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, June 7, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **May 24, 2022**
- **May 24, 2022 Special Board Meeting**
- **May 25, 2022 Special Board Meeting**
- **May 26, 2022 Special Board Meeting**

Review Agenda

Consent Agenda

Auditor
a. Surplus & Disposition of Personal Property
Clerk
b. Statement of Work w/NCourt for Collection of Payments
Commissioners
c. Contract w/Prosser Record Bulletin for Official County Newspaper
Facilities
d. Line Item Transfer, Fund No. 0000-101, Dept. 110 for Capital Outlay

Human Resources

e. Amendment to Agreement w/Teamsters Local 839, Representing Road Department Employees
f. Letter of Agreement w/Teamsters Local 760, Representing Correctional Corporals & Sergeants

Human Services

g. Agreement w/Educational Service District 123 & TC Futures for Meeting Five-Year Homeless Plan
h. Second Amendment to Agreement w/Columbia Industries for Employment Services
i. Second Amendment to Agreement w/Entrust Community Services for Employment Services
j. Second Amendment to Agreement w/Goodwill Industries of the Columbia for Employment Services
k. Second Amendment to Agreement w/Responding to Autism Services for Employment Services
l. First Amended Agreement w/MRJN Associates for Employment Services
m. First Amended Agreement w/Compass Career Solutions for Employment Services
n. Second Amended Agreement w/Children's Developmental Center for Children Services
o. Second Amended Agreement w/ARC of Tri-Cities for Employment Services
p. Agreement w/WA State DSHS for Long-Term Payables

Information Technology

q. Twelve Month Agreement w/Smarsh Inc for Archiving Electronic Records
r. Purchase of One Mobile Laptop for Human Services Department From Dell, Inc.
s. Purchase of One Precision Laptop for Office of Public Defense From Dell, Inc.
t. Purchase of One Precision Laptop for Commissioners' Office, Construction Manager From Dell, Inc.
u. Purchase of One Precision Laptop, One Thunderbolt Dock and Three Monitors for the Risk Management Department From Dell, Inc.

Juvenile

v. Amendment No. 1 to Agreement w/State of WA, DSHS, Juvenile Rehabilitation Administration
w. Copier Lease Agreement w/Ricoh USA

Office of Public Defense

x. Early Termination of District Court Public Defense Agreement w/Elisa Riley

Public Works

y. Agreement w/City of Prosser for Revision of Corporate Boundary
z. Contract w/American Rock Products for Plymouth Road Pavement Overlay
aa. Approval of Construction Plans & Setting Speed Limit for Mammoth Acres Subdivision
bb. Franchise Renewal to Zayo Group for Fiber Optic Telecommunications Systems & Facilities in County Road Rights of Way

Purchasing

cc. Comprehensive Energy Audit Contract w/Sazan Group, Inc. for Justice Center & Jail Facilities
dd. First Contract Amendment w/Apollo Mechanical Contractors for HVAC-R Preventative Maintenance
ee. Contract w/Basin Building Solutions for HVAC Services
ff. Amended Contract w/Stantec Consulting Services for Design of the BDA/DAS System Upgrade @ the Justice Center
gg. Purchase of Guardrail From Coral Sales Company for Public Works Dept.

Treasurer

hh. Contract w/GovEase Auction for Conducting Online Property Tax Foreclosure Sales

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

Public Hearing

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

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

Ordinance Amendment to County Public Records Policy, BCC 5.14 ~ A Morasch & M Christen

Budget Adjustment for Human Services ~ L Ivey

Scheduled Business

Payment Authorization to Ennis-Flint for Purchase of Thermoplastic Markings for Public Works ~ M Mahoney

Open Bargaining Discussion ~ Commissioners & L Wingfield

Communications Coordinator ~ L Wingfield & M Rasmussen

- Updated Classification Description
- Updated Salary Schedule
- Line Item Transfer, Fund No. 0000-101, Dept. 102 to 107

Appointment of Members to the Benton Franklin Behavioral Health Advisory Committee ~ M Rasmussen

Other Business

Executive Session

Review Qualifications of a Candidate for Public Employment ~ L Wingfield & A Morasch

Pending Litigation ~ E Andrews

Potential Litigation ~ L Wingfield & S Hallstrom

Potential Litigation ~ R Brown & J MacPherson

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, May 24, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Lexi Wingfield, HR Manager; Greg Wendt, Community Development Director; Clerk Josie Delvin; Adam Morasch, Risk Manager; Treasurer Ken Spencer; DPA Ryan Brown.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of May 17, 2022 were approved.

Agenda Review

The following items were added to the agenda:

- Construction Manager Contract
- Counseling Services Contract
- Executive Session – Real Estate Transaction
- Executive Session – Pending Litigation

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "n". Commissioner McKay seconded.

Discussion

Commissioner McKay commented that there were a lot of line item transfers coming before the Board for overtime. It was noted it had to do with the current workforce issues.

Upon vote, the Board approved the following:

Auditor

a. Surplus and Disposition of Personal Property

Commissioners

b. Reappointment of Darryl Olsen to the Water Conservancy Board

Corrections

c. Line Item Transfer, Fund No. 0000-101, Dept. 120 for Overtime

Juvenile

d. Line Item Transfer, Fund No. 0115-101, Dept. 171 for Overtime

Public Works

e. Line Item Transfer, Fund No. 0101-101, Dept. 500
f. Contract w/American Rock Product for Bituminous Surface Treatment Area 6 & Edge Repair
g. Accepting Work Performed by Central Washington Asphalt for Bituminous Surface Treatment Area 5 & Edge Repair
h. Accepting Work Performed by Western Construction of Lewiston for Crushing & Stockpiling

Purchasing

i. First Amended Contract w/River City Environment Inc. for Trap/Oil-Water Separator Pumping & Cleaning Services
j. Agreement w/Runbeck Election Services for Software & Election Operation Management System for Auditor's Office
k. Purchase of Fifteen MorpholDent Fingerprint Identification Devices from Idemia for Sheriff's Office
l. Rental of Vactor Truck for Public Works Dept; Rescinding Resolution 2022-218
m. Request to Proceed w/Advertisement & Bid Process for Furnishing Road Surfacing Materials for Public Works

Sheriff

n. Line Item Transfer, Fund No. 0000-101, Dept. 121

Public Comment

None.

Line Item Transfer to Create a Rule 9 Position – Office of Public Defense

Lexi Wingfield presented a Line Item Transfer to create a temporary Rule 9 Intern Position in the Office of Public Defenses. Rule 9 Interns were currently used in the PA's office and would assist with the case load in the Office of Public Defense. These interns were usually students and working on taking the bar exam. This request was budget neutral.

MOTION: Commissioner Delvin move to approve the resolution and line item transfer to create position 1529 as Temporary Help, Rule 9 Intern as presented. Commissioner McKay seconded and upon vote, the motion carried.

Establish the Risk Management Coordinator Position

Lexi Wingfield and Adam Morasch presented a request for a new position in Risk Management.

This request was budget neutral, and funding would be used from the elimination of two positions within county administration (the Jail Investigator and BOE Secretary). The position would help with a variety of issues with Risk Management, HR Office, and would continue some of the work previously done by the jail investigator.

MOTION: Commissioner Delvin moved to approve the Risk Management Coordinator classification description as presented. Commissioner McKay seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve the Risk Management Coordinator as a grade 17 on the Benton County Non-Bargaining Salary Schedule as presented. Commissioner McKay seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve the Line Item Transfer to create and fund the Risk Management Coordinator position as presented. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

Construction Manager Contract

Lexi Wingfield said they were negotiating a contract for the construction manager position and presented a resolution authorizing County Administration to sign the contract and hire a Construction manager in lieu of the Board.

MOTION: Commissioner Delvin moved to approve the resolution giving County Administration the Authority to Hire a Construction Manager Via Employment Contract. Commissioner McKay seconded and upon vote, the motion carried.

Counseling Services for Sheriff's Office

Ms. Wingfield said since the implementation of a contract for counseling services in the Sheriff's office, there had been an increase utilizing the contract and she requested an extension of the contract through the end of 2022. Additionally, it would authorize County Administration to sign the contract once that contract was ready to go.

MOTION: Commissioner Delvin moved to approve the resolution authorizing the County Administrator or the Deputy County Administrator to Sign the Contract Extension between Benton

County and Amy Bloom for Sheriff's Office Employees Additional Counseling Services. Commissioner McKay seconded and upon vote, the motion carried.

Certificate of Good Practice

Chairman Small presented the Certificate of Good Practice to the County Engineer as issued by the County Road Administration Board.

Progressive Bid – Juvenile/Sheriff's Office

Chairman Small reported on his meeting regarding the progressive bid process for construction of the Juvenile Building and Sheriff's Office remodel and said it was moving along.

Executive Session – Real Estate Acquisition

The Board went into executive session at 9:15 a.m. for up to 10 minutes with Matt Rasmussen to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price. Also present were Jerrod MacPherson, Cami McKenzie, and Ryan Brown.

The Board came out at 10:28 a.m. No decisions were made in executive session.

Executive Session – Pending Litigation

The Board went into executive session with DPA Ryan Brown at 9:28 a.m. for 15 minutes to discuss pending litigation. Also present were Josie Delvin, Matt Rasmussen, Jerrod MacPherson, and Cami McKenzie.

The Board came out at 9:36 a.m. No decisions were made in executive session.

Resolutions

2022-339: Surplus and Disposition of Personal Property
2022-340: Reappointment of Darryl Olsen to the Water Conservancy Board
2022-341: Line Item Transfer, Fund No. 0000-101, Dept. 120 for Overtime
2022-342: Line Item Transfer, Fund No. 0115-101, Dept. 171 for Overtime
2022-343: Line Item Transfer, Fund No. 0101-101, Dept. 500
2022-344: Contract w/American Rock Product for Bituminous Surface Treatment Area 6 & Edge Repair
2022-345: Accepting Work Performed by Central Washington Asphalt for Bituminous Surface Treatment Area 5 & Edge Repair
2022-346: Accepting Work Performed by Western Construction of Lewiston for Crushing & Stockpiling
2022-347: First Amended Contract w/River City Environment Inc. for Trap/Oil-Water Separator Pumping & Cleaning Services

2022-348: Agreement w/Runbeck Election Services for Software & Election Operation Management System for Auditor's Office

2022-349: Purchase of Fifteen MorpholDent Fingerprint Identification Devices from Idemia for Sheriff's Office

2022-350: Rental of Vactor Truck for Public Works Dept; Rescinding Resolution 2022-218

2022-351: Request to Proceed w/Advertisement & Bid Process for Furnishing Road Surfacing Materials for Public Works

2022-352: Line Item Transfer, Fund No. 0000-101, Dept. 121

2022-353: Transfer of Funds Within Public Safety Tax Fund Number 0148101, Dept. 136

2022-354: Establishing a Risk Management Coordinator Classification Description

2022-355: Establishing the Salary Grade for the Risk Management Coordinator

2022-356: Transfer of Funds Within Current Expense Fund Number 0000101, Dept. 120 and 103 to Dept. 107

2022-357: In the Matter of Giving County Administration the Authority to Hire a Construction Manager Via Employment Contract

2022-358: Authorizing the County Administrator or the Deputy County Administrator to Sign the Contract Extension Between Benton County and Amy Bloom for Sheriff's Office Employees Additional Counseling Services

There being no further business before the Board, the meeting adjourned at approximately 9:36 a.m.

_____ _____

Clerk of the Board Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Special Board Meeting
Benton County Administration Building
Commissioners' Hearing Room
7122 W. Okanogan Place, 3rd Floor, #E303
Kennewick, WA
Tuesday, May 24, 2022, 1:30 p.m.

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

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Shyanne Palmus, Communications Coordinator; Linda Ivey, Finance Manager; Adam Fyall, Sustainable Development Manager; Ken Spencer, Treasurer; Cody Shelton, IT Department.

Public Safety Sales Tax ~ External Agency Requests - 2023 – 2024 New Budget Request Presentations and Discussion

The following organizations made presentations to the Board:

- Boys & Girls Club – Andrea Locati, Director of Operations, Chandra Burns, Chief Operating Officer and Brian Ace, Executive Director (via/WebEx)
    - Serving youth with the goal of breaking the cycle of crime, poverty, and hopelessness
    - Kennewick Club House - $550,000 ($225,000 operational support per year)
    - Prosser Club House - $250,000 ($125,000 operational support per year)

- Benton Franklin Health District - Marie Hutson, Nurse Family Partnership Supervisor & Jeff Jones, Finance Manager
    - Nurse-Family Partnership – $604,753 (Operational costs for public health nurses to deliver home-visitation services and provide support of maternal and early childhood health program for low-income, first-time moms and babies)

- Communities in Schools of Benton-Franklin – Lupe Mares, Executive Director
    - Site Coordinators – Wrap Around Services – $700,000 (increase community and school district collaboration to identify, address and remove barriers for children and families in need - increase funding to add schools – from services in 6 schools to funding for all Benton County schools)

- Kiona Benton City School District - Wade Haun, Federal Programs Director & Augustin Tovar, Student Achievement Specialist
    - Crime Prevention Program - $89,000 – (focus on young people ages 14-21, specifically to target those who have dropped out or are in danger of dropping out of school to prevent them from participating in gang and criminal activities)

- Partners for Early Learning - Phyllis Ferguson, President
    - Building Resilience Through Family Support - $375,216 – (family support coaching to high-risk families with young children, ages birth-5 in high poverty areas; for up 36 families)

- Safe Harbor Support Center – Sara Harpster, Executive Director and Maria Hadley
    - My Friends Place - $430,000 (Eastern Washington's only homeless teen shelter for ages 13-17 – to provide operational costs)

- Support, Advocacy & Resource Center (SARC) - JoDee Garretson, Executive Director
    - Engagement Specialist - $173,264 (Request to maintain the 1.0 FTE Engagement Specialist position that is housed 50% of time at the Juvenile Justice Center (JJC) and 50% at SARC). The Engagement Specialist is able to assist in making police/CPS reports and provide services both while youth are housed at JJC and after they are released.

- United Way - Paul Klein, Director of Community Impact
    - Middle School Mentoring Program - $235,000 (new program through AmeriCorps to provide mentoring in 7 middle schools – targeting chronic absenteeism)

There being no further business before the Board, the meeting adjourned at approximately 3:50 p.m.

_____ _____

Clerk of the Board Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Special Board Meeting
Benton County Administration Building
Commissioners' Hearing Room
7122 W. Okanogan Place, 3rd Floor, #E303
Kennewick, WA
Wednesday, May 25, 2022, 1:30 p.m.

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

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Cody Shelton, IT; Adam Fyall, Sustainable Development Manager; Shyanne Palmus, Communications Coordinator; Linda Ivey, Finance Manager; Auditor Brenda Chilton via/WebEx; Assessor Bill Spencer.

State Lobbyist End of Session Workshop - Gordon Thomas Honeywell Governmental Affairs

John Weiss and Annika Vaughn gave a Powerpoint presentation and reported on the 2022 Legislative Session and briefly discussed the following:

- Overview
  - Short session – 60 days
  - Supplemental budget
  - Transportation revenue package
  - Redistricting maps
  - Democrats in majority for both House and Senate
  - 1051 bills considered and 309 passed legislature
  - Local/Capital/Transportation budgets
  - Local investments – GMA planning; grants to individuals in right of ways; landlord eviction assistance; and marijuana revenues increase
- Benton County Priorities
  - Three Rivers Behavioral Health Recovery Center – strongly supported request
  - Policy Priorities - .09 Rural County Money – to renew – confirmed it was in effect until 2032

    - Meetings outside of county seat flexibility
    - Ex parte filing fees
    - Abolish torrens
- Additional Legislative Issues
    - Clarify police reform bills
    - Body camera grant program
    - OPMA
    - Local control
    - State shared revenue
- Additional Legal Issues
- Next Steps
    - Outreach to County Legislative Members
    - Monitor implementation
    - Establish 2023 priorities
- New redistricting maps take effect before November 2022 General Election
- Legislature meets for a pre-session November 30, 2022 to December 3, 2022
- 2023 Session begins January 9, 2023

There being no further business before the Board, the meeting adjourned at approximately 2:10 p.m.

_____ _____

Clerk of the Board Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Special Board Meeting
Benton County Administration Building
Commissioners' Hearing Room
7122 W. Okanogan Place, 3rd Floor, #E303
Kennewick, WA
Thursday, May 26, 2022, 1:30 p.m.

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

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen via/WebEx; Robert Heard, IT Manager; Cody Shelton, IT; Linda Ivey, Finance Manager; Shyanne Palmus via/WebEx; Adam Fyall, Sustainable Development Manager; via/WebEx; Clerk Josie Delvin via/WebEx; Coroner William Leach; Superior Court Judge Joe Burrowes; DPA Ryan Brown; Tiffany Runge, Superior Court Administrator; Michael Vander Sys, OPD; DPA Ryan Lukson; Ginny Badley, PA's Office; Julie Long, Assistant Chief Deputy; Chief Robert Guerrero and Cindi Kane, Corrections; District Court Judge John Ziobro; Ryan Washburn, Therapeutic Courts Coordinator; Katie Gillies, Sheriff's Office; Undersheriff Jon Law; Commander Lee Cantu; Heather Reynolds, Sheriff's Office; Laurel Holland, DPA; Synthia Alcantar, Victim Witness Coordinator.

Public Safety Sales Tax ~ Internal Agency Requests - 2023 – 2024 New Budget Request Presentations and Discussion

The following departments made presentations to the Board:

- Clerk's Office – Josie Delvin via/WebEx
  - Upgrade three (3) positions from Grade 4 to Grade 6 - $25,000 (due to change in job duties; originally created as temporary positions).

- Coroner – William Leach
  - Forensic Pathologist Position and support staff - $200,000 (partial funding - balance of $400,000 would be required from general fund). Would maintain contract with Spokane County as a backup. He said he believed there would be revenue from contract autopsies to partially offset this cost.

