that all interested persons may appear and be heard.

[2020 c 179 § 3; 1979 ex.s. c 5 § 3.]

RCW 36.96.040

Dissolution of inactive special purpose district by county legislative authority— Written findings.

After such hearings, the county legislative authority shall make written findings whether each of the special purpose districts that was a subject of the hearings meets each of the criteria of being "inactive." Whenever a special purpose district other than a public utility district has been found to meet a criterion of being inactive, or a public utility district has been found to meet both criteria of being inactive, the county legislative authority shall adopt an ordinance dissolving the special purpose district if it also makes additional written findings detailing why it is in the public interest that the special purpose district be dissolved, and shall provide a copy of the ordinance to the county treasurer. Except for the purpose of winding up its affairs as provided by this chapter, a special purpose district that is so dissolved shall cease to exist and the authority and obligation to carry out the purposes for which it was created shall cease thirty-one days after adoption of the dissolution ordinance.

[2001 c 299 § 12; 1979 ex.s. c 5 § 4.]

RCW 36.96.050

Application for writ of prohibition or mandamus by interested party—Procedure.

The action of the county legislative authority dissolving a special purpose district pursuant to RCW 36.96.040 shall be final and conclusive unless within thirty days of the adoption of the ordinance an interested party makes application to a court of competent jurisdiction for a writ of prohibition or writ of mandamus. At the hearing upon such a writ, the applicant shall have the full burden of demonstrating that the particular special purpose district, other than a public utility district, does not meet either of the criteria of being inactive or that it is not in the public interest that the special purpose district be dissolved: PROVIDED, That where the particular special purpose district subject to the dissolution proceedings is a public utility district, the applicant shall have the full burden of demonstrating that the public utility district either does not meet both the criteria of being inactive or that it is not in the public interest to dissolve the public utility district.

[1979 ex.s. c 5 § 5.]

RCW 36.96.060

Dissolution of inactive special purpose district by county legislative authority— Powers and duties.

For the sole and exclusive purpose of winding up the affairs of a dissolved special purpose district, the county legislative authority, acting as a board of trustees, shall have the same powers and duties as the governing authority of the dissolved special purpose district including the following:

(1) To exchange, sell, or otherwise dispose of all property, real and personal, of the dissolved special purpose district; and

(2) To settle all obligations of such special purpose district. Such powers and duties shall commence upon the effective date of dissolution and shall continue thereafter until such time as the affairs of the dissolved special purpose district have been completely wound up.

[1979 ex.s. c 5 § 6.]

RCW 36.96.070

Dissolved special purpose district—Disposition of property.

Any moneys or funds of the dissolved special purpose district and any moneys or funds received by the board of trustees from the sale or other disposition of any property of the dissolved special purpose district shall be used, to the extent necessary, for the payment or settlement of any outstanding obligations of the dissolved special purpose district. Any remaining moneys or funds shall be used to pay the county legislative authority for all costs and expenses incurred in the dissolution and liquidation of the dissolved special purpose district. Thereafter, any remaining moneys, funds, or property shall become that of the county in which the dissolved special purpose district was located. However, if the territory of the dissolved special purpose district was located within more than one county, the remaining moneys, funds, and personal property shall be apportioned and distributed to each county in the proportion that the geographical area of the dissolved special purpose district within the county bears to the total geographical area of the dissolved special purpose district, and any remaining real property or improvements to real property shall be transferred to the county within whose boundaries it lies. A county to which real property or improvements to real property are transferred under this section may, but does not have an obligation to, use the property or improvements for the purposes for which the dissolved special purpose district used the property or improvements and the county does not assume the obligations or liabilities of the dissolved special purpose district as a result of the transfer unless the county expressly assumes such obligations or liabilities through the adoption of a resolution.

[2020 c 179 § 4; 2001 c 299 § 13; 1979 ex.s. c 5 § 7.]

RCW 36.96.080

Dissolved special purpose district—Satisfaction of outstanding obligations.