- Office of Public Defense – Michael Vander Sys
    - Paid Rule 9 Intern Internship Program (2 Positions) – $73,680 - this would be a recruiting tool to get law students earlier in their schooling by offering compensation. Individuals would have a Rule 9 license in 2nd or 3rd year of law school to perform functions of a lawyer under the direction of a lawyer.

- Prosecuting Attorney – Julie Long, Synthia Alcantar, Laurel Holland, Commander Darryl Judge, Richland PD
    - Victim Witness Coordinator (new) - $192,703 (due to increase in major and serious violent crimes against persons)
    - Counseling Services - $40,000 (would allow 4 times/per year for attorneys and victim staff for counseling services for trauma related response)
    - Supplies - $25,000 – for court mandated trial supplies – emergency court rules due to covid, but still ongoing
    - Training - $11,000.00 for attorneys coming in from other states and support staff
    - Recruitment Bonuses - $50,000 – for up to five open Deputy Prosecutor positions – emphasized this was a specialized degree that other departments did not require
    - Technology Software - $26,176
    - Total - $344,879

- Superior Court - Judge Burrowes and Tiffany Runge; Clerk Delvin (via/WebEx)
    - Three FTE Bailiff Positions - $260,137 – provides essential security functions for the safety and security of Courtrooms and adjacent areas. Currently 10 judicial officers and only six FTE Bailiffs. Clerk Delvin also spoke in favor of the Bailiff for the Ex Parte dockets without a judge on protection orders when a Clerk was in Court without a Bailiff.

Judge Ziobro also spoke in favor of the recruitment bonuses for attorneys, as a lot of the applicants were not from this area and have moving expenses. Additionally, he said having bailiffs present in the Courtrooms had the benefit alone of showing authority.

- District Court/Therapeutic Courts - Judge Ziobro and Ryan Washburn
    - Misdemeanor Drug Court - $55,577 (new program) – 1/3 of mental health referrals were rejected due to a primary diagnosis of substance abuse and this was an unmet need. Some of the court costs will be absorbed through the services already being provided in the other Therapeutic Courts

- Sheriff's Office/Corrections – Chief Robert Guerrero; Undersheriff Jon Law; Commander Lee Cantu; Heather Reynolds
    - Jail Detective Position - $132,069.18 (Corrections); $142,938.18 (Sheriff) – to investigate internal affairs, PREA investigations, and pre-employment polygraphs

- Sheriff's Office
    - Crime Scene Evidence Vehicle - $350,000 – to provide equipment, technology, facilities, and appropriate shelter during long hours processing crime scenes

- Forensic Software Program - Analyst Notebook - $8,500
- Forensic Software Program - Gray Key - $59,000
- Forensic Software Program - Berla Ive - $6,000
- Forensic Software Program – Cellebrite - $12,000

- Six (6) Unmanned Aerial Vehicle (UAV) Drones - $26,000.00 – to be used in rural and suburban areas when looking for fleeing subjects and missing or endangered persons

- SWAT Vehicle Vault Boxes - $25,000 – specialized vault boxes for weapons and tools for the SWAT Team

- Training - $30,000 – for increased cost of law enforcement academy, and crisis intervention training

There being no further business before the Board, the meeting adjourned at approximately 4:00 p.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Declaration of Surplus Property
Presenter:	
Prepared By:	M. Gutierrez
Reviewed By:	L. Roe

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

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

Summary / Background Information

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of.

Fiscal Impact

0

Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibits can be declared surplus and disposed of as submitted.

Suggested Motion

Approve as part of the Consent Agenda.

M. Gutierrez
L. Roe
B. Chilton
S. Caughey

M. Gutierrez

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SURPLUS AND DISPOSITION OF PERSONAL PROPERTY, IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the County's Personal Property Management Policy, Resolution No. 07-752, sets forth the policies and procedures for surplus and disposition of personal property; and

WHEREAS, pursuant to the policy, the Benton County Auditor is the Personal Property Manager for the County; and

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **NOW, THEREFORE,**

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of by Pacific MicroRem.

Dated this _____day of _____, 2022.

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

M. Gutierrez
L. Roe
B. Chilton
S. Caughey

M. Gutierrez

SURPLUS

RISK MANAGEMENT

- EIA Metal Detector
  Tag #15989
- EIA Metal Detector
  Tag #11637
- EIA Metal Detector
  Tag #11638
- EIA Metal Detector
  Tag #11634
- Heimann D-65197 X-Ray Machine
  Tag #11635
- Heimann D-65197 X-Ray Machine
  Tag #11633

M. Gutierrez
L. Roe
B. Chilton
S. Caughey

M. Gutierrez

DocuSign Envelope ID: 188FDEF1-7EDC-4F1F-AD56-B4D49E2D5D20

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	nCourt Statement of Work
Presenter:	n/a
Prepared By:	Elaine Osborne
Reviewed By:	Josie Delvin

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

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

Summary / Background Information

nCourt is the credit card processing company we have been using for accepting credit cards for fine payments, processing records requests, payment of fees and in-person transactions. Our current contract expired on 12/31/21 and a new contract needs to be established. The new contract has a term of three (3) years.

Fiscal Impact

No fiscal impact. Use fees are paid by the credit card holder.

Recommendation

Sign Statement of Work on consent agenda. Contract approved as to form by Eric Andrews, Deputy Prosecutor.

Suggested Motion

n/a

DocuSign Envelope ID: 188FDEF1-7EDC-4F1F-AD56-B4D49E2D5D20

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE STATEMENT OF WORK BETWEEN NCOURT AND THE BENTON COUNTY CLERK.

WHEREAS, nCourt provides an online/web-based payment option for the collection of legal financial obligations, web-based records request, and payments for in-person transactions; and

WHEREAS, the current contract with nCourt, Resolution 2016-267, expired on December 31, 2021, and a new contract needs to be established; **NOW, THEREFORE,**

BE IT RESOLVED, that the Benton County Board of County Commissioners sign the attached Statement of Work agreement with nCourt to provide an online, web-based, and in-person payment options; and

BE IT FURTHER RESOLVED, the term of this Statement of Work shall be for a period of three (3) years commencing on the date of signature of the Benton County Board of County Commissioners.

Dated this _____ day of June, 2022.

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

cc: Benton County Clerk, Prosecutor

Prepared by: E. Osborne

DocuSign Envelope ID: 188FDEF1-7EDC-4F1F-AD56-B4D49E2D5D20

nCourt

Payments Made Easy

PAYMENT PROCESSING SERVICES STATEMENT OF WORK

between

nCourt, LLC

("Provider")

having its principal place of business at:

3025 Windward Plaza, Ste 200
Alpharetta, GA 30005

and

Benton County Clerk's Office

("Merchant")

having its principal address at:

7122 W. Okanogan Place, Suite A210
Kennewick, WA 99336

DocuSign Envelope ID: 188FDEF1-7EDC-4F1F-AD56-B4D49E2D5D20

THIS PAYMENT PROCESSING SERVICE STATEMENT OF WORK (this "***SOW***") is made and entered into as of the ____ day of _____ 20__ ("***Effective Date***") by and between nCourt, LLC ("***Provider***") and Benton County Clerk's Office ("***Merchant***"). Merchant and Provider may each be referred to individually as a "**Party**" and together as the "**Parties.**"

The Terms and Conditions located at https://govcontract.wpengine.com/payment_processing/ are incorporated by reference. In the event of any conflict or inconsistency between this SOW and the Terms and Conditions, the provisions of this SOW shall prevail.

TERM

This SOW will commence upon the Effective Date and continue for three (3) years, at which point in time the SOW will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this SOW.

STRATEGY

After the contracting process has ended, Provider will build and the maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant. On this test site, Provider will build logic and business rules to govern the hosted data. Provider will establish Merchant Identification credentials. Merchant Identification credentials will be applied into the hosted site. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site.

The date of System launch ("***Go-Live***") will be targeted during an implementation kickoff call with all relevant stakeholders.

The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

MISCELLANEOUS

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Benton County, Washington.

Waiver of Jury Trial. The following language shall be struck from the Terms and Conditions: THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

SCOPE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist Provider in the timely launch of the payment processing program. Provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources.

   Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

2. **E-Payment System Utilization**

   2.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.

   2.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

   2.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☒):

   ☐ Tax
   ☐ Utilities
   ☒ Court Fees & Fines
   ☐ Licenses
   ☐ Parks & Recreation
   ☐ Child Support
   ☐ Miscellaneous

3. **Provider Deliverables**: Provider shall deliver the following, included as marked (☒):

3.1. ☒ Web E-Payment System

3.1.1. Provider shall continue to maintain a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.

3.1.2. System will collect and transmit payment information for authorization and settlement.

3.1.3. System will provide method of transferring transaction data back to Merchant.

3.1.4. Upon notification of an over- or under-payment of any fine amount, Provider will refund an overpayment or notify the Customer via automated email of their under-payment and the remaining amount due.

3.1.5. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.

3.2. ☒ Counter E-Payment System

3.2.1. Provider shall deliver an administrator portal for counter payments.

3.2.2. Provider shall remotely upgrade EMV devices as appropriate.

3.3. ☒ Phone / Call Center E-Payment System

3.3.1. Provider shall provide a toll-free telephonic customer service function to ensure that Customers utilizing the Program have a satisfactory experience that does not require the technological assistance of Merchant personnel.

3.4. ☐ IVR - E-Payment System

3.4.1. IVR solution shall be hosted and maintained by Provider.

3.4.2. Provider shall configure call scripts according to industry best practices.

3.4.3. IVR functionality shall only include search/retrieval and payment processing of Case payments in full.

3.5. ☐ Text and Email Payment System

3.5.1. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.

3.6. ☐ eCheck/ACH E-Payment System

3.6.1. Provider will configure web E-Payment System to accept eCheck/ACH Payments.

3.7. ☐ Integrations

3.7.1. Provider will create/maintain an integration with record management or other system.

3.8. ☐ E-Payment System Training

3.8.1. Provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.

4. **Merchant's Responsibilities**: In order for Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):

4.1. ☒ General

4.1.1. Provide a fine list in an electronic format and updates within forty-eight (48) hours of a change.

4.1.2. Provide a payment schedule in an electronic format (if applicable).

4.1.3. Attend client care calls as requested.

4.1.4. Notify Provider of changes to any state, county, or municipal mandates or laws.

4.1.5. Revoke system access of terminated Merchant employees at time of termination.

4.2. ☒ Web E-Payment System

4.2.1. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.

4.3. ☒ Counter E-Payment System

4.3.1. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

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4.4. ☐ Integrations

4.4.1. The Merchant, via their record management system, will update Provider's payment program on a near real-time basis, with data on all open and payable records from the Merchant's server. Upon exchange of the data, the information may be accessed, and payment made by the Customer.

SIGNATURES

In witness whereof, the Parties have executed this SOW by their duly authorized representatives as of the date first above written.

Benton County Board of County Commissioners:

Signed: _____

Name: _____

Title: _____

Date: _____

nCourt, LLC:

Signed: DocuSigned by: Richard Stierwalt

Name: Richard Stierwalt

Title: Chief Executive Officer

Date: 5/13/2022

Approved as to form by:
Eric Andrews, Benton County Deputy Prosecutor

EXHIBIT A: FEES

1. **E-Payment System**

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees (“***Convenience Fees***”) and/or Merchant will be billed applicable fees (“***Merchant Absorbed Fees***”) associated with payment transactions marked (☒) as follows.
Note: No new services are being added.

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ **Online** (via web or mobile device)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	Transactions under $25.00: **$0.00** per transaction Transactions $25.00 - $1,500.00: **4.00%** per transaction (*rounded to the nearest whole dollar*) Transactions over $1,500.00: **3.00%** per transaction (*rounded to the nearest whole dollar*)	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☐ **PayPal / PayPal Credit / Venmo**		
	☐ **E-Check / ACH**		☐
☒ **Counter** (in-office via PCI compliant, EMV ready card readers)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	Transactions under $25.00: **$0.00** per transaction Transactions $25.00 - $1,500.00: **4.00%** per transaction (*rounded to the nearest whole dollar*) Transactions over $1,500.00: **3.00%** per transaction (*rounded to the nearest whole dollar*)	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☐ **E-Check / ACH**		☐
☒ **Call Center** (via live, bilingual call center agent)	☒ **Credit Cards** ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	Transactions under $25.00: **$0.00** per transaction Transactions $25.00 - $1,500.00: **4.00%** per transaction (*rounded to the nearest whole dollar*) Transactions over $1,500.00: **3.00%** per transaction (*rounded to the nearest whole dollar*)	☐
	☒ **Debit Cards** ☒ Visa ☒ Mastercard ☒ Discover		
	☐ **E-Check / ACH**		☐

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RE: [EXTERNAL] Updated Contract Renewal Document For Review

Reply | Reply All | Forward | ...

Eric Andrews
To Elaine Osborne

Fri 4/8/2022 10:03 AM

I approve as to form.

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

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

From: Ryan Lukson <Ryan.Lukson@co.benton.wa.us>
Sent: Thursday, March 31, 2022 9:10 AM
To: Elaine Osborne <Elaine.Osborne@co.benton.wa.us>; Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: FW: [EXTERNAL] Updated Contract Renewal Document For Review

Thanks Elaine. Eric is reviewing the nCourt contract for district court so I think it makes sense for him to review it as well. Let me know if you have any questions. Thanks

Ryan J. Lukson
Assistant Chief Deputy Prosecutor, Civil
Benton Co. Pros. Attorney's Office
Office: (509) 735-3591
Cell: (206) 915-6386
Fax: (509) 222-3705

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From: Elaine Osborne <Elaine.Osborne@co.benton.wa.us>
Sent: Wednesday, March 30, 2022 1:14 PM
To: Ryan Lukson <Ryan.Lukson@co.benton.wa.us>
Subject: FW: [EXTERNAL] Updated Contract Renewal Document For Review

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Elaine Osborne
Fklhi#Shsxw|#Fdun#
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#
From: Jon Oswalt <joswalt@ncourt.com>
Sent: Tuesday, March 29, 2022 10:47 AM
To: Elaine Osborne <Elaine.Osborne@co.benton.wa.us>
Subject: [EXTERNAL] Updated Contract Renewal Document For Review

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Hi Elaine,

Please see the revised contract renewal document attached to this email. I provided both a PDF and Word version for your legal team. I see that our legal team has removed some of the legalese from the document and cleaned it up. If there is anything you or your attorney feels should be added back. Please go ahead and do that and just give me a brief explanation as to why you needed to add it back so I may include in the notes to my team. Please also make sure redlines are visible so our team can easily find those changes. However, if this new version looks good. Please either have it signed on your end or let me know you approve and I can request our team sign it first. Please let me know if you have any questions and I look forward to hearing back from you soon.

Best Regards,

Jon Oswalt | PNW Regional Sales Account Manager
C: 206-384-9116
P: 770-779-1157
www.ncourt.com
nCourt
Payments Made Easy

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Contract with Prosser Record Bulletin for Official County Newspaper
Presenter:	N/A
Prepared By:	Cami McKenzie
Reviewed By:	Matt Rasmussen

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

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

Summary / Background Information

Each year the County must receive bids for selection of the Official County Newspaper, to be opened at the first Board meeting in April. A contract runs from July 1 to June 30 of each year.

On April 19, 2022, per Resolution 2022-270, the Board awarded the official county newspaper for the period July 1, 2022 through June 30, 2023 to the Prosser Record Bulletin and directed staff to negotiate a contract for approval at a later date.

Fiscal Impact

Amount: $150,000; Fund: Various

The County expends approximately $150,000 on advertisement costs over the one-year contract period for all County Departments.

Recommendation

Staff recommends the Board authorize the Contract for Official County Newspaper for the Year July 1, 2022 to June 30, 2023 to the Prosser Record Bulletin and authorize the Chairman to sign the attached contract.

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 CONTRACT FOR OFFICIAL COUNTY NEWSPAPER FOR THE YEAR JULY 1, 2022 THROUGH JUNE 30, 2023 TO VALLEY PUBLISHING COMPANY DBA PROSSER RECORD BULLETIN

WHEREAS, on April 19, 2022 per Resolution 2022-270, the Board of Benton County Commissioners awarded the contract for official county newspaper for the period July 1, 2022 through June 30, 2023 to Prosser Record Bulletin; **NOW, THEREFORE**,

BE IT RESOLVED that the contract for said services is approved for the bid amount identified in Resolution 2022-270 at the following rate:

Prosser Record Bulletin:	Weekly (Wednesday)
Column-inch rate, first insertion, including online:	$18.00
Column-inch rate, subsequent insertion:	$26.00 (additional insertions: $8.00)

BE IT FURTHER RESOLVED the Board of Benton County Commissioners hereby approves the attached contract for official county newspaper for the period July 1, 2022 through June 30, 2023, with Valley Publishing Company dba Prosser Record Bulletin, Prosser, WA, in accordance with the provisions of RCW 36.72, and authorizes the Chairman to sign the attached contract.

Dated this . . . . . day of _____, 2022.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Original: Cmnrs
cc: PA; All Depts.; Prosser Record Bulletin; Intranet

C. McKenzie

CONTRACT FOR
OFFICIAL COUNTY NEWSPAPER

This Agreement is made by and between Benton County, a political subdivision of the State of Washington (hereafter "County"), and Valley Publishing Company, a Washington corporation that publishes the Prosser Record Bulletin in Prosser, Washington (hereafter "Record Bulletin").

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.72.075, the County advertised for bid proposals from interested qualified legal newspapers to serve as the official county newspaper for the term of one year; and

WHEREAS, the Record Bulletin is a legal newspaper published in Prosser, Benton County, Washington, by Valley Publishing Company which submitted a bid proposal; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. The Record Bulletin shall serve as the official newspaper of Benton County for the term of one year, beginning on July 1, 2022, and ending on June 30, 2023.

2. All county officers shall cause all legal notices and delinquent tax lists to be advertised in the Record Bulletin.

3. The Record Bulletin shall set all legal notices submitted in single column 6-point solid type unless otherwise indicated.

4. The County shall pay the Record Bulletin $18.00 per column inch for the first insertion publishing on Wednesdays, including online, and $8.00 per column inch for subsequent insertions. Record Bulletin legal number and date notations on the bottom two lines shall not be included in column-inch measurements.

5. The Record Bulletin shall furnish, without further cost, the required number of Affidavits of Publication, not to exceed six, to all county officers submitting legal notices and delinquent tax lists for publication. The affidavits shall be furnished to the officer before the date of hearing set within the legal notice.

6. The Record Bulletin shall furnish a performance bond payable to the County in the sum of Five Hundred Dollars ($500.00), and conditioned that the Record Bulletin shall correctly and faithfully perform the covenants of this agreement.

7. The Record Bulletin warrants that it meets the qualifications of a legal newspaper as set forth under Chapter 65.16, RCW, and agrees to immediately notify the County if at anytime it ceases to meet such qualifications. In such case, the County may immediately terminate this agreement by mailing written notice.

Date:_____

Benton County, Washington

_____
Chairman

Attest: _____
Clerk of the Board

Approved as to form:

_____
Deputy Prosecuting Attorney

Date May 23, 2022

Valley Publishing Company

By: Victoria Walker

Con-Victoria WALKER
Print Name & Title

Continuation Certificate **The Hartford Insurance Group**

Surety - Miscellaneous

The Hartford Fire Insurance Company (hereinafter called the Company)

hereby continues in force its Bond No. 34BSBID4737

in the sum of Five Hundred Dollars ($500.00)

on behalf of Valley Publishing Company Inc
613 7th Street, Prosser, WA 99350

in favor of Benton County

for the (extended) term beginning on July 1, 2022 and ending on July 1, 2023,

subject to all the covenants and conditions of said Bond, said bond and this and all continuations thereof being one continuous contract.

This Continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the sum of

Five Hundred Dollars ($500.00)

IN WITNESS THEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed on May 4, 2022

Hartford Fire Insurance Company

By: _____
Janet K. Holthaus, Attorney in Fact

Attest:

_____

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC
Agency Code: 34-480479

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Janet K. Holthaus

its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 34BSBID4737
Naming Valley Publishing Company Inc as Principal,
and Benton County as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of **May**, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 4, 2022.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101 DEPARTMENT NUMBER 110

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

Dated this _____ day of _____, 2022

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: AOropeza

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: County Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.301	3133	Building Maintenance	5,610	594.180	6401	Capital Outlay	5,610
TOTAL			$5,610	TOTAL			$5,610

Explanation:

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

Prepared by: Aimee Oropeza

Date: 18-May-2022

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/7/2022
Subject:	Amendment I for the 2020-2022 CBA for Roads Dept Employees
Presenter:	L. Wingfield
Prepared By:	L. Wingfield
Reviewed By:	

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

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

Summary / Background Information

The Benton County negotiating team has successfully negotiated Amendment I for the 2020-2022 Agreement Between Benton County and Teamsters representing Roads employees for Juneteenth.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and Amendment I to the 2020-2022 Agreement between Benton County and Teamsters 839, representing Road Dept employees.

Suggested Motion

On consent agenda

cc: HR, Auditor, Hallstrom, Roads

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDMENT I TO THE 2020-2022 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS 839, REPRESENTING ROAD DEPARTMENT EMPLOYEES.

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters 839, representing Road Department employees, for Amendment I to the 2020-2022 Collective Bargaining Agreement; **THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve Amendment I to the 2020-2022 Collective Bargaining Agreement between Benton County and Teamsters, representing Road Department employees as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the amendment is effective January 1, 2022, except as otherwise provided, and shall remain in effect until December 31, 2022.

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

cc: HR, Auditor, Hallstrom, Roads

Prepared by: L. Wingfield

AMENDMENT I
to

2020 – 2022 AGREEMENT
Between
BENTON COUNTY
And
TEAMSTERS UNION LOCAL NO. 839

Representing ROAD DEPARTMENT EMPLOYEES

Benton County (Employer) and Teamsters Union Local NO. 839 Representing Road Department Employees (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2020, through December 31, 2022, as follows:

1. Article 9.1 is hereby amended to read:

The following are holidays with pay:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving	
Christmas Eve	December 24th
Christmas Day	December 25th

2. No other language in the CBA is amended or intended to be changed or modified.

3. Except as otherwise stipulated above, this Amendment is effective the last day affixed to this Amendment.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

BOARD OF BENTON COUNTY COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Constituting the Board of
Benton County Commissioners

Attest:

_____
Clerk to the Board

Date: _____

TEAMSTERS LOCAL NO. 839

_____
Russell Shjerven, Secretary-Treasurer
Date: _____

Approved as to form:

_____
Stephen Hallstrom
Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/7/2022
Subject:	LOA for the 2020-2022 CBA for Corrections Corporals and Sergeants
Presenter:	L. Wingfield
Prepared By:	L. Wingfield
Reviewed By:	

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

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

Summary / Background Information

The Benton County negotiating team has successfully negotiated a Letter of Agreement to the 2020-2022 Agreement Between Benton County and Teamsters representing Corrections Corporals and Sergeants for Juneteenth.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and Letter of Agreement to the 2020-2022 Agreement between Benton County and Teamsters 760, representing Corrections Corporals and Sergeants.

Suggested Motion

On consent agenda

cc: HR, Auditor, Hallstrom, Corrections

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A LETTER OF AGREEMENT TO THE 2020-2022 AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS 760, REPRESENTING CORRECTIONS DEPARTMENT CORRECTIONAL CORPORALS AND SERGEANTS.

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters 760, representing Corrections Corporals and Sergeants, for a Letter of Agreement to the 2020-2022 Collective Bargaining Agreement; **THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve the Letter of Agreement to the 2020-2022 Collective Bargaining Agreement between Benton County and Teamsters, representing Corrections Corporals and Sergeants as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the amendment is effective January 1, 2022, except as otherwise provided, and shall remain in effect until December 31, 2022.

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

cc: HR, Auditor, Hallstrom, Corrections

Prepared by: L. Wingfield

LETTER OF AGREEMENT
to

2020 – 2022 AGREEMENT
Between
BENTON COUNTY
And
TEAMSTERS UNION LOCAL NO. 760

Representing CORRECTIONS DEPARTMENT
CORRECTIONAL CORPORALS AND SERGEANTS

Benton County (Employer) and Teamsters Union Local NO. 760 Representing Correctional Corporals and Sergeants (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2020, through December 31, 2022, as follows:

1. Article 17.1 is hereby amended to read:

The following are holidays with pay:

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day after Thanksgiving	
Christmas Eve	December 24th
Christmas Day	December 25th
One (1) Floating Holiday	At employee's choice and upon Supervisor's concurrence

2. No other language in the CBA is amended or intended to be changed or modified.

3. Except as otherwise stipulated above, this Amendment is effective the last day affixed to this Amendment.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

BOARD OF BENTON COUNTY COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Constituting the Board of
Benton County Commissioners

Attest:

_____
Clerk to the Board

Date: _____

TEAMSTERS LOCAL NO. 760

_____
Leonard Crouch, Secretary-Treasurer
Date: _____

Approved as to form:

_____
Stephen Hallstrom
Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Executing a contract between Benton County Department of Human Services and Educational Service District (ESD) 123 by and for TC Futures
Presenter:	Consent agenda
Prepared By:	Kyle Sullivan
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Benton County Department of Human Services would like to contract with ESD 123 by and for TC Futures 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 housing services for young adults, ages 18-24 who are engaged in programs with TC Futures that support program participants efforts to complete their education and transition to the work force. The funding will provide rental and utility assistance, program support services (staff time) and admin costs.

Fiscal Impact

There is no impact to current expense. All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum consideration of $110,833.00

Recommendation

Sign the Contract

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2022-HH-TCF BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND EDUCATIONAL SERVICE DISTRICT 123 BY AND FOR TC FUTURES, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Educational Service District 123 by and for TC Futures, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan to reduce homelessness; and

WHEREAS, the program shall serve the County's young adult residents ages 18-24 who reside in Benton County and who are found to have met the program's eligibility and documentation requirements; and

WHEREAS, the program will provide Direct Service Vouchers and Supportive Services, consisting of case management specific tasks; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed contract #2022-HH-TCF; 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, contract #2022-HH-TCF between Benton County Department of Human Services and Educational Service District 123 by and for TC Futures, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan to reduce homelessness, for a consideration amount of $110,833; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on June 1, 2022, and shall expire on December 31, 2022.

Dated this. . . day of . . .. , 2022

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners K. Sullivan

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2022-HH –TCF

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Education Service District 123**, with its principal offices at 3924 W. Court St. Pasco, WA 99301 by and for TC Futures, with its principal offices at 6816 W. Rio Grande Ave Suite C110, Kennewick, WA 99336 (hereinafter "Contractor").

County's Contact Information/Authorized Representative:
Kyle Sullivan, Manager
Benton County
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Contractor's Contact Information/Authorized Representative:
Darcy Weisner, Superintendent
Educational Service District 123
3924 W. Court St.
Pasco, WA 99301
Phone: (509) 547-8441
E-Mail: dweisner@esd123.org

Agreement Start Date ..... June 1, 2022
Agreement End Date .....December 31, 2022
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $110,833

Exhibit A.....Budget
Exhibit B..... Partnership Participation Agreement
Exhibit C .....Housing Resource Center Guidelines

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

For the Contractor:

Darcy Weisner

Title: Superintendent Date 5/19/22

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

1.1. **Annual Point in Time Count or Washington Homeless Census** means an annual countywide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.2. **Benton County Resident** means an individual who has spent, at a minimum, the last night prior to applying for assistance within Benton County.

1.3. **Benton-Franklin HMIS Collaborative or the HMIS Collaborative** means a County administered, cooperative agreement of 2163 Homeless Housing and Assistance fund recipients and homeless service providers obtaining, sharing, and utilizing data for input into the Washington State HMIS operated by the Dept. of Commerce.

1.4. **CFR** means Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

1.5. **Client or clients** means individuals who are eligible for services under this Agreement.

1.6. **Compliance With Fair Market Rent (FMR) and Occupancy Standards**: Contractor agrees to comply with all FMR and occupancy standards set forth herein. FMR and occupancy standards are defined as gross rent estimates provided annually by HUD. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service. HUD sets FMR to ensure that a sufficient supply of rental housing is available to housing program participants. To accomplish this objective, FMRs must be both high enough to permit a selection of units and neighborhoods and low enough to serve as many low-income families as possible. Occupancy standards are set by Benton County Department of Human Services according to Public Housing and HUD requirements and determine the size of a housing unit a household may occupy.

1.7. **Dept. of Commerce** means the Washington State Department of Commerce.

1.8. **Eligible Activities** for Homeless Housing and Assistance funds, as set forth in RCW 43.185C.050(2), are as follows:

- rental and furnishing of dwelling units for the use of homeless persons;
- costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- outreach services for homeless individuals and families;
- development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless; and

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 5-Year Homeless Housing and Assistance Plan.

1.9. **Eligibility for Assistance – Definition of Homeless**: Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

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

b. Fleeing or attempting to flee violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household's members(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence;

c. Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organization or government programs;

d. Exiting a system of care of institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution;

e. Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

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

1.10. **Eligibility Verification and Documentation** means all agencies that receive funds provided under this Agreement are required to maintain adequate documentation of clients' homelessness status to determine the eligibility of persons being served. The documentation is obtained from the participant or a third party at the time of the referral, entry, or intake. A self-declaration can be obtained if no third-party documentation is easily available. A copy of the documentation shall be maintained in the client file and shall be provided to County upon request.

a. Short-term Shelter and/or Services Provided to Persons Living on the Street. In this case, it is sufficient for the service provider to confirm and document that the persons served indeed reside on the street or are otherwise homeless.

b. Long-term Emergency Shelter/Transitional Housing Provided to Persons Living on the Street or in Short-term Emergency Shelter. Information shall be obtained verifying the client is living on the street or in a short-term emergency shelter. This information may include the names of organizations or outreach workers who have assisted the person in the past, whether the client receives any general assistance checks, and where the checks are delivered.

If a person is coming from transitional housing for homeless persons, the Contractor shall obtain written verification from the transitional housing facility, as well as written verification that the person was homeless prior to living in the transitional housing facility (see above for required documentation).

For persons from a short-term stay (up to 30 consecutive days) in an institution, who previously resided on the street or in an emergency shelter, the Contractor shall obtain written verification from the institution's staff that the participant has been residing in the institution for less than thirty-one (31) days and information on the previous living situation.

If a person is being discharged from a longer stay in an institution, the Contractor shall obtain evidence from the institution's staff that the client was being discharged within the week before receiving homeless assistance. The Contractor shall also obtain information on the income of the person, what efforts were made to obtain housing, and why, without the homeless assistance, the person would be living on the street or in an emergency shelter.

For persons fleeing violence, Contractor shall obtain written verification from the participant that he or she is fleeing a violent situation. If the person is unable to provide verification, the service provider may prepare a written statement about the person's previous living situation for him or her to sign and date.

1.11. **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption, or as a result of sharing legal custody of a minor child.

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

1.13. **Homeless Housing Plan** means the Benton and Franklin Counties' Five-Year Homeless Housing Plan.

1.14. **Household** means a person or people, related or not, who occupy a housing unit or would occupy a housing unit if one were available.

1.15. **Housing Resource Center (HRC)** is a system that facilitates efficient connections to individuals with the best and most appropriate resources to prevent and decrease homelessness. The HRC uses a uniform intake and basic assessment tool that includes: collection of required HMIS data; evaluation of client housing and service needs; maintenance of current housing inventory and space availability; maintenance of a comprehensive waitlist, as needed; and eligibility screening for all partner agency housing and services.

1.16. **HUD** means the United States Department of Housing and Urban Development.

1.17. **Income Eligibility** means Only Benton County Residents, who are homeless or at risk (as that term is defined herein) and whose household qualifies as extremely low-income with an income at or below thirty (30) percent of the average area median incomes as established by HUD annually, or with an income at or below fifty (50) percent of the average area median incomes for families with children, are eligible to receive services under this Agreement.

1.18. **Long-term private or public housing** means subsidized and unsubsidized rental or owner-occupied housing in which there is no established time limit for habitation of less than two years.

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

1.20. **Partner Agency Committee (PAC)** consists of all the HRC Partner Agencies. The PAC will meet on a quarterly basis to provide feedback on the program, resolve issues and conflicts, and suggest improvements for the program.

1.21. **Personal Information** is 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's license numbers, other identifying numbers, and any financial identifiers.

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

1.23. **Shall** means compliance is mandatory.

1.24. **Single Audit** means an audit that encompasses the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines. The OMB may be accessed at http://www.whitehouse.gov/omb/.

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

1.26. **Transitional housing** means a project that facilitates the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

1.27. **USCA** means the United States Code Annotated. All references in this Agreement to USCA chapters or sections shall include any successor, amended, or replacement regulation.

1.28. **Use as it relates to HIPAA or HMIS compliance** means, with respect to individually identifiable health or personal information, the sharing, employment, application, utilization, examination, or analysis of such information by an entity that maintains such information.

1.29. **Vulnerable Adult** means a person:

- Who is sixty (60) years of age or older and has the functional, mental, or physical inability to care for himself or herself or has been found to be incapacitated under Chapter 11.88 RCW; or
- Who has a developmental disability, as defined under RCW 71A.10.020; or
- Who has been admitted to a licensed facility, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by the Washington State Department of Social and Health Services; or
- Who is receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
- Who is receiving services from an individual provider, as defined under RCW 74.34.020.

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

1.31. **Washington homeless census** means an annual statewide census conducted as a collaborative effort by towns, cities, counties, community-based organizations, and state agencies, with the technical support and coordination of the Dept. of Commerce, to count and collect data on all homeless individuals in Washington.

1.32. **Washington State Homeless Management Information System (HMIS)** means a database of information about homeless individuals in the state used to coordinate resources to assist homeless clients to obtain and retain housing and reach greater levels of self-sufficiency or economic independence when appropriate, depending upon their

individual situations. The Dept. of Commerce is responsible for operating the statewide HMIS for counties that do not operate their own compliant system.

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. **Benton County Homeless Housing and Assistance Program – Description:** In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless, who have resided in Benton County at least one night prior to applying for services, and who are found to meet the program's eligibility and documentation requirements.

2.2. **Rapid Rehousing/Homeless Prevention Direct Service Vouchers:** In accordance with RCW 43.185C.050, the Contractor shall provide direct financial assistance in the forms listed below to eligible Benton County residents. Upon incurrence of such costs, the Contractor may request reimbursement from the County by submitting the information required for the a

2.3. mount of such financial assistance provided during the term of this Agreement. The total amount of direct financial assistance provided cannot exceed the amount equivalent to 12 months of Fair Market Rent per household served. The financial assistance that Contractor may provide eligible persons through Direct Service Vouchers are:

- Operate a Coordinated Entry access point for youth 18-24.
- Up to 12 months total of rent subsidies based on the Fair Market Rent per household served on a graduated subsidy model to provide temporary rental assistance to obtain shelter for program participants. Rental vouchers payable to landlords for persons who are homeless and meet the income eligibility requirements. Any assistance over 12 months needs staff approval.
- Rental in arrears up to 3 months to keep household from becoming evicted.
- Rental application vouchers to assist clients in obtaining permanent housing.
- Security deposits for program participants each for an amount up to the equivalent of two months' rent.
- Utility deposit for clients to move into a new unit and up to 6 months graduated subsidy.

2.3 **Eligible Supportive Services Expenses:** In accordance with RCW 43.185C.050 and as identified within the Five-Year Homeless Housing Plan for Benton County, the Contractor shall provide a reasonable level of direct supportive services to the Counties' eligible direct services recipients. The Contractor may request reimbursement from the County by submitting the information required for the amount of such supportive services provided during the term of this Agreement. Supportive Services shall be reported for billing in an incremental standard of fifteen (15) minutes. Documentation of each supportive service encounter must be sufficient in content to support the reported length of service.