If the proceeds from the sale of any property of the special district together with any moneys or funds of the special purpose district are insufficient to satisfy the outstanding obligations of the special purpose district, the county legislative authority, acting as a board of trustees, shall exercise any and all powers conferred upon it to satisfy such outstanding obligations: PROVIDED, That in no case shall the board of trustees be obligated to satisfy such outstanding obligations from county moneys, funds, or other sources of revenue unless it would have been so obligated before initiation of the dissolution proceedings under this chapter.

[1979 ex.s. c 5 § 8.]

RCW 36.96.085**Dissolved special purpose district—Property tax levies or special assessments—
When authorized.**

A county that dissolves a special purpose district under this chapter may impose a separate regular property tax levy or a special assessment as provided in RCW 84.55.135 if that county assumes responsibility of the services previously provided by the special purpose district.

[2020 c 179 § 5.]

RCW 36.96.090**New special purpose districts—Duties of county auditor.**

For every newly created special purpose district, the auditor of each county in which the special purpose district is located shall provide the state auditor with the following information:

- (1) The name of the special purpose district and a general description of its location;
- (2) The name, address, and telephone number of each member of its governing authority; and
- (3) The functions that the special purpose district is then presently performing and the purposes for which it was created.

[2009 c 337 § 13; 1979 ex.s. c 5 § 9.]

RCW 36.96.800**Alternative dissolution procedure—Drainage and drainage improvement districts—
Conditions.**

As an alternative to this chapter a drainage district or drainage improvement district located within the boundaries of a county storm drainage and surface water management utility, and which is not currently imposing assessments, may be dissolved by ordinance of the county legislative authority. If the alternative dissolution procedure in this section is used the following shall apply:

- (1) The county storm drainage and surface water management utility shall assume responsibility for payment or settlement of outstanding debts of the dissolved drainage district or drainage improvement district.
- (2) All assets, including money, funds, improvements, or property, real or personal, shall become assets of the county in which the dissolved drainage district or drainage improvement district was located.
- (3) Notwithstanding RCW 85.38.220, the county storm drainage and surface water management utility may determine how to best manage, operate, maintain, improve, exchange, sell, or otherwise dispose of all property, real and personal, of the dissolved drainage district or drainage improvement district.

[1991 c 28 § 1.]

RCW 36.96.900**Chapter not exclusive.**

The provisions of this chapter to dissolve inactive special purpose districts shall not be exclusive, and shall be in addition to any other method or methods provided by law to dissolve a special purpose district.

[1979 ex.s. c 5 § 10.]

RCW 36.96.910**Savings—1979 ex.s. c 5.**

The enactment of this act shall not have the effect of terminating, or in any way modifying, any liability, civil or criminal, which shall already be in existence on September 1, 1979.

[1979 ex.s. c 5 § 11.]

Greg Wendt

From: Reid Hay
Sent: Thursday, March 3, 2022 5:03 PM
To: Matt Rasmussen; Greg Wendt
Subject: Proposed alterations to DID Resolutions (for first public hearing)
Attachments: Resolution - Inactive Determination DID 9 and 9A 3.3.22.docx; Resolution - Inactive Determination DID 10 3.3.22.docx

Matt and Greg,

I have learned from Greg that the Commissioners' Office would like to pursue the dissolution of DID 9/9A and DID 10 in a two-step process – first a public hearing concerning whether the districts are “inactive” within the meaning of RCW 36.96.010(3), and a second hearing some weeks later to vote on whether to dissolve the districts.

That would be fine. Greg sent along proposed Resolutions and Agenda Action Sheets to use in the **first** meeting. **I have made some proposed changes to the Resolutions, and copies of those Resolutions (with my proposed changes incorporated) are attached to this message.** I should have used “track changes,” but unfortunately did not. I hope that the proposed alterations are nonetheless acceptable.

Regarding the Agenda Action Sheets I have only one change to propose: in the summary when reciting the language of RCW 36.96.010(3) please include the word “or” at the end of subsection (b). The word is included in the statute itself, and is important because it clarifies that only one of the listed criteria need be met for the special purpose district to be deemed “inactive.”