The Contractor may provide eligible persons the following supportive services:

- Personnel performing case management directly related to assisting clients with obtaining and/or maintaining housing which shall consist of intake, eligibility screening, and need assessments to eligible program participants.
- Personnel assisting clients with obtaining other services (food, childcare, counseling, etc.).

- Brief follow-up client contact to assess the need for additional services and/or the effectiveness of previous program efforts and documentation of program outcome.

3. **DUPLICATION OF SERVICES:** None of the work done pursuant to this Agreement may duplicate, in form or function, any work or services already being done or provided by the Contractor pursuant to any other contract or agreement Contractor has in place with any governmental or quasi-governmental local, state, nation, or international entity.

PERFORMANCE GOALS AND OUTCOMES

4. **PERFORMANCE GOALS:** The performance goals for the Benton County Homeless Housing and Assistance funds are:
   - to provide supportive services to eligible Benton County clients;
   - to support County efforts in meeting the goals of the Benton and Franklin Counties Five-Year Homeless Housing Plan; and
   - to decrease homelessness in Benton County.

5. **OUTCOME EVALUATION:** Program outcomes will be monitored and tracked against the HMIS database reports with the monthly billing.

REPORTING AND DELIVERABLES

6. **THE WASHINGTON STATE HMIS:** The Contractor shall provide client information on an ongoing basis, and with each monthly bill submitted on or before the 10th of each month, provide a HMIS print-out of clients served. The Contractor will participate in the HMIS Collaborative and the Data Sharing Agreement and allow the County access to client level data. The Contractor will enter all client information into the HMIS on an ongoing basis. The Contractor will exit client information from the HMIS on a timely basis.

7. **MONTHLY REPORTING:** The Contractor shall provide the following written reports, in a format prescribed or approved by the County, to the County on or before the 10th of the month following each month of service delivery:

   7.1. Supportive Service Report:

   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

8. **ACCESS TO CHILDREN, DISABLED PERSONS, AND VULNERABLE ADULTS:** The Contractor shall prohibit any staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services under this Agreement. The Contractor must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Contractor shall immediately report to the County any allegations/arrests identified in the background checks. If it becomes known to the Contractor, or the Contractor has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, the Contractor shall immediately report that finding to the County and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the County's Authorized Representative.

9. **CLIENT ELIGIBILITY REQUIREMENTS**

a. **Client Eligibility**: Only Benton County residents who meet the income eligibility criteria and definitions of homelessness criteria shall be eligible for client services under this Agreement, unless otherwise approved in writing by the County.

b. **Eligibility Verification and Documentation**: County residency, homelessness status verification, and income eligibility status must be verified by the Contractor for program participants prior to billing for services. Income and homelessness status verification should be verified by a third party or self-declared. Self-declarations must be completed, signed and dated by agency staff. Self-declarations should be used only when written third-party verification cannot be obtained. A copy of each participant's verification documentation shall be kept in the participant's file.

10. **CLIENT FILES:** All client files shall include:
    - Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a timeline in which the goals are expected to be met and indicate whether they have been achieved;
    - Written progress notes that describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, and the staff's name. Notes shall be legible;
    - Correspondence related to each client;
    - Verification and documentation of each client's eligibility for residency, homelessness status, and income;
    - Proof of payments made on client's behalf;
    - HMIS consent form;
    - Verification and documentation that each client's rights, including what services and benefits may be expected from the program and the client, have been explained to the client;
    - Verification and documentation that the agency's grievance policy/procedure has been explained to the client; and
    - For rental assistance, verification and documentation of a lease agreement.

11. **CLIENT RIGHTS**

11.1. Grievance Policy: The Contractor shall implement and follow a grievance policy for clients that:
- is approved by the County;
- is explained to participants and, if necessary, to a family member, legal representative, or advocate;
- provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
- produces an outcome that shall be documented in the client file.

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

11.3. Individual Rights: The Contractor shall implement and follow policies and procedures that protect individual rights regarding participant abuse, rights to privacy, and respectful staff-to-participant interactions.

12. **INTERAGENCY COOPERATION:** Contractor agrees to participate with other agencies, as requested by the County, in the provision of services under this Agreement.

13. **ORGANIZATIONAL DESIGN**: The Contractor shall document:

- a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
- how staff training, experience, and expertise relate to the needs of participants and the program's mission;
- that it is able to account for and manage public funds;
- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

14.1. Services and Activities to Minorities and Diverse Populations: All services and activities provided by the Contractor under this Agreement shall be designed and delivered in a manner sensitive to the needs of all minorities. The Contractor shall work toward improving access, retention, and cultural relevance of treatment, prevention or other appropriate services for minorities and other diverse populations in need of treatment, and work toward strengthening working relationships with other agencies serving these populations.

14.2. Participation in the Housing Resource Center: The Contractor shall participate with Benton County Department of Human Services in the Housing Resource Center. Accordingly, Contractor shall enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Exhibit B, attached hereto and incorporated herein by reference) and shall designate an individual in its organization to be part of the Benton County Department Human Services Partner Agency Committee (PAC). Contractor shall follow the Housing Resource Center Guidelines set forth by Exhibit C, which is attached hereto and incorporated herein by reference.

14.3. Subcontractor Monitoring and Risk assessment: The Contractor will comply with the annual on-site monitoring and risk assessment. The County reserves the right to monitor and review files at any time besides the annual review when deemed necessary.

GENERAL TERMS AND CONDITIONS

15. AMENDMENT: This Agreement, or any term or condition, may be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

16. ASSIGNMENT/DELEGATION/SUBCONTRACTING: The Contractor shall not assign, delegate, or subcontract any portion of the contracted services, except as specifically provided by this Agreement, without obtaining prior written approval from the County's Authorized Representative. Assignment, delegation, or subcontracting without prior written approval by the County shall constitute a substantial breach of this Agreement.

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

17. AUDIT REQUIREMENT: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit

period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

a. **Correction Actions:** The Contractor shall take whatever corrective action is required by the County to mitigate risk or resolve outstanding audit findings within time periods established by the County.

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

18. **COMPLIANCE WITH APPLICABLE LAW:** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, non-discrimination laws and regulations.

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

19. **COMPLIANCE WITH HIPAA:** If the Contractor requests or requires Protected Health Care Information for consideration of eligibility, or any other reason, it will at all times during the term of this Agreement, implement policies and procedures to safeguard and maintain any forms of protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act. The Contractor shall not request or require program applicants to sign uncompleted forms requesting healthcare information (blank releases of information).

20. **COMPLIANCE WITH DEPT. OF COMMERCE HMIS STANDARDS:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected personal information in accordance with the requirements of state and federal law, and particularly the provisions of the Dept. of Commerce requirements for the HMIS utilized by the County.

Confidentiality for Victims of Violence or Other Revealing Information Regarding HIV/AIDS status: In fulfilling HMIS duties for this Agreement, the Contractor shall uphold the disclosure and storage parameters of personal information as found in RCW 70.24.105 and RCW 70.123.076.

21. **CONFIDENTIALITY:** The parties to this Agreement shall use Personal Information and other information gained only for the purposes of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information, without prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other information gained by reason of the Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public

Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

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

23. **ENTIRE AGREEMENT:** This Agreement, including all documents attached to or incorporated by reference, contains all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

24. **GOVERNING LAW AND VENUE:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and this Agreement shall be governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in the courts of competent jurisdictions in Benton County, Washington.

25. **HEADINGS AND CAPTIONS:** The headings and captions used in this Agreement are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or sections of this Agreement.

26. **INDEMNIFICATION:** 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 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 benefits 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. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

    The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from actions, 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.

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an

officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

28. **INSURANCE.** Prior to commencement of services under this Agreement, Contractor shall submit to the County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Agreement. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days prior to notice to the County. Contractor shall maintain at Contractor's sole expense unless otherwise stipulated, the following insurance coverages, insuring the County and its elected and appointed officials, employees, and agents as required herein.

    The Contractor shall not commence work under this Agreement until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the County.

    All insurance policies shall be issued by companies authorized to do business under the laws of the state of Washington unless an exception is given in writing by the County's Authorized Representative. All insurance to be maintained by the Contractor, other than Professional Liability and Workers' Compensation, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. The Contractor's insurance coverage shall be primary insurance with respect to the County and its elected and appointed officials, employees, and agents. 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.

    Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this Agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the Agreement.

29. **Commercial General Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial General Liability Insurance (Policy Form CG0001, or equivalent) to protect the County from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by or contracting with the Contractor.

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

30. **Commercial General Liability Insurance Policy:** The Contractor shall maintain an endorsement naming the County as Additional Insured (Policy Form CG2010) and an endorsement that specifically states the Commercial General Liability Insurance shall be primary, and not contributory, with any other insurance maintained by the County.

    The policy shall be endorsed to include stop gap employer's liability 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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto, if commercial auto liability is applicable.

32. **Workers' Compensation Insurance:** The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to the commencement of work.

33. **Industrial Insurance Waiver:** With respect to the performance of this Agreement and as to claims against the County and its officers, agents, and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, Contractor's waiver of immunity by the provisions of this section extend only to claims against Contractor by the County and does not include or extend to claims by Contractor's employees directly against Contractor. This waiver is mutually negotiated by the parties to this Agreement.

34. **Professional Liability Insurance:** Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in an amount of not less than $1,000,000 per claim and in the aggregate. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this Agreement. 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 three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

35. **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 address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original 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 facsimile or e-mail, service shall be effective at the beginning of the next working day.

36. **ORDER OF PRECEDENCE:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved the giving precedence in the following order:

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

37. **OWNERSHIP OF MATERIAL:** Material created by the Contractor and paid for by the County as part of this Agreement, including all copyright and other intellectual property rights associated with such material, shall be owned by the County and shall be "works for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Any materials produced as a result of the County's funding shall display the County's name appropriately. Material which the Contractor uses to perform this Agreement, but which is not created for or paid for by the County, is owned by the Contractor, however, the County shall have a perpetual license to use this material for the County's internal purposes at no charge to the County.

38. **PROHIBITION OF POLITICAL ACTIVITIES:** No funds, material, property, or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

39. **RECORDS MAINTENANCE AND INSPECTION:** For six (6) years, unless otherwise stated herein, following the termination of this Agreement, the Contractor shall maintain records in their original form that are sufficient to:

- Document the performance of all acts required by law, regulation, or this Agreement;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the County and all expenditures made by the Contractor to perform as required by this Agreement;
- Ascertain that personnel policies, procedures, and practices are in compliance with this Agreement; and
- Ascertain that all taxes and insurance required by state and federal law and this Agreement were paid by the Contractor.

39.1. Right of Inspection: The Contractor shall give access to its facilities and records to the County and its officers, employees, and agents, and to any other authorized officer, employee, or agent of the State of Washington or the United States at all reasonable times. Authorized persons shall have the right to examine the Contractor's performance and financial records and to perform other activities to determine the Contractor's compliance with the terms of this Agreement. The County may give the Contractor reasonable notice of monitoring, auditing, observation, and other visits by its officers and employees to the Contractor's place(s) of business; however, the Contractor may also be subject to unannounced site inspections, as necessary. The Contractor's failure to provide access to offices or records upon reasonable notice, as required by this section, shall constitute a substantial breach of this Agreement.

39.2. Notice of Inspections: The Contractor shall verbally notify the County immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit. The Contractor shall promptly provide the County with copies of any written reports of such inspections, audits, accreditation, or program reviews upon request.

39.3. 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 Article 20 of this Agreement may be of evidentiary value; the County will 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 are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

39.4. Audit Clarification: In the event that the County desires clarification in any way related to an audit or inspection of Contractor's books, records, or office, to determine whether Contractor is acting in compliance with this Agreement or federal, state, or local law, the County may request, in writing, that Contractor provide further clarification on any issue, or that Contractor provide certain books or records meeting certain criteria. If Contractor receives such a notice, Contractor shall cooperate in providing the requested information, books, or records, by the date and time noted in the request. Failure to respond, evasive responses, or incomplete responses shall constitute a substantial breach of this Agreement. The Contractor shall respond within (5) business days, excluding weekends and holidays.

40. **REDUCTION/SUSPENSION OF SERVICES:** The Contractor shall provide the County with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of this Agreement.

41. **RELATIONSHIP OF THE PARTIES:** The Benton County Department of Human Services shall be the representative of the County with full authority for administering and overseeing the performance of this Agreement. Whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the County or provide it with documents, reports, voucher claims, or any other information, or for the County to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

    The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Authorized Representative, or his designee.

42. **SEVERABILITY:** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of this Agreement.

43. **SURVIVABILITY:** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of this Agreement shall so survive. Surviving terms include but are not limited to: Confidentiality; Indemnification and Hold Harmless; Inspection; Maintenance of Records; Ownership of Material; Termination for Default; Termination Procedure; and Treatment of Property.

44. **TERMINATION DUE TO CHANGE IN FUNDING:** If the funds upon which the County relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

45. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement in whole or in part, for any reason, by giving at least thirty (30) calendar day's written notice. In the event of termination, each party shall be responsible only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination. The Contractor shall assist in the orderly transfer/transition of the clients served under this Agreement.

46. **TERMINATION FOR DEFAULT:** The County may terminate this Agreement for default, in whole or in part, by written notice to the Contractor, if the County has a reasonable basis to believe that the Contractor has:
    - **a.** Failed to meet or maintain any requirement for contracting with the County;
    - **b.** Failed to perform under any provision of this Agreement;
    - **c.** Failed to ensure the health or safety of any client for whom services are being provided under this Agreement;
    - **d.** Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement; and/or
    - **e.** Otherwise breached any provision or condition of this Agreement.

    Before the County may terminate this Agreement for default, the County shall provide the Contractor with a ten (10) day written notice of the Contractor's noncompliance and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the ten (10) day period of time specified in the written notice of noncompliance, the County may then immediately terminate the Agreement. However, the County may terminate the Agreement for default without such written notice and without opportunity for correction if the County reasonably believes that a client's health or safety may be jeopardy, or if the Contractor has violated, or is alleged to have violated, as determined by the County, any law, regulation, rule, or ordinance applicable to the services provided under this Agreement.

47. **DISPUTES:** Disputes between the Contractor and the County, arising under and by virtue of this Agreement, 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 Authorized Representative or designee. All rulings, orders, instructions, and decisions of the County's Authorized Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

48. **PROCEDURE UPON TERMINATION OR EXPIRATION OF AGREEMENT:** The following provisions apply in the event this Agreement is terminated or expires:

41.1. Cease Performance: The Contractor shall cease to perform any services required by the Agreement as of the effective date of termination or expiration and shall comply with all reasonable instructions contained in the notice of termination or expiration which are related to the transfer of clients, distribution of property, and termination or expiration of services.

41.2. Delivery of Assets: The Contractor shall immediately deliver to the County's Authorized Representative (or to his or her successor) listed on the first page of this Agreement, all of the County's property in the Contractor's possession, including any materials created under the Agreement. If the Contractor fails to return the County's property within ten (10) working days of the effective date of termination or expiration of this Agreement, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of the County that is in the Contractor's possession pending its return to the County. Nothing in this paragraph shall limit the County's rights or remedies pursuant to this Agreement or law.

41.3. Payment of Services: The County shall be liable for and shall pay for only those services authorized and provided through the date of termination or expiration. The County may pay an amount mutually agreed upon by the parties for partially completed work and services, if usable by the County.

41.4. Final Payment: If the County terminates this Agreement for default on the part of the Contractor, the County may withhold some or all of the final payment to the Contractor that the County determines necessary to protect the County from loss or additional liability. In addition to these remedies, the County shall be entitled to remedies available at law, in equity, or under this Agreement. If it is later determined that the Contractor was not in default, the Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

41.5. Transition: In the event that this Agreement is terminated or expires, Contractor shall assist in the orderly transition of clients and records to a new provider or to the County, at the County's direction. This includes, at a minimum, transferring client files to new providers at the request of the provider, the client, or County, advising clients of how to contact new provider(s), and not taking any action that would interfere with a client's choice of new provider or relationship with access to a new provider.

49. **TREATMENT OF CLIENT PROPERTY:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult client receiving services from the Contractor under this Agreement has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under the age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or, expiration of completion of this Agreement, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect,

maintain, and insure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

52. **CONSIDERATION:** The County shall reimburse the Contractor for reasonable costs associated with the performance of the activities described in the Statement of Work provisions of this Agreement and in accordance with Exhibit A, which is attached hereto and incorporated herein by reference. The maximum consideration for services provided shall be as follows:

    52.1. Supporting documentation is required to be submitted with County invoice for all reimbursement requests. (Ledgers, receipts, HMIS reports, etc.)

    52.2. RAPID REHOUSING/EVICTION PREVENTION

    a. **Direct Service Vouchers – Rapid Rehousing/Eviction Prevention** are eligible for reimbursement for direct expenses provided during each month between June 1, 2022 and December 31, 2022 and shall not exceed a total of $87,500.00 during the term of this Agreement.

    b. **Program Supportive Services** eligible for reimbursement may be billed at no more than $2,500.00 per month between June 1, 2022 and shall not exceed a total of $17,500.00 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 Services expenses in each month between June 1, 2022 and December 31, 2022 and shall not exceed a total of $5,833.00 during the term of this Agreement.

53. **BILLING PROCEDURES:** The Contractor shall submit written claims for payments earned on the appropriate forms provided by the County. All claims must be accompanied by the appropriate HMIS report and supporting documentation. All claims must be submitted by the 10th day of each month for services provided the prior month. The County will pay the Contractor with County warrants or request further verification documentation within thirty (30) days following receipt of timely claims for payment. Claims submitted after the 10th of the month may not be eligible for reimbursement. The final billing for services against this Agreement shall occur no more than sixty (10) days after the end date of this Agreement.