Because the plan is now to complete the process over two public hearings rather than one, I will also make changes to the dissolution documents to be used for the second public hearing (which will refer back to the determinations made at the earlier hearing). It is my understanding that the first hearing is scheduled for March 22, and that Greg has been sending out public notices in all the forms required under RCW 36.96.030 (which Greg and I have discussed).

Best regards,
-- Reid

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 22, 2022		
Subject:	Determination of Inactive Special Purpose District- Drainage Improvement District 10		
Presenter:	Greg Wendt		
Prepared By:	Greg Wendt		
Reviewed By:	Matt Rasmussen		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:		
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion	
<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution	
<input type="checkbox"/> Scheduled Business	<input checked="" type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance	
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract	

Summary / Background Information

This is a public hearing to take public comment on whether Drainage Improvement District 10 meets the criteria for being 'inactive' as provided in RCW 36.96.010 (Dissolution of Inactive Special Purpose Districts).

Drainage Improvement District 10 is generally located 1.9 miles west of the city limits of Prosser, along Old Inland Empire Highway and includes portions of Hicks Road, W. Johnson Road and is south of a portion of the Sunnyside Valley Irrigation District main canal.

Per RCW 36.96.010 (3), a special purpose district (drainage improvement district) is characterized as 'inactive' when any of the following exist:

- (a) The special purpose district has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period;
- (b) No election has been held for the purpose of electing a member of the governing body within the preceding consecutive seven-year period or, in those instances where members of the governing body are appointed and not elected, where no member of the governing body has been appointed within the preceding seven-year period; or
- (c) The special purpose district has been determined to be unauditible by the state auditor;

DID 10 meets criteria of RCW 36.96.010(3) (a) and (b) for being "inactive".

The County received notice from the County Auditor on March 31, 2021 and again on February 18, 2022 that DID 10 appears to be inactive and has not had a governing board for many years, despite repeated efforts by the county to recruit eligible candidates to administer the district.

DID 10 has not carried out any of the special purposes or functions for which it was created within the preceding consecutive five-year period and the DID has not held an election for the purpose of electing a member of the governing body within the preceding consecutive seven-year period. RCW 36.96.010(3)(b). The last election was held in February 1958.

If the Board determines that DID 10 meets the criteria for being inactive, it is recommended that a second public hearing be held to consider the dissolution of the district.

Fiscal Impact

No impact currently. Should dissolution of a District occur after a public hearing in the future, the county may retain the district's remaining funds, if any, following the winding up of the district's affairs. RCW 36.96.070.

Recommendation

Approval of this resolution and additional request to have county staff schedule a public hearing to consider the dissolution of an inactive special purpose district.

Suggested Motion

I move that the Board adopts the resolution with the determination that DID 10 meets the criteria in RCW 36.96.010(3) for being inactive and requests that a public hearing be scheduled to consider the dissolution of DID 10 pursuant to the proceedings provided in RCW 36.96.030 through 36.96.080.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF DETERMINING WHETHER DRAINAGE IMPROVEMENT DISTRICT 10 IS “INACTIVE” AS PROVIDED IN CHAPTER 36.96 RCW.

WHEREAS, Drainage Improvement District 10 (“DID 10”) is a special purpose district within the meaning of RCW 36.96.010(1) and encompasses portions of Benton County, and no part of the district extends into any other county; and

WHEREAS, Chapter 36.96 RCW provides a mechanism for the dissolution of inactive special purposes districts to be initiated by the county legislative authority within whose boundaries the special purpose district is located; and

WHEREAS, on February 18, 2022 the County Auditor notified the Board of County Commissioners that DID 10 appears to be inactive; and

WHEREAS, as provided in RCW 36.96.010(3) a special purpose district such as DID 10 is deemed to be “inactive” and thus subject to dissolution if (1) it has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period; or (2) no election has been held for the purpose of electing a member of its governing body within the preceding consecutive seven-year period; or (3) it has been determined to be unauditable by the Washington State Auditor; and

WHEREAS, DID 10 is defunct and for more than five consecutive years has not carried out any of the special purposes or functions for which it was formed; and