54. **PAYMENT PROVISIONS**

    54.1. Right to Withhold Payment: The County expressly reserves the right to withhold payment in whole or in part when:

- the Contractor fails to submit documentation required by this Agreement sufficient to substantiate claims for payments;
- the Contractor fails to maintain its reporting obligations under this Agreement;
- claims for payments are inconsistent with the terms and conditions of this Agreement; or
- the Contractor breaches this Agreement or violates any city, county, state, or federal rule, regulation, or law.

54.2. Overpayments/Duplicate Payments: The Contractor ensures that services billed against this Agreement have not been paid by any other source. In the event the Contractor receives payment from another source, subsequent to receiving payment from the County, the Contractor shall promptly reimburse the County in the amount of the duplicate payment.

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

54.4. Recovery of Costs Claimed in Error: If the Contractor claims and the County reimburses for expenditures under this Agreement which the County later finds were (1) claimed in error or (2) not allowable costs under the terms of the Agreement, the County shall recover those costs and the Contractor shall fully cooperate with the recovery.

54.5. Reimbursement for Services: If the County requests in writing services that exceed those services outlined in this Agreement, then reimbursements of costs for such services shall be limited to an hourly rate of $24.00 per hour and shall not exceed the net total costs for the Supportive Services.

55. **CERTIFICATION FILES INFORMATION**: The Contractor shall provide current certification documentation when requested by the County. Documentation may include, but is not limited to, the Contractor's Board of Directors' roster, bylaws, organizational charts, job descriptions, policies and procedures, and licenses.

TC Futures
2022-HH-TCF
Benton County
June 1, 2022 to December 31, 2022

Exhibit A

Expenses	Computation	Cost
Rapid Rehousing/Eviction Prevention (Direct Services)	**Direct Services** Rental Deposits, Rental Assistance up to 6 months of FMR, App Fees, Utility Deposit	$87,500.00
Program Support Services	Case management support services $2,500.00 per month X 7 months	$17,500.00
Administration	5% of operations and program support services	$5,833.00
Total		**$110,833.00**

Total Contract Amount: **$110,833.00**

Exhibit B

BENTON COUNTY

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

The overall goal of the coordinated entry system (CES) provided by Benton and Franklin Counties Department of Human Services (BFDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for CES to be successful and improve the experience of households in crisis seeking assistance, both CES and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a CES partner, you can expect the following service commitments from BFDHS CES:

- Households referred by your agency to CES will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by CES to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-qualified based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by CES. CES will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- CES will maintain a community-wide Housing Interest Pool (HIP) for households seeking housing program assistance.
- CES will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding CES performance, conflicts, as well as continually shape the CES vision and scope of services provided.

As a CES partner, your agency makes the following service commitments to the CES:

- Provide CES the list of qualification criteria for each of its programs.
- Refer all households requesting homeless housing assistance to CES.
- Identify a point of contact(s) for CES to direct any referrals.
- Maintain the integrity of the Housing Interest Pool list by not admitting households directly for service, except in extenuating circumstances and in such situation, your agency agrees to contact CES by the next business day to notify them of the housing placement.
- Accept and confirm qualified referrals from CES and provide explanation for referral refusals.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact CES.
- Attend CES housing provider/PAC meetings on a regular basis.

On behalf of ESD 123, I, Daray Weisner, am committed to supporting the success of CES and its mission and will be an active agency partner with Benton and Franklin Counties Department of Human Services Coordinated Entry System.

Daray Weisner 5/19/22

Agency Representative and Date

Benton County Department of
Human Services Representative

Benton County
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Exhibit C

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

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

Unsheltered Homeless:

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

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

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

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) Chronically homeless (2) unsheltered literally homeless and then (3) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers can be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.
- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
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6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton County Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
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Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
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- Audits of HMIS data entered by partner agencies are performed regularly.

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System evaluations will be performed annually, and the methods will include HMIS data, Department of Commerce Dashboard reports, and CEC feedback.

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Contact Information

Kyle Sullivan
Manager
Email: Kyle.Sullivan@co.benton.wa.us
Phone: (509) 737-3909

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Execute Second Amendment to Agreement #21/22-DD-CI-00 with Columbia Industries
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

The purpose of this Second Amendment is to extend the end date of the Agreement to September 30, 2022 so services can continue.

Benton County Department of Human Services contracts with Columbia Industries to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Second Amendment to Agreement #21/22-DD-CI-00
- Approve the Second Amendment to Agreement #21/22-DD-CI-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF SECOND AMENDMENT OF GRANT AGREEMENT #21/22-DD-CI-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-CI-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-CI-00 shall extend the Agreement end date to September 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Second Amendment to Grant Agreement #21/22-DD-CI-00 with Columbia Industries; 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, Second Amendment to Agreement #21/22-DD-CI-00 with Columbia Industries to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Second Amendment commences on October 1, 2021 and shall expire 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

cc: Human Services; Benton County Commissioners

A. Contreras

SECOND CONTRACT AMENDMENT TO GRANT AGREEMENT #21/22-DD-CI-00

THIS SECOND AMENDMENT TO AGREEMENT #21/22-DD-CI-00 (hereinafter "Second 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 **COLUMBIA INDUSTRIES**, a Washington State Not-For-Profit Corporation, with its principal offices at 900 S Dayton, Kennewick, WA 99336. (hereinafter "Contractor").

WHEREAS, per Benton County Resolution No. 2021 861 the parties entered into a Grant Agreement beginning October 1, 2021 to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing supported employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendment to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed;

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

1. **FACE SHEET**
   The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

   Agreement End Date.....September 30, 2022

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the **AGREEMENT #21/22-DD-CI-00** to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Marie Lathim, HR Manager

Marie Lathim 5/10/22

Signature Date

Marie Lathim Columbia Industries

Name

CAO Chief Administrative Officer

Title

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

APPROVED AS TO CONTENT:

Human Services Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Execute Second Amendment to Agreement #21/22-DD-ENT-00 with Entrust Community Services
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

The purpose of this Second Amendment is to extend the end date of the Agreement to September 30, 2022 so services can continue.

Benton County Department of Human Services contracts with Entrust Community Services to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Second Amendment to Agreement #21/22-DD-ENT-00
- Approve the Second Amendment to Agreement #21/22-DD-ENT-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

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WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-ENT-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-ENT-00 shall extend the Agreement end date to September 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Second Amendment to Grant Agreement #21/22-DD-ENT-00 with Entrust Community Services; 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, Second Amendment to Agreement #21/22-DD-ENT-00 with Entrust Community Services to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Second Amendment commences on October 1, 2021 and shall expire 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

cc: Human Services; Benton County Commissioners A. Contreras

SECOND CONTRACT AMENDMENT TO GRANT AGREEMENT #21/22-DD-ENT-00

THIS SECOND AMENDMENT TO AGREEMENT #21/22-DD-ENT-00 (hereinafter "Second 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 **ENTRUST COMMUNITY SERVICES**, a Washington State Not-For-Profit Corporation, with its principal offices at PO BOX 9727, Yakima, WA 98909 (hereinafter "Contractor").

WHEREAS, per Benton County Resolution No. 2021 799 the parties entered into a Grant Agreement beginning October 1, 2021 to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing supported employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendment to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed;

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

1. **FACE SHEET**
   The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

   Agreement End Date..... September 30, 2022

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the **AGREEMENT #21/22-DD-ENT-00** to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Tom Gaulke, CEO

Signature Date 5/16/22

Tom Gaulke
Name

CEO
Title

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

APPROVED AS TO CONTENT:

Human Services Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Execute Second Amendment to Agreement #21/22-DD-GW-00 with Goodwill Industries of the Columbia, Inc.
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The purpose of this Second Amendment is to extend the end date of the Agreement to September 30, 2022 so services can continue.

Benton County Department of Human Services contracts with Goodwill Industries of the Columbia, Inc. to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Second Amendment to Agreement #21/22-DD-GW-00
- Approve the Second Amendment to Agreement #21/22-DD-GW-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF SECOND AMENDMENT OF GRANT AGREEMENT #21/22-DD-GW-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA, INC.

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-GW-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-GW-00 shall extend the Agreement end date to September 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Second Amendment to Grant Agreement #21/22-DD-GW-00 with Goodwill Industries of the Columbia, Inc.; 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, Second Amendment to Agreement #21/22-DD-GW-00 with Goodwill Industries of the Columbia, Inc. to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Second Amendment commences on October 1, 2021 and shall expire 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

cc: Human Services; Benton County Commissioners A. Contreras

SECOND CONTRACT AMENDMENT TO GRANT AGREEMENT #21/22-DD-GW-00

THIS SECOND AMENDMENT TO AGREEMENT #21/22-DD-GW-00 (hereinafter "Second 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 **GOODWILL INDUSTRIES OF THE COLUMBIA, INC.**, a Washington State Not-For-Profit Corporation, with its principal offices at 815 N Kellogg St., Ste. A, Kennewick, WA 99336 (hereinafter "Contractor").

WHEREAS, per Benton County Resolution No. 2021 781 the parties entered into a Grant Agreement beginning October 1, 2021 to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing supported employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendment to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed;

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

1. **FACE SHEET**
   The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

   Agreement End Date.....September 30, 2022

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the **AGREEMENT #21/22-DD-GW-00** to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

FOR THE CONTRACTOR:
Jeff Maddison, Executive Director

Signature 5/5/2022 Date

Jeffrey M Maddison
Name

Executive Director
Title

APPROVED AS TO CONTENT:

Human Services Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Execute Second Amendment to Agreement #21/22-DD-RTAS-00 with Responding to Autism Services
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

The purpose of this Second Amendment is to extend the end date of the Agreement to September 30, 2022 so services can continue.

Benton County Department of Human Services contracts with Responding to Autism Services to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Second Amendment to Agreement #21/22-DD-RTAS-00
- Approve the Second Amendment to Agreement #21/22-DD-RTAS-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF SECOND AMENDMENT OF GRANT AGREEMENT #21/22-DD-RTAS-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND RESPONDING TO AUTISM SERVICES

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-RTAS-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-RTAS-00 shall extend the Agreement end date to September 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Second Amendment to Grant Agreement #21/22-DD-RTAS-00 with Responding to Autism Services; 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, Second Amendment to Agreement #21/22-DD-RTAS-00 with Responding to Autism Services to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Second Amendment commences on October 1, 2021 and shall expire 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

cc: Human Services; Benton County Commissioners

A. Contreras

SECOND CONTRACT AMENDMENT TO GRANT AGREEMENT #21/22-DD-RTAS-00

THIS SECOND AMENDMENT TO AGREEMENT #21/22-DD-RTAS-00 (hereinafter "Second 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 **RESPONDING TO AUTISM SERVICES**, a Washington State Not-For-Profit Corporation, with its principal offices at 101 N Union St., Kennewick, WA 99336 (hereinafter "Contractor").

WHEREAS, per Benton County Resolution No. 2021 862 the parties entered into a Grant Agreement beginning October 1, 2021 to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing supported employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendment to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed;

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

1. **FACE SHEET**
   The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

   Agreement End Date.....September 30, 2022

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the **AGREEMENT #21/22-DD-RTAS-00** to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Christine Lindgren, Director

Christine Lindgren 5/4/22
Signature Date

Name

Title

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

APPROVED AS TO CONTENT:

Human Services Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Execute First Amendment to Agreement #21/22-DD-MRJN-00 with MRJN Associates, LLC
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

The purpose of this First Amendment is to extend the end date of the Agreement to September 30, 2022 so services can continue.

Benton County Department of Human Services contracts with MRJN Associates, LLC to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

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

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

WHEREAS, this First Amendment to Grant Agreement #21/22-DD-MRJN-00 shall extend the Agreement end date to September 30, 2022; **NOW, THEREFORE**

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

BE IT FURTHER RESOLVED, the term of the attached First Amendment commences on October 1, 2021 and shall expire 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

cc: Human Services; Benton County Commissioners A. Contreras

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #21/22-DD-MRJN-00

THIS FIRST AMENDMENT TO AGREEMENT #21/22-DD-MRJN-00 (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, 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 **MRJN ASSOCIATES, LLC**, a Washington State For-Profit Corporation, with its principal offices at 1841 Gap Road, Granger, WA 98932 (hereinafter "Contractor").

WHEREAS, per Benton County Resolution No. 2021 873 the parties entered into a Grant Agreement beginning October 1, 2021 to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing supported employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendment to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed;

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

1. **FACE SHEET**
   The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

   Agreement End Date.....September 30, 2022

IN WITNESS WHEREOF, the parties have caused this First Amendment to the **AGREEMENT #21/22-DD-MRJN-00** to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Rose Almanza, Senior Officer

Rose A Almanza 5/4/22
Signature Date

Rose A Almanza
Name

Senior Officer
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Execute First Amendment to Agreement #21/22-DD-COMP-00 with Compass Career Solutions
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

The purpose of this First Amendment is to extend the end date of the Agreement to September 30, 2022 so services can continue.

Benton County Department of Human Services contracts with Compass Career Solutions to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Agreement #21/22-DD-COMP-00
- Approve the First Amendment to Agreement #21/22-DD-COMP-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF FIRST AMENDMENT OF GRANT AGREEMENT #21/22-DD-COMP-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COMPASS CAREER SOLUTIONS

WHEREAS, this First Amendment to Grant Agreement #21/22-DD-COMP-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this First Amendment to Grant Agreement #21/22-DD-COMP-00 shall extend the Agreement end date to September 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Grant Agreement #21/22-DD-COMP-00 with Compass Career Solutions; 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 Agreement #21/22-DD-COMP-00 with Compass Career Solutions to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached First Amendment commences on October 1, 2021 and shall expire 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

cc: Human Services; Benton County Commissioners A. Contreras

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #21/22-DD-COMP-00

THIS FIRST AMENDMENT TO AGREEMENT #21/22-DD-COMP-00 (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, 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 **COMPASS CAREER SOLUTIONS**, a Washington State For-Profit Corporation, with its principal offices at 5709 West Sunset Hwy., Ste. 100, Spokane, WA 99224. (hereinafter "Contractor").

WHEREAS, per Benton County Resolution No. 2021 780 the parties entered into a Grant Agreement beginning October 1, 2021 to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing supported employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendment to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed;

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

1. **FACE SHEET**
   The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

   Agreement End Date.....September 30, 2022

IN WITNESS WHEREOF, the parties have caused this First Amendment to the **AGREEMENT #21/22-DD-COMP-00** to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Brandy Schutz, Executive Director

5/5/2022
Signature Date

Brandy Gerdes-Schutz
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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Execute Second Amendment to Agreement #21/22-DD-CDC-00 with Children's Developmental Center
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The purpose of this Second Amendment is to extend the end date of the Agreement to September 30, 2022 so services can continue.

Benton County Department of Human Services contracts with Children's Developmental Center to provide services to children from birth to three years old.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Second Amendment to Agreement #21/22-DD-CDC-00
- Approve the Second Amendment to Agreement #21/22-DD-CDC-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF SECOND AMENDMENT OF GRANT AGREEMENT #21/22-DD-CDC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND CHILDREN'S DEVELOPMENTAL CENTER

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-CDC-00 serves to provide services to children from birth to three years old; and

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-CDC-00 shall extend the Agreement end date to September 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Second Amendment to Grant Agreement #21/22-DD-CDC-00 with Children's Developmental Center; 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, Second Amendment to Agreement #21/22-DD-CDC-00 with Children's Developmental Center to provide services to children from birth to three years old for a consideration amount not to exceed $86,898.00; and

BE IT FURTHER RESOLVED, the term of the attached Second Amendment commences on July 1, 2021 and shall expire 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

cc: Human Services; Benton County Commissioners

A. Contreras

SECOND CONTRACT AMENDMENT TO GRANT AGREEMENT #21/22-DD-CDC-00

THIS SECOND AMENDMENT TO AGREEMENT #21/22-DD-CDC-00 (hereinafter "Second 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 **CHILDREN'S DEVELOPMENTAL CENTER**, a Washington State Not-For-Profit Corporation, with its principal offices at 1549 Georgia Ave. SE, Ste. A., Richland, WA 99352. (hereinafter "Contractor").

WHEREAS, per Benton County Resolution No. 2021 801 the parties entered into a Grant Agreement beginning July 1, 2021 to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing services to children from birth to three years old; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendment to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed;

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

1. **FACE SHEET**
   The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

   Agreement End Date.....September 30, 2022

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the **AGREEMENT #21/22-DD-CDC-00** to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Zahra Roach, Director

Signature Date

Zahra Roach
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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Execute Second Amendment to Agreement #21/22-DD-ARC-00 with Arc of Tri-Cities
Presenter:	
Prepared By:	Anthony Contreras, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

The purpose of this Second Amendment is to extend the end date of the Agreement to September 30, 2022 so services can continue.

Benton County Department of Human Services contracts with Arc of Tri-Cities to provide employment services for individuals with developmental disabilities.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Second Amendment to Agreement #21/22-DD-ARC-00
- Approve the Second Amendment to Agreement #21/22-DD-ARC-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF SECOND AMENDMENT OF GRANT AGREEMENT #21/22-DD-ARC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND ARC OF TRI-CITIES

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-ARC-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-ARC-00 shall extend the Agreement end date to September 30, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Second Amendment to Grant Agreement #21/22-DD-ARC-00 with Arc of Tri-Cities; 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, Second Amendment to Agreement #21/22-DD-ARC-00 with Arc of Tri-Cities to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Second Amendment commences on October 1, 2021 and shall expire 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

cc: Human Services; Benton County Commissioners

A. Contreras

SECOND CONTRACT AMENDMENT TO GRANT AGREEMENT #21/22-DD-ARC-00

THIS SECOND AMENDMENT TO AGREEMENT #21/22-DD-ARC-00 (hereinafter "Second 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 **ARC OF TRI-CITIES**, a Washington State Not-For-Profit Corporation, with its principal offices at 1455 Fowler St., Richland, WA 99352. (hereinafter "Contractor").