WHEREAS, the records of the Benton County Auditor establish that no elections have been held for the purpose of electing a member of the DID 10 governing board for more than seven consecutive years; and

WHEREAS, a special purpose district is deemed to be “inactive” if it meets one or more of the three criteria listed in RCW 36.96.010(3), and in this instance two such criteria apply to DID 10; and

WHEREAS, on March 22, 2022 the Benton County Board of County Commissioners conducted a public hearing on whether DID 10 meets the criteria for being inactive as provided in RCW 36.96 following public notice in the manner set forth in RCW 36.96.030; and

WHEREAS, the DID 10 is “inactive” within the meaning of RCW 36.96.010(3); and therefore is subject to dissolution pursuant to chapter 36.96 RCW; and

WHEREAS, it is in the public interest to determine DID 10 is inactive because it serves no public function, and dissolving the District will eliminate administrative burdens imposed on Benton County and reduce costs to taxpayers resulting from those administrative burdens; **NOW THEREFORE**;

BE IT RESOLVED, that the Board of Commissioners of Benton County hereby makes the following findings: (1) DID 10 has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period; and (2) no election has been held for the purpose of electing a member of the governing body of DID 10 within the preceding consecutive seven-year period; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners of Benton County, hereby finds and determines that DID 10 is inactive as provided in RCW 36.96.010(3) and

requests that a public hearing be scheduled to consider the dissolution of DID 10 pursuant to the proceedings provided in RCW 36.96.030 through 36.96.080.

Dated this _____ day of _____, 2022.

Chairman of the Board

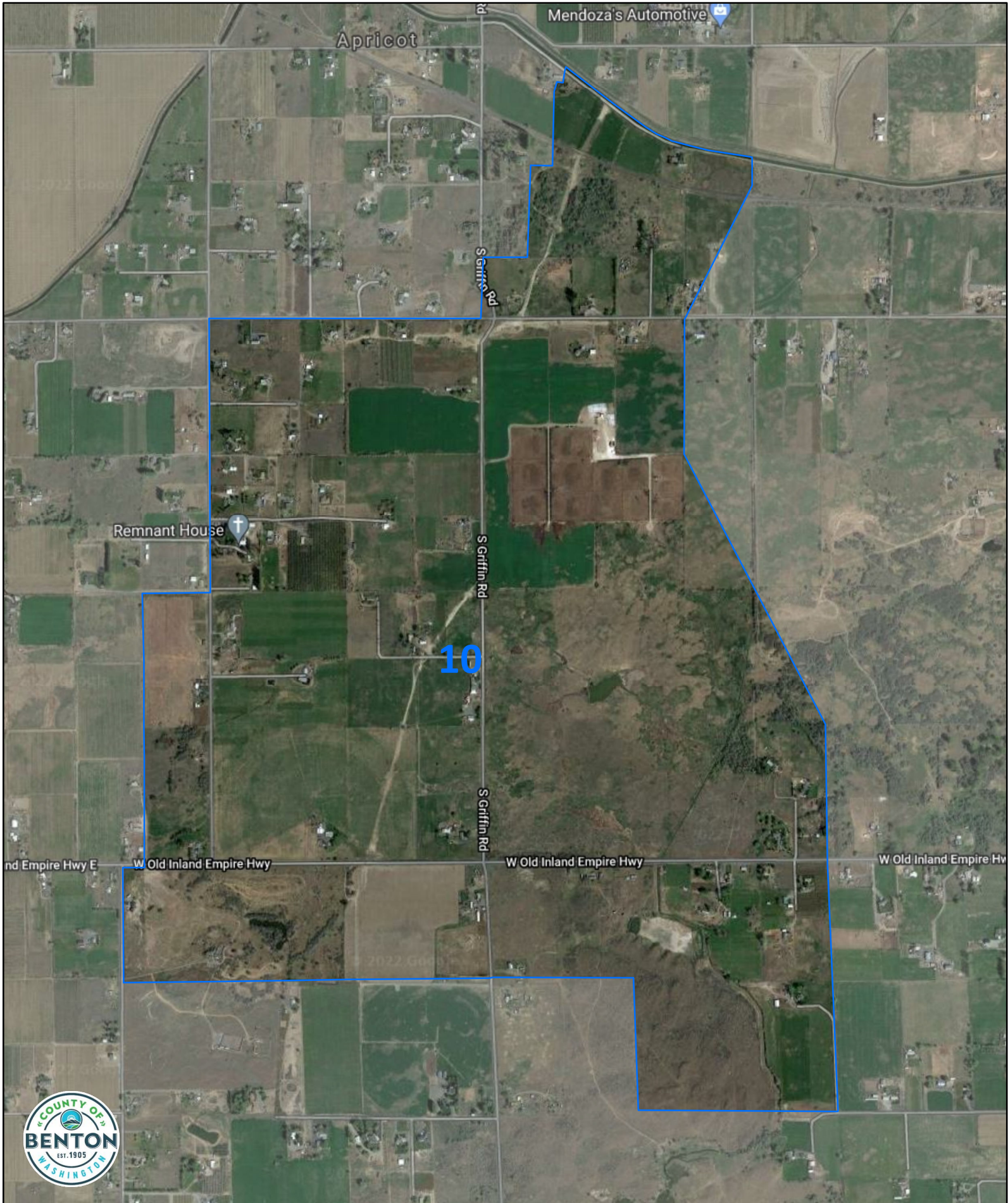
Member

Member

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

Attest.....
Clerk of the Board

Drainage Improvement District 10





To: Board of County Commissioners
From: Brenda Chilton, Benton County Auditor
Date: February 18, 2022
Subject: RCW 36.96.020, Notification of Inactive Special Purpose Districts

In accordance with RCW 36.96.020, notice is being provided that the following Special Purpose Districts appear to be inactive.

Drainage Improvement District 9/9A: There is currently no active governing body.

- No election has been held for the purpose of electing a member of the governing body within the preceding consecutive seven-year period.
- The last election for the purpose of electing a member of the governing body was in February, 2012.
- The district has been determined to be unauditible by the State Auditor.

Drainage Improvement District 10: There is currently no active governing body.

- No election has been held for the purpose of electing a member of the governing body within the preceding consecutive seven-year period.
- The last election for the purpose of electing a member of the governing body was in 1958.

Please let me know if you should have any questions.

Brenda Chilton

BRENDA CHILTON,
Benton County Auditor

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NOTICE OF PUBLIC HEARING(S)

NOTICE IS GIVEN that the following two (2) public hearings will be considered by the Benton County Board of County Commissioners at an in-person and virtual public hearing on Tuesday, **March 22, 2022, at 9 a.m.** in the Commissioners' Hearing Room, Third Floor, Courthouse Prosser WA, 620 Market Street, Prosser, WA.

Determination Of Inactive Special Purpose District - Drainage Improvement District 9/9A.

A public hearing to determine whether Drainage Improvement District 9/9A meets any of the criteria for being "inactive" as provided in R.C.W. 36.96.010. The special purpose district currently has no active governing body and is generally located 0.35 miles north of the city limits of Prosser, along the north side of Old Inland Empire Highway and south of Sunnyside Valley Irrigation District main canal.

Determination Of Inactive Special Purpose District - Drainage Improvement District 10.

A public hearing to determine whether Drainage Improvement District 10/10A meets any of the criteria for being "inactive" as provided in R.C.W. 36.96.010. The special purpose district currently has no active governing body and is generally located 1.9 miles west of the city limits of Prosser, along Old Inland Empire Highway and includes portions of Hicks Road, W. Johnson Road and is south of a portion of the Sunnyside Valley Irrigation District main canal.

Information concerning the special use districts, including map boundaries, legal descriptions, and information related to R.C.W. 36.96 Dissolution of Inactive Special Purpose Districts, can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser). All parties concerned may present any support or objections for the application. **Written testimony will need to be submitted to the Benton County Planning Division, PO Box 910, Prosser, WA 99350 by 3 p.m. Monday, March 21, 2022.**

Dated at Prosser, Washington on this 16th day of February 2022.