WHEREAS, per Benton County Resolution No. 2021 860 the parties entered into a Grant Agreement beginning October 1, 2021 to June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing supported employment services to individuals with intellectual/developmental disabilities; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendment to the end date of the Agreement so services can continue until Developmental Disabilities Administration's Agreement is executed;

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

1. **FACE SHEET**
   The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

   Agreement End Date.....September 30, 2022

IN WITNESS WHEREOF, the parties have caused this Second Amendment to the **AGREEMENT #21/22-DD-ARC-00** to be signed by their duly constituted legal representatives and it is effective on the last date signed.

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Cindy O'Neill, Director

Cindy O'Neill 5/5/2022
Signature Date

Cindy O'Neill
Name

Exec Director
Title

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

APPROVED AS TO CONTENT:

Human Services Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	DSHS Long Term Payables
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The Division of Social and Health Services (DSHS) specifies the procedure by which DSHS will assess and if necessary, adjust the Long-Term Payable it provides to the County for the year 2021-23; and

Fiscal Impact

Amount: There is no fiscal impact.

Fund: 0108-101

Recommendation

Sign the Agreement # 2163-23527 with DSHS for the Long-Term from July 1, 2022 to June 30, 2023.

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 EXECUTION OF THE AGREEMENT #2163-23527 THAT SETS FORTH THE PROCEDURE BY WHICH DEPARTMENT OF SOCIAL AND HEALTH SERVICES WILL ACCESS AND ADJUST THE LONG-TERM PAYABLE IT PROVIDES TO THE COUNTY BETWEEN THE BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND DIVISION OF SOCIAL AND HEALTH SERVICES (DSHS)

WHEREAS, the Division of Social and Health Services (DSHS) specifies the procedure by which DSHS will assess and if necessary, adjust the Long-Term Payable it provides to the County for the year 2022-23; and

WHEREAS, this Agreement will start July 1, 2022 and will end June 30, 2023; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement #2163-23527; and,

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement #2163-23527 with DSHS.

Dated this ..... day of . . . . . ., 2022

_____
Chair

_____
Member

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

Attest:

_____
Clerk of the Board

TMcKeirnan

Washington State Department of Social & Health Services

Transforming lives

COUNTY PROGRAM or INTERLOCAL LONG-TERM PAYABLE AGREEMENT AMENDMENT

DSHS CONTRACT NUMBER: 2163-23527

Amendment No. 01

This Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number: Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME	CONTRACTOR doing business as (DBA)		
Benton County			
CONTRACTOR ADDRESS	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER	
Department of Human Services 7102 West Okanogan Place Suite 201 Kennewick, WA 99336-	035-000-971	1122	
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Tammy McKeirnan	(509) 783-5284	Click here to enter text.	tammy.mckeirnan@co.benton.wa.us

DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
Facilities, Finance and Analytics Administration	Financial Services	8030CS-63
DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS	
Rebecca Doane Office Chief	PO Box 45842 Olympia, WA 98504-5842	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
(360)763-2977	Click here to enter text.	rebecca.doane@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	CFDA NUMBERS	
No		
AMENDMENT START DATE	**CONTRACT END DATE**	
07/01/2022	06/30/2023	
PRIOR MAXIMUM CONTRACT AMOUNT	AMOUNT OF INCREASE OR DECREASE	TOTAL MAXIMUM CONTRACT AMOUNT
$0.00	N/A	**Based on Annual Review**

REASON FOR AMENDMENT;
CHANGE OR CORRECT PERIOD OF PERFORMANCE

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Amendment by reference:

☐ Additional Exhibits (specify):

This Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original County Program Agreement or Interlocal Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original County Program Agreement or Interlocal Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
	Amel A. Alsalman Procurement Program Contracts Manager DSHS Central Contracts and Legal Services	

This Agreement between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. DSHS extends the Agreement End Date twelve months from July 1, 2022, to June 30, 2023, as stated on Page One of this Amendment.

All other terms and conditions of this Agreement remain in full force and effect.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Approving a Twelve (12) Month Agreement, Smarsh Order Form with Smarsh Inc. for Archiving Benton County's Electronic Records
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Eric Andrews

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

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

Summary / Background Information

On February 7, 2012, the Board signed Resolution 2012-079 authorizing Smarsh Inc. to archive the County's email, text, and social media records. Smarsh Inc. has made several changes to its electronic records archiving solution that now provides more intuitive tools for searching and retrieving public records. The County has been using Smarsh for over 10 years utilizing terms and conditions that are now outdated. Smarsh has provided the County an Order Form with new terms and conditions that will allow the County to keep using Smarsh's Professional Archive.

Information Technology has been satisfied with the archiving services Smarsh provides and recommends staying with Smarsh to comply with increasing public records request demands. Smarsh's new Order Form will add all the County's current Smarsh services to one agreement rescinding Resolutions 2012-079, 2015-186, 2015-465, and 2021-693.

- Resolution 2012-079 – Original County approved Smarsh Agreement for email, mobile, and social media records archiving.
- Resolution 2015-186 – Smarsh Inc. First Contract Amendment reducing the cost for mobile device text archiving from $10 to $4.50.
- Resolution 2015-465 – Smarsh Inc. Second Contract Amendment changing the social media archiving costs from $20 per social media account a month to $50 per first five social media accounts and $10 for each additional social media account over five accounts per month.
- Resolution 2021-693 – Smarsh Inc. Archiving Platform – Data Retention Policy Order Form that allows the County to purge records that have met or exceeded retention values as set forth by Washington's Office of Secretary of State, Local Government Common Records Retention Schedule (CORE).

Fiscal Impact

Amount: **$8,517.50 excluding WSST. No change in budget.**

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

Recommendation

Information Technology recommends that the Board approves a twelve (12) month agreement, Smarsh Order Form with Smarsh Inc. for archiving services related to County Owned Electronic Records.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A TWELVE (12) MONTH AGREEMENT, SMARSH ORDER FORM WITH SMARSH INC. FOR ARCHIVING BENTON COUNTY'S ELECTRONIC RECORDS

WHEREAS, Benton County is committed to complying with public record laws as stated in RCW 40.14, Preservation and Destruction of Public Records and RCW 42.56, Public Records Act; and

WHEREAS, on February 7, 2012, per Resolution 2012-079, the Board approved the original Smarsh Agreement for capturing, archiving, and searching County owned electronic records related to email, text, and social media; and

WHEREAS, this past year, Smarsh has identified an issue with the terms and conditions from 10 years ago and has provided the County with a new agreement, order form that allows the County to keep using Smarsh's Professional Archive; and

WHEREAS, the Information Technology Manager recommends renewing Smarsh's professional archiving services to make sure the County stays compliant with public records laws, RCW 40.14 and RCW 42.56 and that public records searches are provided to county departments accurately and efficiently; and

WHEREAS, Smarsh Inc. has issued Benton County a new Twelve (12) Month Agreement, Smarsh Order Form that will replace the County's existing Smarsh Agreement covering the County's electronic records archiving service needs; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the Chairman of the Board to sign a twelve (12) month agreement, Smarsh Order Form between Benton County and Smarsh Inc. in an amount not to exceed $10,000 excluding Washington State Sales Tax (WSST); and

BE IT FURTHER RESOLVED, said Order Form renewals shall commence this day and expire on May 31, 2023. The term will automatically renew for twelve (12) month periods every June 1st of each year unless the County provides written notice of termination to Smarsh Inc. 90 days in advance; and

BE IT FURTHER RESOLVED, Resolutions 2012-079, 2015-186, 2015-465, and 2021-693 are hereby rescinded.

Dated this 7 day of June , 2022

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor,

Prepared by: R Heard

Order Form (#Q076878)(Service Account Number: 16036)

Client Information

Company	**Name**	Benton County Information Technology, WA		
	Address	PO Box 608	**City**	Prosser
	State	Washington	**Zip**	99350
Primary Contact *(Authorized User)*	**Name**	Robert Heard	**Title**	IT
	Phone	5097363083	**Email**	robert.heard@co.benton.wa.us
Technical Contact	**Name**	Robert Heard	**Title**	IT
	Phone	5097363083	**Email**	robert.heard@co.benton.wa.us
Billing Contact	**Name**	Robert Heard	**Title**	IT
	Phone	5097363083	**Email**	robert.heard@co.benton.wa.us
	Address	620 Market St	**City**	Prosser
	State	Washington	**Zip**	99350-1300

Quote Date	05/26/2022 10:33:30	**Quote Expiration**	06/10/2022
Smarsh Sales Executive	Adam Bushen	**Term of Agreement**	12 Months
Activation Date	Upon Grant of Access to Service	**Historical Import Billing**	In Arrears
		Setup Fee Billing	Upon Contract Execution

Services and Fees

	Rate per Quantity	Minimum Quantity	Minimum
Pro Support - Basic - Monthly	$0.00	1	$0.00
Monthly DVDs	$50.00	1	$50.00
Archiving Platform Add ons - Supervision Module Monthly	$25.00	3	$75.00
Archiving Platform - Data Retention Policy - Monthly	$250.00	1	$250.00
Archiving Platform Add ons - Discovery Module (10) Monthly	$250.00	10	$250.00
Archiving Platform Core Platform - Professional Package Monthly	$150.00	1	$150.00
Archiving Platform Content Usage - Email Monthly	$6.50	965	$6272.50
Verizon - Professional Archive MG Cloud MT - Monthly	$6.00	245	$1470.00

Recurring Subtotal	$8,517.50
One-Time Subtotal	$ 0.00

Notes

Terms & Conditions

Service Descriptions are available at https://www.smarsh.com/legal-docs/Service-Descriptions-2017.pdf. On a date following execution of this Order Form, Smarsh will provide Client with access to an account within the applicable Service ("**Activation Date**").

The Services are subject to the terms of the Smarsh Service Agreement, located at https://www.smarsh.com/legal-docs/Smarsh-Subscription-Service-Agreement-7-1-Live.pdf and incorporated into this Order Form by reference ("**Agreement**"). If Client purchases text message archiving, the additional terms at https://www.smarsh.com/legal-docs/Service-Specific-Terms-Mobile-Archive-Service.pdf also apply. If Client purchases any Service which requires Software, or Services which are resold by Smarsh (including through any of the following vendors: 17-a-4, MobileGuard, Instant Technologies, NextRequest, CellTrust, or Personal Archive Access), additional terms apply to the Service or Software and such terms are located at http://www.smarsh.com/legal. Smarsh U training services are subject to the additional terms available at https://www.smarsh.com/legal/SSTSmarshUniversity ("Smarsh U Terms"). For purposes of the Smarsh U Terms, "Smarsh Service Agreement - General Terms" means the Agreement referenced above.

The Initial Term of the Services shall begin on the date this Order Form is executed and continue for the Term of the Agreement specified above, unless Client is adding the above Services to an existing Service account, in which case, the above Services will sync to and co-terminate with Client's existing Service Term. The Services will be subject to renewals as specified in the Agreement.

"**Core Platform Fees**" are the Fees charged for access to the Smarsh Archiving Platform. "**Content Usage Fees**" are the Fees that are charged on a per-Unit basis to capture and archive each content type. Add-on Fees are those Fees charged for feature add-ons ("**Added Functionality Fees**"). "**Professional Services Fees**" are the fees for hourly, monthly or flat rate professional services. The Platform Fees, the Content Usage Fees and the Added Functionality Fees are "**Recurring Fees**" and are invoiced on a monthly or annual basis as specified above. Client agrees that the sum of the Recurring Fees is Client's minimum commitment during the Term. Smarsh will invoice Client for any usage over the Minimum Commitment.

The Platform Fees, the Capture & Archive Fees, the Capture Fees, and the Premium Adj. Fees, as applicable, are invoiced upon execution of this Order Form. Client agrees that the Recurring Subtotal above is Client's minimum commitment during the Term. Smarsh will invoice Client for any usage over the minimum quantities at the applicable rate indicated in this Order Form.

If not priced above, fees related to imports of Client's legacy data or data ingested from Connected Capture and other external capture mechanisms are as follows:

- Data import fees (one-time) $10/GB
- Imported data conversion fees (one-time) $ 3/GB
- Storage for imported data $ 2.50/GB/year

Information about Smarsh data privacy compliance is available at www.smarsh.com/legal.

Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

[ ] No

[ ] Yes – Please complete below

PO Number: {{PONum_es_:signer1}}
PO Amount: {{POAMT_es_:signer1}}

Upon signature by Client and submission to Smarsh, this Order Form shall become legally binding unless Smarsh rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By _____

Name: Shon Small Title: Chairman, Board of Benton County Commissioners Date 6/7/2022

Robert Heard

From: Eric Andrews
Sent: Friday, April 29, 2022 8:45 AM
To: Robert Heard
Subject: RE: Smarsh Renewal Order Form_encrypted_ (43).pdf

I approve as to form.

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

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RESOLUTION 2012-079

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A SERVICE AGREEMENT BETWEEN BENTON COUNTY AND SMARSH, INC. FOR EMAIL, MOBILE DEVICES, AND SOCIAL MEDIA ARCHIVING SERVICES

WHEREAS, per Resolution 11-821 dated December 20, 2011 the Board of Benton County Commissioners authorized the Manager of Central Services to negotiate a service agreement with Smarsh, Inc. to provide a subscription service for email archiving for a one time setup not to exceed $38,500 and a cost not to exceed $6.50 per active user account plus WSST; and

WHEREAS, Central Services realizes the importance of archiving electronic records created in mobile devices and social media; and

WHEREAS, in addition to archiving emails, Smarsh also provides the service of archiving mobile devices and social media that was not initially included or mentioned in Resolution 11-821; and

WHEREAS, specific pricing and service information for mobile devices and social media are provided in Exhibit "C" attached to the Smarsh Agreement; and

WHEREAS, Central Services recommends entering into a service agreement with Smarsh, Inc. for email, mobile device, and social media archiving; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation and approves the service agreement between Benton County and Smarsh, Inc. for providing a subscription for email, mobile device, and social media archiving; and

BE IT FURTHER RESOLVED, that the one-time costs for setup of accounts and import of existing archive shall not exceed $38,500 and that the cost per month shall not exceed $6.50 per active email user, $10.00 per active mobile device, and $20.00 per active social media account plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED, that the subscription with Smarsh is a 60 month commitment with the option to cancel services after 12 months; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the agreement between Benton County and Smarsh, Inc. attached hereto.

Dated this 7 day of Feb, 2012

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest:

Clerk of the Board

RHeard

Smarsh Service Subscription Form

Primary Contact	
Name	
Title	
Company	Benton County Central Services
Address	Post Office Box 608, Prosser, Washington 99350
Phone	(509) 786-5603
Fax	
Email	central.services@co.benton.wa.us
Billing Contact (if different)	
Name	
Title	
Company	
Address	
Phone	
Fax	
Email	

I prefer to pay by:

☐ Check (invoice me)

☐Amex ☐Discover ☐MasterCard ☐Visa

Number _____

Name on Card _____

Expiration Date _____ / _____

Please return completed forms to:

smarsh

921 SW Washington Street Ste. 540
Portland, OR97205

Fax: 971-998-9967
Phone: 866-SMARSH-1

Account Executive: David T. Ambrose

Smarsh Service Subscription Form

EMAIL MANAGEMENT SERVICE AGREEMENT ("Agreement") is entered into by and between Smarsh, Inc., a New York corporation located at 921SW Washington Street, Suite 540, Portland, OR 97205 ("Smarsh"), and Benton County, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 ("Client").

Smarsh is in the business of providing financial technology consulting services, including market data, custom application development, email & communications solutions, and hosting, over, among other media, the World Wide Web. Most of the technology Smarsh provides is originally authored by Smarsh, while other technology is licensed to Smarsh from third parties for sublicense to Smarsh customers. The third parties from which Smarsh licenses technology shall be referred to hereinafter as "Technology Providers." Client wishes to license an email architecture that fulfills standard email functions such as sending and receiving messages, as well as additional monitoring and archival functions as defined in Exhibit B Email/Mobile/Social Media Services("Email Services"). Accordingly, Client would like to acquire services and technologies from Smarsh according to the terms and conditions set forth herein, and Smarsh would like to so provide such services & technology to Client.

NOW, THEREFORE, the parties hereby agree as follows:

1. Agreement Documents.
This Agreement consists of these specific and general terms and conditions, and the following documents: Exhibit A Smarsh Service Level Agreement (SLA), Exhibit B Email/Mobile/Social Media Services, and Exhibit C Fees

2. Service.
Subject to the terms and conditions of this Agreement, Smarsh hereby agrees to provide a custom Email Services solution in accordance with Exhibit B Email/Mobile/Social Media Services and grants to Client a non-exclusive, worldwide license (with no sublicense rights) to utilize the Email Services during the term of this Agreement.

3. Service Limitations.
Client shall not copy, modify, adapt, transmit, sell, distribute or otherwise use the Email Services, in whole or in part, except as expressly permitted hereunder or in the applicable Exhibit or as approved in advance in writing by Smarsh. Smarsh and its Technology Providers reserve all rights and licenses in and to the Email Services not expressly granted to Client hereunder. Client shall not use or permit anyone to use the Email Services for any unlawful or unauthorized purpose.

4. Contract Representatives.
Each party to this Agreement shall have a contract representative. Each party may change its representative upon providing written notice to the other party. All correspondence and billing will be sent to the Client's Representative. The parties' representatives are as follows:

(a) **For Client:**

Benton County Central Services
Post Office Box 608
Prosser, Washington 99350
(509) 786-5603
central.services@co.benton.wa.us

(b) **For Smarsh:**

Smarsh Inc.
Attn: David T. Ambrose, Account Executive
921 SW Washington Street, Ste. 540
Portland, OR 97205
1-866-SMARSH-1
971-998-9967 (fax)
support@smarsh.com

5. Fees.
Subject to the terms and conditions of this Agreement as supplemented by its Exhibits, and in consideration for the Email Services provided, Client agrees to pay Smarsh the fees set forth in Exhibit C Fees. All such fees will be invoiced monthly and will be due and payable within thirty (30) days following Client's receipt of each Smarsh invoice.

6. Ownership and Trademarks.
All server hardware, including all installed software and applications needed to operate the Email Services are the sole property of Smarsh. Smarsh and its Technology Providers own all right, title, and interest in and to their respective trademarks, service marks, and logos ("Marks") worldwide.