SHON SMALL, Chairman
BOARD OF COUNTY COMMISSIONERS

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: March 2, March 9, March 16

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Chapter 36.96 RCW

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RCW 36.96.010

Definitions.

The definitions in this section apply throughout this chapter unless the context requires otherwise:

(1) "Special purpose district" means every municipal and quasi-municipal corporation other than counties, cities, and towns. Such special purpose districts shall include, but are not limited to, water-sewer districts, fire protection districts, port districts, public utility districts, county park and recreation service areas, flood control zone districts, diking districts, drainage improvement districts, and solid waste collection districts, but shall not include industrial development districts created by port districts, and shall not include local improvement districts, utility local improvement districts, and road improvement districts;

(2) "Governing authority" means the commission, council, or other body which directs the affairs of a special purpose district;

(3) "Inactive" means that a special purpose district is characterized by any of the following criteria:

(a) Has not carried out any of the special purposes or functions for which it was formed within the preceding consecutive five-year period;

(b) No election has been held for the purpose of electing a member of the governing body within the preceding consecutive seven-year period or, in those instances where members of the governing body are appointed and not elected, where no member of the governing body has been appointed within the preceding seven-year period; or

(c) The special purpose district has been determined to be unauditible by the state auditor;

(4) "Unauditible" means a special purpose district that the state auditor has determined to be incapable of being audited because the special purpose district has improperly maintained, failed to maintain, or failed to submit adequate accounts, records, files, or reports for an audit to be completed.

[2020 c 179 § 2; 1999 c 153 § 50; 1979 ex.s. c 5 § 1.]

NOTES:

Part headings not law—1999 c 153: See note following RCW 57.04.050.

RCW 36.96.020

Notice of inactive special purpose districts by county auditor.

On or before June 1st of 1980, and on or before June 1st of every year thereafter, each county auditor shall search available records and notify the county legislative authority if any special purpose districts located wholly or partially within the county appear to be inactive. If the territory of any special purpose district is located within more than one county, the legislative authorities of all other counties within whose boundaries such a special purpose district lies shall also be notified by the county auditor. However, the authority to dissolve such a special purpose district as provided by this chapter shall rest solely with the legislative authority of the county which contains the greatest geographic portion of such special purpose district.

[2009 c 337 § 12; 1979 ex.s. c 5 § 2.]

RCW 36.96.030

Determination of inactive special purpose districts—Public hearing—Notice.

(1) Upon receipt of notice from the county auditor as provided in RCW 36.96.020, the county legislative authority within whose boundaries all or the greatest portion of such special purpose district lies shall hold one or more public hearings on or before September 1st of the same year to determine whether or not such special purpose district or districts meet any of the criteria for being "inactive" as provided in RCW 36.96.010. In addition, at any time a county legislative authority may hold hearings on the dissolution of any special purpose district that appears to meet the criteria of being "inactive" and dissolve such a district pursuant to the proceedings provided for in RCW 36.96.030 through 36.96.080.

(2) Notice of such public hearings shall be given by publication at least once each week for not less than three successive weeks in a newspaper that is in general circulation within the boundaries of the special purpose district or districts. Notice of such hearings shall also be mailed to each member of the governing authority of such special purpose districts, if such members are known, and to all persons known to have claims against any of the special purpose districts. Notice of such public hearings shall be posted in at least three conspicuous places within the boundaries of each special purpose district that is a subject of such hearings. Whenever a county legislative authority that is conducting such a public hearing on the dissolution of one or more of a particular kind of special purpose district is aware of the existence of an association of such special purpose districts, it shall also mail notice of the hearing to the association. In addition, whenever a special purpose district that lies in more than one county is a subject

of such a public hearing, notice shall also be mailed to the legislative authorities of all other counties within whose boundaries the special purpose district lies. All notices shall state the purpose, time, and place of such hearings, and that all interested persons may appear and be heard.

[2020 c 179 § 3; 1979 ex.s. c 5 § 3.]

RCW 36.96.040

Dissolution of inactive special purpose district by county legislative authority— Written findings.

After such hearings, the county legislative authority shall make written findings whether each of the special purpose districts that was a subject of the hearings meets each of the criteria of being "inactive." Whenever a special purpose district other than a public utility district has been found to meet a criterion of being inactive, or a public utility district has been found to meet both criteria of being inactive, the county legislative authority shall adopt an ordinance dissolving the special purpose district if it also makes additional written findings detailing why it is in the public interest that the special purpose district be dissolved, and shall provide a copy of the ordinance to the county treasurer. Except for the purpose of winding up its affairs as provided by this chapter, a special purpose district that is so dissolved shall cease to exist and the authority and obligation to carry out the purposes for which it was created shall cease thirty-one days after adoption of the dissolution ordinance.

[2001 c 299 § 12; 1979 ex.s. c 5 § 4.]

RCW 36.96.050

Application for writ of prohibition or mandamus by interested party—Procedure.

The action of the county legislative authority dissolving a special purpose district pursuant to RCW 36.96.040 shall be final and conclusive unless within thirty days of the adoption of the ordinance an interested party makes application to a court of competent jurisdiction for a writ of prohibition or writ of mandamus. At the hearing upon such a writ, the applicant shall have the full burden of demonstrating that the particular special purpose district, other than a public utility district, does not meet either of the criteria of being inactive or that it is not in the public interest that the special purpose district be dissolved: PROVIDED, That where the particular special purpose district subject to the dissolution proceedings is a public utility district, the applicant shall have the full burden of demonstrating that the public utility district either does not meet both the criteria of being inactive or that it is not in the public interest to dissolve the public utility district.

[1979 ex.s. c 5 § 5.]

RCW 36.96.060

Dissolution of inactive special purpose district by county legislative authority— Powers and duties.

For the sole and exclusive purpose of winding up the affairs of a dissolved special purpose district, the county legislative authority, acting as a board of trustees, shall have the same powers and duties as the governing authority of the dissolved special purpose district including the following:

(1) To exchange, sell, or otherwise dispose of all property, real and personal, of the dissolved special purpose district; and

(2) To settle all obligations of such special purpose district. Such powers and duties shall commence upon the effective date of dissolution and shall continue thereafter until such time as the affairs of the dissolved special purpose district have been completely wound up.

[1979 ex.s. c 5 § 6.]

RCW 36.96.070

Dissolved special purpose district—Disposition of property.

Any moneys or funds of the dissolved special purpose district and any moneys or funds received by the board of trustees from the sale or other disposition of any property of the dissolved special purpose district shall be used, to the extent necessary, for the payment or settlement of any outstanding obligations of the dissolved special purpose district. Any remaining moneys or funds shall be used to pay the county legislative authority for all costs and expenses incurred in the dissolution and liquidation of the dissolved special purpose district. Thereafter, any remaining moneys, funds, or property shall become that of the county in which the dissolved special purpose district was located. However, if the territory of the dissolved special purpose district was located within more than one county, the remaining moneys, funds, and personal property shall be apportioned and distributed to each county in the proportion that the geographical area of the dissolved special purpose district within the county bears to the total geographical area of the dissolved special purpose district, and any remaining real property or improvements to real property shall be transferred to the county within whose boundaries it lies. A county to which real property or improvements to real property are transferred under this section may, but does not have an obligation to, use the property or improvements for the purposes for which the dissolved special purpose district used the property or improvements and the county does not assume the obligations or liabilities of the dissolved special purpose district as a result of the transfer unless the county expressly assumes such obligations or liabilities through the adoption of a resolution.

[2020 c 179 § 4; 2001 c 299 § 13; 1979 ex.s. c 5 § 7.]

RCW 36.96.080

Dissolved special purpose district—Satisfaction of outstanding obligations.

If the proceeds from the sale of any property of the special district together with any moneys or funds of the special purpose district are insufficient to satisfy the outstanding obligations of the special purpose district, the county legislative authority, acting as a board of trustees, shall exercise any and all powers conferred upon it to satisfy such outstanding obligations: PROVIDED, That in no case shall the board of trustees be obligated to satisfy such outstanding obligations from county moneys, funds, or other sources of revenue unless it would have been so obligated before initiation of the dissolution proceedings under this chapter.