7. Confidentiality.

(a) Confidential Information. "Confidential Information" means (i) business or technical information of either party, including but not limited to information relating to either party's product plans, customers, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (ii) any information designated by either party as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential; and (iii) the terms and conditions of this Agreement.

(b) Confidentiality Obligations. To the extent allowed under the Public Records Act (RCW 42.56 *et seq.*), each party agrees: (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and (ii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

(c) Exclusions. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and (ii) on a confidential basis to its legal or financial advisors.

(d) Public Records Act. Smarsh acknowledges that (i) Client is a governmental entity and as such is subject to the requirements of the Public Records Act (RCW 42.56 *et seq.*) requiring Client to release public records to members of the public upon request, and (ii) this Agreement may become part of a "public record" as defined under the Public Records Act which is available for personal inspection and copying by any person. Client acknowledges that Smarsh will not be responsible for responding to public records requests.

8. Term and Termination.

(a) Term and Termination for Convenience. This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of sixty (60) months. Smarsh or Client may terminate this Agreement for any reason after the first twelve (12) months of the Agreement by providing the other party thirty (30) days' written notice. At the end of the initial term of sixty (60) months, unless Smarsh or Client provides such written notice, this Agreement and all related exhibits shall auto-renew for additional thirty (30) day terms.

(b) Termination for Breach. Either party may terminate this Agreement if the other party materially breaches any of its obligations there under or hereunder and such breach remains uncured for thirty (30) days following the written notice of the breach to the breaching party.

(c) Termination Due to Unavailability of Licensed Technology. In the event that any agreement between Smarsh and one of its Technology Providers is terminated in accordance with its terms, or in the event any portion of the Email Services is found to infringe a third party's intellectual property rights, such that Smarsh is unable to provide the Email Services under this Agreement, both parties shall have the right to terminate the Agreement without liability other than payment of fees incurred up to the date of termination. Alternatively, both parties shall have the right to mutually modify this Agreement in writing to reflect a reduction in the value of the Licensed Content.

(d) Effect of Termination. Upon any termination or expiration of this Agreement: (i) Client shall make payment to Smarsh of all compensation due and made payable prior to the termination or expiration; and (ii) each party shall return to the other or destroy, at the other party's instruction, all Confidential Information of the other party; provided the receiving party may retain such information as is necessary pursuant to law or bona fide internal document retention policies implemented to comply with laws.

9. Warranty and Disclaimers.

(a) Warranties. Smarsh warrants that it has the right and authority to enter into this Agreement and to grant to Client the rights granted hereunder and that to the best of Smarsh's knowledge the license granted to Client hereunder does not infringe any third party's intellectual or other proprietary right at common law or under any statute.

(b) OTHER THAN THE WARRANTY PROVIDED IN SECTION 9(a), AND WARRANTING TO PROVIDE THE SERVICES DETAILED IN EXHIBIT B, SMARSH AND ITS TECHNOLOGY PROVIDERS MAKE NO WARRANTY OF ANY KIND IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE EMAIL SERVICES AND ANY OTHER INFORMATION, SERVICES OR MATERIALS PROVIDED OR MADE AVAILABLE BY SMARSH HEREUNDER, AND SMARSH AND ITS TECHNOLOGY PROVIDERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Without limiting the generality of the preceding sentence, Client acknowledges that, although Smarsh obtains technology from third party sources considered reliable and Smarsh runs reasonable control checks on the Email Services, SMARSH AND ITS TECHNOLOGY PROVIDERS EXPRESSLY DISCLAIM ANY WARRANTY REGARDING, AND NEITHER SMARSH NOR ANY OF ITS TECHNOLOGY PROVIDERS SHALL BE LIABLE FOR, THE TIMELINESS, OR INDUSTRY-SPECIFIC REGULATORY COMPLIANCE OF THE EMAIL SERVICES.

10. General Indemnity.

(a) Smarsh shall defend, indemnify, and hold harmless Client from and against all claims resulting from or arising out of performance of this contract to the extent such claims arise from the intentional misconduct or negligence of Smarsh or Smarsh's officials, officers, employees, or agents. Solely for the purposes of this indemnification provision, Smarsh expressly waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington, or similar State statutory scheme, and acknowledges that this waiver was mutually negotiated by the parties. The provision shall survive the termination of this Agreement. PROVIDED, HOWEVER, THAT TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, SMARSH'S CUMULATIVE TOTAL LIABILITY FOR ITS NEGLIGENT OR INTENTIONAL ACTS ARISING OUT OF PERFORMANCE OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CLIENT TO SMARSH DURING THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT CAUSED OR LED TO THE CLAIM.

(b) Notwithstanding the above, Smarsh will have no liability of any kind to the extent any claim is based on or arises from: (i) required functionality not clearly expressed in Client's Email Services requirements (as provided in Exhibit B), (ii) any modification of the Email Services by Client or any third party; (iii) the combination of Email Services with any technology or other services not provided by Smarsh, or (iv) the failure of Client to use updated or modified versions of the Email Services made available by Smarsh to avoid a claim.

11. Indemnity arising out of Breach of Warranty. Smarsh will defend Client against third party claims, and indemnify and hold Client harmless against any settlements or final judgments (including reasonable attorneys' fees), arising out of a breach of the warranty contained in Section 9(a) above, provided that (i) Client provides Smarsh with prompt written notice upon becoming aware of any such claim; (ii) Client reasonably cooperates with Smarsh in the defense of such claim; and (c) Smarsh has sole and exclusive control over the defense and settlement of any such claim. The indemnification obligation contained in this Section 11 shall be Client's sole and exclusive remedy, and Smarsh's sole and exclusive obligation, with respect to any breach of the warranty contained in Section 9(a) or any claim of intellectual property rights or proprietary rights infringement.

12. General Provisions.

(a) Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without the other's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets. Any attempt to assign this Agreement other than as permitted herein will be null and of no effect. Without limiting the foregoing, this Agreement will inure to the benefit of and bind the parties' respective successors and permitted assigns.

(b) Governing Law and Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Washington. Any action at law, suit in equity, 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 or in the United States District Court, Eastern District of Washington.

(c) Notice. Any notice under this Agreement will be in writing and delivered by personal delivery, express courier, confirmed facsimile, confirmed e-mail, or certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with express courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or e-mail. Notices will be sent to a party at its address set forth above in Section 4 Contract Representatives or such other address as that party may specify in writing pursuant to this section.

(d) No Agency. The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. Smarsh's services shall be furnished under this Agreement as an independent contractor and not as an agent, employee or servant of the Client. Smarsh specifically has the right to direct and control its own activities in providing the agreed services in accordance with the specifications of this Agreement. Smarsh acknowledges that the entire compensation for this Agreement is set forth in section five (5) of this Agreement and it is not entitled to any benefits, including but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or other rights or privileges afforded to Client's employees. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

(e) Entire Agreement. This Agreement, together with its Exhibits, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, negotiations and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(f) Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

(g) Waiver. Failure of either party to insist on strict performance of any of the terms and conditions herein shall not be deemed a waiver of any rights or remedies that either party shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions thereof.

(h) Compliance with Law. Smarsh will comply with applicable federal, state and local laws, rules and regulations applicable to Smarsh's business.

[Signature Page Follows]

Smarsh Service Subscription Form

This Agreement will become effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Agreement.

Each party is signing this Agreement on the date stated below that party's signature.

Benton County, Washington

620 Market Street

Prosser, Washington 99350

Dated this 7 **day of** Feb **, 2012**

Chairman, Benton County Board of Commissioners

ATTEST:

Clerk of the Board

APPROVED AS TO FORM

Deputy Prosecuting Attorney

1/31/12

Date

Smarsh, Inc.

921 SW Washington St, Suite 540

Portland, OR 97205

Dated this 13 **day of** February **, 2012**

Authorized Signature

Steven Finlan

Printed Name

VP Sales Operations

Title

Exhibit A Smarsh Service Level Agreement (SLA)

Smarsh, Inc.
Confidential| Copyright © 2011 Smarsh, Inc. All rights reserved.

Smarsh, Inc.
921 SW Washington Street, Suite 540
Portland, OR 97205
1-866-SMARSH-1 | www.smarsh.com

SOLUTIONS OVERVIEW

This Service Level Agreement ("SLA") covers performance targets for our network and server hardware, and is made between Smarsh Inc. and CLIENT. We are committed to providing an exceptional level of service at a standard of excellence commensurate with some of the best practices in the industry. Network uptime and server availability are considered to be of the utmost importance and performance expectations (detailed below) are offered in this respect.

This document also describes current procedures, methods and technical infrastructure used by Smarsh in its primary datacenters, all of which are subject to change from time to time.

INFRASTRUCTURE

Connectivity

As the central peering point for Internet providers in the Northwest, 23 fiber optic carriers all provide direct fiber service to the building. Available bandwidth is not limited by local loops or local carriers and can therefore be increased/bursted to up to 1 Gigabit per second, using direct Ethernet connections, rather than routed T1 or T3 service. As the building occupies a complete city block, utilities enter from all four sides, each provider utilizing no less than 2 distinct entry points.

Our Load Balancing devices provides automatic failover using dynamic DNS technology to provide an effective uptime approaching 99.999%, not including regularly scheduled maintenance or force majeure events.

Smarsh protects its network with hardware firewalls on each of its WAN connections. WatchGuard x500 and x700 Firebox firewalls are used at the perimeter of our primary WAN connections. Only ports required for email and related functions are exposed. VPN tunnels can be configured if required.

Smarsh's primary datacenter is in Portland, OR with additional managed facilities located in New York, NY and Vancouver, WA.

Hardware

The Archiving Servers are built upon reliable and proven industry hardware and software applications to ensure maximum reliability and optimal performance. Although specifications for the server(s) can be mutually determined, we recommend at least:

Dell PowerEdge 1800 Server (or greater)
Dual Intel Xeon Processor 2.4 GHZ (or faster)
1.0 GB DDR SDRAM (or greater)
≥ 146 GB RAID 1 / 5 / 10 HD

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Dual Power Supply
ISP rated POP3 / IMAP / Webmail Email Server Software (Merak)
Software and data synchronized to an offsite identical hot spare server
Dual Network cards multi-homed with 100Mb connections through 2 providers
Optical Drive (internal or external)
SPAM and Virus Filter

Anti-virus/Security Software

Smarsh uses several levels of anti-virus protection. 1) At the perimeter of our email network, all incoming messages are scanned for viruses, spam, phishing attacks, and other malicious content by Barracuda SPAM filtering appliances. 2) Each server runs a server-grade anti-virus application that monitors file changes in real-time and performs scheduled scans. 3) We also run TrendMicro ScanMail for Exchange to protect email servers and email recipients. 4) We block harmful attachments at both the perimeter and server level. 5) Finally to protect you from trojans or denial of service attacks within our network, we also install a software firewall on each server (in addition to network hardware firewalls). All virus definitions and pattern files are updated at least once a day, however typically, every hour.

SECURITY

Smarsh takes security extremely seriously, as our business depends on it. Our customer base lies in the financial services industry and we understand the importance of our clients' data. Using a combination of hardware, software, and advanced procedures, Smarsh secures all aspects of its email and instant messaging archiving services. Physical access to Smarsh's datacenters is protected by Electronic keycard access, 24x7 closed-circuits monitoring with video recording, security guard personal, steel cages with key locks and key code building access afterhours.

Datacenter access is limited to few senior-level technology employees who only require access to provide a reliable system support. All Smarsh employees, both in our Technology Department or otherwise, have been subjected to a rigorous background check prior to their employment. All systems are protected by multi-tiered firewalls. Our network perimeter is secured by two Watchguard Firebox firewalls with all ports blocked except those needed for email use. Each individual server is further protected by its own software-based firewall adding extra security for outside intrusion and the additional benefit of protection from the other servers within the internal network. Servers are hosted on completely distinct logical networks from Smarsh employee PCs to create additional separation for security. Users' mailboxes are protected from SPAM, viruses, phishing attacks and other harmful content by extensive layers of message security. We use redundant clustered spam and virus appliances to eliminate harmful emails at the gateway. Subsequently, each message is also scanned on the individual mail servers by software-based mail enabled antivirus programs from a separate provider. A third provider is used for file system antivirus protection on the servers. Both the gateway antivirus system and the local software based antivirus have their definitions updated regularly.

The web-based compliance portion of our service is protected by utilizing a combination of complex passwords, encryption, and a tight login policy. All clients' default compliance passwords are a compound number, letter, and non-alphanumeric character combination. Logins on the www.smarsh.com website are protected by a forced 128

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bit SSL encryption and there are no pages that accept any information in clear text. Additionally, the intricate login policy protects against dictionary attacks and phishing or guessing attacks. Only three attempts to enter a correct username and password are permitted. Should the login fail after these three attempts, both the account and the IP address for which the failed logins were entered are locked for ten minutes. After the lock-out period, the lock is changed to a probationary state where three more attempts may be made. Should another three login failures occur on either the same username or from the same IP address, the account and/or IP address is permanently locked-out. The authorized contact person must call Smarsh to clear the lock. Furthermore, all logins are recorded, allowing for review of the failed attempts and protection against attacks both within and outside of the company.

BACKUP SYSTEMS

Smarsh uses a Disk-to-Disk-to-Disk backup solution to take backups offsite. Full backups are performed weekly. Incremental backups are performed nightly. Continuous backup is used within some server applications.

Smarsh uses an independent Disk-to-Disk-to-Disk backup solution. A full backup of the Server OS, Program Files, and Registry is performed weekly followed by an incremental daily backup. A full backup of the Exchange and SQL databases is performed nightly. All servers are backed up over the Gigabit LAN to a dedicated backup storage server using a centrally managed Exchange aware disk-to-disk backup application. The local backup storage server is then backed up daily to portable HDD's on a rotating schedule which is taken offsite to a secure location.

SUPPORT

Smarsh provides a toll-free number that allows our customers to have access to our support staff 24x7. We use a system that hunts for an open support line and will always route to a live person. Our support hours are listed as 8am to 8pm EST, however for emergency contact, members of our support team are connected to the support system via cell phone, pagers, and Pocket PC's. Additionally, any end admin or end user can always email our support staff for help with any aspect of the services we provide.

Average Response Time

Our average response time to answer calls is less than a minute during normal business hours, and less than 10 minutes during emergency hours. We make a strong effort to ensure that you can always reach us and that you are put in touch with someone who is capable of resolving your issues. We do not use call screeners, troubleshooting scripts, or escalation procedures before putting you in contact with someone that is technically qualified to troubleshoot issues.

Monitoring

Smarsh monitors Server Diagnostics and Domain Availability consistently ("24/7") from our Network Operations Center, typically at intervals of 1-3 minutes. Monitoring includes:

- IMCP Pings - Verifies network connectivity and ensures that machines are reachable
- SMTP - Checks the SMTP mail service and TCP/IP port 25.
- POP3 - Checks the POP3 mail service and TCP/IP port 110.

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- HTTP - Tests the HTTP/SSL web server and TCP/IP port 80/443 to ensure that Web Access clients are functioning properly.
- CPU Usage & Disk Space
- DNS - Ensures that Domain Name Servers are reachable and successfully resolving domain names to IP addresses.
- Security Log auditing
- Instant Page Alerts Distributed to IT Staff

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Exhibit B Email/Mobile/Social Media Services

Email/Mobile/Social Media Services Include:

- Social Media account creation & management
- Mobile messaging account creation & management
- Message logging & archiving
- Email account creation & management
- Unlimited customer support
- WORM optical storage
- 3rd Party attestation letter
- Redundant storage
- Complimentary monthly audit DVD
- Complimentary message search DVD requests
- Dual-archiving (Message logging and complete message with attachments)
- Secure server with virus protection, dual firewalls
- Unlimited mailbox storage space per account
- Configure server & hardware
    - Smarsh agrees to integrate Smarsh's architecture to the Clients current email platform Novell Groupwise. Also, Smarsh understands that the Client may change the email platform at any time at no additional costs. Email Environments can include but are not limited to on-premise platforms (Microsoft Exchange) and SaaS platforms (Microsoft 365, Google Gmail).
- Archive searches via Smarsh Management Console
    - Robust field search | Smarsh indexes the entire electronic message, and enables search by Boolean combinations of virtually every associated field, including: text/HTML body, subject, sender, recipient (including CC, BCC & distribution lists), message date and time, headers (including IP address), attachment type, attachment name, attachment contents (for approximately 400 file types).
    - Saved searches | Save search criteria and repeat searches for convenience, consistency and evidence of policy enforcement.
    - E-discovery searches | Run robust ad-hoc discovery searches for one-time instances.
    - Support for multiple lexicon lists | Clients can customize company-approved lexicons of keywords/phrases for search and/or start with a default list provided by Smarsh.
    - Multiple email addresses, aliases | Search traffic of an unlimited number of email addresses per employee.
    - Immediate search results | Once the desired emails have been identified in the archive's search page, they can be immediately viewed online, downloaded directly to a PC, or encrypted and copied to portable electronic media.

- Personal archive access | End-users may access their personal email archive securely from any web browser, mobile device, or an integrated email client plug-in, and they can search their own archives based on a variety of criteria including keywords, sender, recipient, date range etc. Once messages have been located, users can drag and drop messages, restoring them to their live mailbox (with original timestamp), download, forward, reply, file (tag) and more. End users also have access to customizable saved searches and other tools to conveniently provide access to historical messages.

- Create user accounts with archiving features
- Compliance officer/Administrator training (if needed)
- User training & system documentation
- Migrate domain names to new servers
- 24x7 Server diagnostics monitoring
- 24x7 Domain availability monitoring
- Emergency customer support

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Exhibit C Fees

One-time Fees

One-time setup fee of $1,500.

One-time data migration fee for the import of historical data from Client's current archive to Smarsh:

Historical data will be charged a migration fee of $12 a Gigabyte. Smarsh agrees to provide Client by email the total amount of historical data imported each month until all data has been transferred. Payment will not be released until all historical data is completely moved from theClient's current archive to Smarsh.