[1979 ex.s. c 5 § 8.]

RCW 36.96.085**Dissolved special purpose district—Property tax levies or special assessments—
When authorized.**

A county that dissolves a special purpose district under this chapter may impose a separate regular property tax levy or a special assessment as provided in RCW 84.55.135 if that county assumes responsibility of the services previously provided by the special purpose district.

[2020 c 179 § 5.]

RCW 36.96.090**New special purpose districts—Duties of county auditor.**

For every newly created special purpose district, the auditor of each county in which the special purpose district is located shall provide the state auditor with the following information:

- (1) The name of the special purpose district and a general description of its location;
- (2) The name, address, and telephone number of each member of its governing authority; and
- (3) The functions that the special purpose district is then presently performing and the purposes for which it was created.

[2009 c 337 § 13; 1979 ex.s. c 5 § 9.]

RCW 36.96.800**Alternative dissolution procedure—Drainage and drainage improvement districts—
Conditions.**

As an alternative to this chapter a drainage district or drainage improvement district located within the boundaries of a county storm drainage and surface water management utility, and which is not currently imposing assessments, may be dissolved by ordinance of the county legislative authority. If the alternative dissolution procedure in this section is used the following shall apply:

- (1) The county storm drainage and surface water management utility shall assume responsibility for payment or settlement of outstanding debts of the dissolved drainage district or drainage improvement district.
- (2) All assets, including money, funds, improvements, or property, real or personal, shall become assets of the county in which the dissolved drainage district or drainage improvement district was located.
- (3) Notwithstanding RCW 85.38.220, the county storm drainage and surface water management utility may determine how to best manage, operate, maintain, improve, exchange, sell, or otherwise dispose of all property, real and personal, of the dissolved drainage district or drainage improvement district.

[1991 c 28 § 1.]

RCW 36.96.900**Chapter not exclusive.**

The provisions of this chapter to dissolve inactive special purpose districts shall not be exclusive, and shall be in addition to any other method or methods provided by law to dissolve a special purpose district.

[1979 ex.s. c 5 § 10.]

RCW 36.96.910**Savings—1979 ex.s. c 5.**

The enactment of this act shall not have the effect of terminating, or in any way modifying, any liability, civil or criminal, which shall already be in existence on September 1, 1979.

[1979 ex.s. c 5 § 11.]

Greg Wendt

From: Reid Hay
Sent: Thursday, March 3, 2022 5:03 PM
To: Matt Rasmussen; Greg Wendt
Subject: Proposed alterations to DID Resolutions (for first public hearing)
Attachments: Resolution - Inactive Determination DID 9 and 9A 3.3.22.docx; Resolution - Inactive Determination DID 10 3.3.22.docx

Matt and Greg,

I have learned from Greg that the Commissioners' Office would like to pursue the dissolution of DID 9/9A and DID 10 in a two-step process – first a public hearing concerning whether the districts are “inactive” within the meaning of RCW 36.96.010(3), and a second hearing some weeks later to vote on whether to dissolve the districts.

That would be fine. Greg sent along proposed Resolutions and Agenda Action Sheets to use in the **first** meeting. **I have made some proposed changes to the Resolutions, and copies of those Resolutions (with my proposed changes incorporated) are attached to this message.** I should have used “track changes,” but unfortunately did not. I hope that the proposed alterations are nonetheless acceptable.

Regarding the Agenda Action Sheets I have only one change to propose: in the summary when reciting the language of RCW 36.96.010(3) please include the word “or” at the end of subsection (b). The word is included in the statute itself, and is important because it clarifies that only one of the listed criteria need be met for the special purpose district to be deemed “inactive.”

Because the plan is now to complete the process over two public hearings rather than one, I will also make changes to the dissolution documents to be used for the second public hearing (which will refer back to the determinations made at the earlier hearing). It is my understanding that the first hearing is scheduled for March 22, and that Greg has been sending out public notices in all the forms required under RCW 36.96.030 (which Greg and I have discussed).

Best regards,
-- Reid

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