Ongoing Monthly Fees for Email Archiving & Compliance

During the Agreement, the Client will be charged a monthly fee of $6.50 per active email account that is archived from the Client's email system. .

For the first twelve (12) months of this Agreement, the Client guarantees payment of 719 accounts a month for a total compensation to Smarsh of $4,673.50 each month. In addition, at any time during the first twelve(12) months of this Agreement the Client may increase the amount of accounts beyond 719 at a rate of $6.50 per account.

After the first twelve (12) months of this Agreement, the Client has the right to increase or decrease the total number of accounts for which Client will be charged at the above stated rate of $6.50 per account.

Ongoing Monthly Fees for Mobile Message Archiving

The Client will be charged a monthly fee of $10 per mobile device for mobile message archiving while the Agreement is in effect. The Client has the right to add or subtract mobile devices at any time during this Agreement at the rate of $10 per mobile device.

Ongoing Monthly Fees for Social Media Archiving

The Client will be charged a monthly fee of $20 per social media account for social media archiving while the Agreement is in effect. The Client has the right to add or subtract social media accounts at any time during this Agreement at the rate of $20 per account.

All additions and subtractions to Email Archiving, Mobile Message Archiving, and Social Media Archiving in Exhibit C within this Agreement will be done via email between the Contract Representatives as indicated in Section 4 of the Agreement.

RESOLUTION 2015 186

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE SMARSH INC. FIRST CONTRACT AMENDMENT.

WHEREAS, Benton County is committed to complying with public record laws as stated in RCW 42.56, Public Records Act; and

WHEREAS, Resolution 2012-079 authorized Smarsh Inc. to provide email archiving, mobile device archiving, and social media archiving to Benton County until February 7, 2017; and

WHEREAS, Smarsh Inc. has reduced the monthly mobile device service charge from $10.00 per mobile device to $4.50 per mobile device; and

WHEREAS, Information Technology Department agrees that signing the Smarsh Inc. First Contract Amendment is in the best interest of Benton County; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, agrees with Information Technology and is hereby authorized to sign the attached Smarsh Inc. First Contract Amendment between Benton County and Smarsh Inc. which reduces the monthly mobile device archiving service charge from $10.00 per mobile device to $4.50 per mobile device.

Dated this 3 day of March, 2015

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Orig: Information Technology
cc: Auditor,

Prepared by: R. Heard

FIRST AMENDMENT TO SMARSH, INC SERVICE AGREEMENT

THIS FIRST SERVICE AGREEMENT AMENDMENT ("FIRST AMENDMENT") made and entered into this 3 day of March 2015 by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "Client") and Smarsh, Inc., a New York Corporation, with its principal offices at 921 SW Washington Street, Suite 540, Portland, OR 97205 (hereinafter "Smarsh").

The parties entered into a Service Agreement per Resolution 2012-079 dated February 7, 2012 (the "CONTRACT") to provide email, mobile devices, and social media archiving services.

Whereas, this FIRST AMENDMENT is necessary because Smarsh has lowered the pricing for mobile phone archiving services from $10 per device to $4.50 per device.

As such, the parties agree that all provisions of the CONTRACT remain in effect except for the Ongoing Monthly Fees for Mobile Message Archiving section of Exhibit C, first paragraph, which shall be amended and replaced in its entirety with the following:

Ongoing Monthly Fees for Mobile Message Archiving

The Client will be charged a monthly fee of $4.50 per mobile device for mobile message archiving while the Agreement is in effect. The Client has the right to add or subtract mobile devices at any time during the Agreement at the rate of $4.50 per mobile device.

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this FIRST AMENDMENT on behalf of the Client, and Smarsh has executed this FIRST AMENDMENT, on the day and year first above written.

BENTON COUNTY

Chairman

SMARSH, INC.

Title: Director of Sales

Approved as to Form:

Ryan J. Lukson
Deputy Prosecuting Attorney

Orig.: File Information Technology
cc: Auditor; PA,

R. Heard

RESOLUTION 2015 465

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE SMARSH INC. SECOND CONTRACT AMENDMENT.

WHEREAS, Benton County is committed to complying with public record laws as stated in RCW 42.56, Public Records Act; and

WHEREAS, Resolution 2012-079 authorized Smarsh Inc. to provide email archiving, mobile device archiving, and social media archiving to Benton County until February 7, 2017; and

WHEREAS, Smarsh Inc. has changed the monthly social media archiving cost from $20.00 per social media account to $50.00 a month for the first five social media accounts and $10.00 a month for each social media account added thereafter ; and

WHEREAS, Information Technology Department agrees that signing the Smarsh Inc. Second Contract Amendment is in the best interest of Benton County; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, agrees with the Information Technology Department and is hereby authorized to sign the attached Smarsh Inc. Second Contract Amendment between Benton County and Smarsh Inc. that changes the monthly social media archive service to $50.00 a month for the first five social media accounts and $10.00 a month for each social media account added thereafter.

Dated this 30 day of June, 2015

Chairman of the Board

Member

JAMES BEAVER-ABSENT
Member

Attest: Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Orig: Information Technology
cc: Auditor, PA

Prepared by: R. Heard

SECOND AMENDMENT TO SMARSH, INC SERVICE AGREEMENT

THIS SECOND SERVICE AGREEMENT AMENDMENT ("SECOND AMENDMENT") made and entered into this 30 day of June 2015 by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "Client") and Smarsh, Inc., a New York Corporation, with its principal offices at 921 SW Washington Street, Suite 540, Portland, OR 97205 (hereinafter "Smarsh").

The parties entered into a Service Agreement per Resolution 2012-079 dated February 7, 2012 (the "CONTRACT") to provide email, mobile devices, and social media archiving services.

Whereas, the parties entered into a FIRST AMENDMENT to the CONTRACT on March 3, 2015 in which the parties amended the pricing structure for mobile messaging archiving services.

Whereas, this SECOND AMENDMENT is necessary because Smarsh has lowered the pricing for social media archiving services from a monthly fee of $20 per social media account to $50 for the first five social media accounts and $10 for each social media account added thereafter.

As such, the parties agree that all provisions of the CONTRACT remain in effect except for the Ongoing Monthly Fees for Social Media Archiving section of Exhibit C, first paragraph, which shall be amended and replaced in its entirety with the following:

Ongoing Monthly Fees for Social Media Archiving

The Client will be charged a flat monthly fee of $50.00 for the first five social media accounts archived. Each social media account added thereafter by Client will be charged at the rate of $10.00 per account. The Client has the right to add or subtract social media accounts at any time during the Agreement at the rate of $10.00 per social media account for accounts six and above. If at any time during this agreement the Client cancels all of the social media accounts being archived, Smarsh will discontinue charging Client the flat monthly fee of $50.00. Finally, at the Client's discretion, the Client may modify any of the social media accounts at no cost to the Client.

Orig.: File – Information Technology
cc: Auditor; PA,

R. Heard

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this SECOND AMENDMENT on behalf of the Client, and Smarsh has executed this SECOND AMENDMENT, on the day and year first above written.

BENTON COUNTY

Chairman

SMARSH, INC.

Title: VP Sales

Approved as to Form:

Ryan J. Lukson
Deputy Prosecuting Attorney

Orig.: File – Information Technology
cc: Auditor; PA,

R. Heard

RESOLUTION 2015 465

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE SMARSH INC. SECOND CONTRACT AMENDMENT.

WHEREAS, Benton County is committed to complying with public record laws as stated in RCW 42.56, Public Records Act; and

WHEREAS, Resolution 2012-079 authorized Smarsh Inc. to provide email archiving, mobile device archiving, and social media archiving to Benton County until February 7, 2017; and

WHEREAS, Smarsh Inc. has changed the monthly social media archiving cost from $20.00 per social media account to $50.00 a month for the first five social media accounts and $10.00 a month for each social media account added thereafter ; and

WHEREAS, Information Technology Department agrees that signing the Smarsh Inc. Second Contract Amendment is in the best interest of Benton County; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, agrees with the Information Technology Department and is hereby authorized to sign the attached Smarsh Inc. Second Contract Amendment between Benton County and Smarsh Inc. that changes the monthly social media archive service to $50.00 a month for the first five social media accounts and $10.00 a month for each social media account added thereafter.

Dated this 30 day of June, 2015

Chairman of the Board

Member

JAMES BEAVER-ABSENT
Member

Attest: Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Orig: Information Technology
cc: Auditor, PA

Prepared by: R. Heard

SECOND AMENDMENT TO SMARSH, INC SERVICE AGREEMENT

THIS SECOND SERVICE AGREEMENT AMENDMENT ("SECOND AMENDMENT") made and entered into this 30 day of June 2015 by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "Client") and Smarsh, Inc., a New York Corporation, with its principal offices at 921 SW Washington Street, Suite 540, Portland, OR 97205 (hereinafter "Smarsh").

The parties entered into a Service Agreement per Resolution 2012-079 dated February 7, 2012 (the "CONTRACT") to provide email, mobile devices, and social media archiving services.

Whereas, the parties entered into a FIRST AMENDMENT to the CONTRACT on March 3, 2015 in which the parties amended the pricing structure for mobile messaging archiving services.

Whereas, this SECOND AMENDMENT is necessary because Smarsh has lowered the pricing for social media archiving services from a monthly fee of $20 per social media account to $50 for the first five social media accounts and $10 for each social media account added thereafter.

As such, the parties agree that all provisions of the CONTRACT remain in effect except for the Ongoing Monthly Fees for Social Media Archiving section of Exhibit C, first paragraph, which shall be amended and replaced in its entirety with the following:

Ongoing Monthly Fees for Social Media Archiving

The Client will be charged a flat monthly fee of $50.00 for the first five social media accounts archived. Each social media account added thereafter by Client will be charged at the rate of $10.00 per account. The Client has the right to add or subtract social media accounts at any time during the Agreement at the rate of $10.00 per social media account for accounts six and above. If at any time during this agreement the Client cancels all of the social media accounts being archived, Smarsh will discontinue charging Client the flat monthly fee of $50.00. Finally, at the Client's discretion, the Client may modify any of the social media accounts at no cost to the Client.

Orig.: File – Information Technology
cc: Auditor; PA,

R. Heard

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this SECOND AMENDMENT on behalf of the Client, and Smarsh has executed this SECOND AMENDMENT, on the day and year first above written.

BENTON COUNTY

Chairman

SMARSH, INC.

Title: VP Sales

Approved as to Form:

Ryan J. Lukson
Deputy Prosecuting Attorney

Orig.: File – Information Technology
cc: Auditor; PA,

R. Heard

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Approving the purchase of One Mobile Precision 3561 or comparable model laptop for the Human Services Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Kyle Sulivan

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

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

Summary / Background Information

Human Services has requested to purchase one laptop for their department. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Laptop will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$2,269.20 excluding WSST.**

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

Recommendation

Information Technology recommends that the Board approve the purchase of one Dell Mobile Precision or comparable model laptop in an amount not to exceed $2,269.20 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE DELL MOBILE PRECISION 3561 OR COMPARABLE MODEL LAPTOP FOR THE HUMAN SERVICES DEPARTMENT FROM DELL INC.

WHEREAS, the Human Services Department has made a request to purchase one laptop for their department; and

WHEREAS, Information Technology recommends purchasing one Dell Mobile Precision 3561 or comparable model laptop from Dell Inc.; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Dell Mobile Precision 3561 or comparable model laptop for the Human Services Department in an amount not to exceed $2,269.20 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Human Services Department funds; and

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

Dated this 7 day of June , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Human Services

Prepared by: R. Heard

A quote for your consideration

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

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

Quote No.	**3000120321068.1**	Sales Rep	Charles Anglin
Total	**$2,464.34**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	May. 19, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Jun. 18, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Deal ID	19472910		

Message from your Sales Rep

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

Regards,
Charles Anglin

Shipping Group

Shipping To

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

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**

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

Subtotal:	**$2,269.20**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$2,269.20**
Estimated Tax:	**$195.14**
Total:	**$2,464.34**

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

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**

Estimated delivery if purchased today:
Jun. 24, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3571 CTO	210-BDTJ	-	1	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	329-BGSE	-	1	-
NVIDIA T600, 4 GB, GDDR6	490-BHMO	-	1	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BGOO	-	1	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	1	-
16 GB, 1 x 16, 4800MHz, DDR5, Non-ECC SoDIMM	370-AGZI	-	1	-
M.2 2230 256 GB, PCIe x4 NVMe, Class 35 Solid State Drive	400-BNNC	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, Finger Print Reader, Smart card reader, NFC	346-BHZT	-	1	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6E (WiFi 802.11ax), Bluetooth 5.2	555-BHLT	-	1	-
6 cell, 97 WHr standard lifecycle battery	451-BCXJ	-	1	-
130W Type C Power Adapter	492-BDGH	-	1	-
Intel vPro Technology Disabled	631-ADIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Quick Setup Guide for Mobile Precision 3571	340-CZKO	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHOS	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Bottom cover	354-BBER	-	1	-
Packaging (DSC + 130W Adapter)	340-DBDC	-	1	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	1	-
SupportAssist	525-BBCL	-	1	-

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

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
BTO Standard Shipment (M)	800-BBGS	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	1	-

Subtotal:	**$2,269.20**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$195.14**
Total:	**$2,464.34**

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

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Approving the purchase of One Mobile Precision 3561 Micros or comparable model laptop for the Office of Public Defense from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Michael Vander Sys

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

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

Summary / Background Information

The Office of Public Defense has requested to purchase a new laptop dedicated to uploading court related electronic media for case discovery. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

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

Fiscal Impact

Amount: **$2,269.20 excluding WSST.**

Fund: **Approved Office of Public Defense 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision laptop or comparable model laptop in an amount not to exceed $2,269.20 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE MOBILE PRECISION OR COMPARABLE MODEL LAPTOP FOR THE OFFICE OF PUBLIC DEFENSE FROM DELL INC.

WHEREAS, the Office of Public Defense has made a request to purchase one laptop dedicated to court case discovery tasks; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision or comparable model laptop from Dell Inc.; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Mobile Precision or comparable model laptop for the Office of Public Defense in an amount not to exceed $2,269.20 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Office of Public Defense funds; and

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

Dated this 7 day of June , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, OPD

Prepared by: R. Heard

A quote for your consideration

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

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

Quote No.	**3000120321068.1**	Sales Rep	Charles Anglin
Total	**$2,464.34**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	May. 19, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Jun. 18, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Deal ID	19472910		

Message from your Sales Rep

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

Regards,
Charles Anglin

Shipping Group

Shipping To

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

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**

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

Subtotal:	**$2,269.20**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$2,269.20**
Estimated Tax:	**$195.14**
Total:	**$2,464.34**

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

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

		Quantity	Subtotal
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**

Estimated delivery if purchased today:
Jun. 24, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3571 CTO	210-BDTJ	-	1	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	329-BGSE	-	1	-
NVIDIA T600, 4 GB, GDDR6	490-BHMO	-	1	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BGOO	-	1	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	1	-
16 GB, 1 x 16, 4800MHz, DDR5, Non-ECC SoDIMM	370-AGZI	-	1	-
M.2 2230 256 GB, PCIe x4 NVMe, Class 35 Solid State Drive	400-BNNC	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, Finger Print Reader, Smart card reader, NFC	346-BHZT	-	1	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6E (WiFi 802.11ax), Bluetooth 5.2	555-BHLT	-	1	-
6 cell, 97 WHr standard lifecycle battery	451-BCXJ	-	1	-
130W Type C Power Adapter	492-BDGH	-	1	-
Intel vPro Technology Disabled	631-ADIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Quick Setup Guide for Mobile Precision 3571	340-CZKO	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHOS	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Bottom cover	354-BBER	-	1	-
Packaging (DSC + 130W Adapter)	340-DBDC	-	1	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	1	-
SupportAssist	525-BBCL	-	1	-

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

Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
BTO Standard Shipment (M)	800-BBGS	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	1	-

Subtotal:	**$2,269.20**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$195.14**
Total:	**$2,464.34**

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

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

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

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

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

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

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

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Approving the purchase of One Mobile Precision 3561 or comparable model laptop, one Thunderbolt dock, and three 27-inch monitors for the Commissioners' Office, Construction Manager Position from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Robert Blain

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

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

Summary / Background Information

The Director of Operations & Capital Assets has requested to purchase one laptop, one dock, and three monitors for the Commissioners' Office, Construction Manager Position. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Laptop, dock, and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$3,865 excluding WSST.**

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

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision laptop or comparable model laptop, one Thunderbolt dock, and three 27-inch monitors in an amount not to exceed $3,865 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE MOBILE PRECISION OR COMPARABLE MODEL LAPTOP, ONE THUNDERBOLT DOCK, AND THREE 27-INCH MONITORS FOR THE COMMISSIONERS' OFFICE, CONSTRUCTION MANAGER POSITION FROM DELL INC.

WHEREAS, the Director of Operations & Capital Assets has made a request to purchase one laptop, one dock, and three monitors for the Construction Manager position; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision or comparable model laptop, one Thunderbolt dock, and three 27-inch monitors, and from Dell Inc.; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Mobile Precision or comparable model laptop, one Thunderbolt dock, and three 27-inch monitors for the Commissioners' Office, Construction Manager position in an amount not to exceed $3,865 excluding Washington State Sales Tax using approved 2021-2022 Facilities Department funds; and

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

Dated this 7 day of June , 2022

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Commissioners, Facilities

Prepared by: R. Heard

A quote for your consideration

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

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

Quote No.	**3000121247090.1**	Sales Rep	Charles Anglin
Total	**$3,864.04**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	May. 26, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Jun. 25, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Deal ID	19472910		

Message from your Sales Rep

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

Regards,
Charles Anglin

Shipping Group

Shipping To

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

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	**$364.74**	**1**	**$364.74**
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**
Dell 27 Monitor - P2722H, 68.6cm (27")	**$308.04**	**3**	**$924.12**

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

Subtotal:	**$3,558.06**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$3,558.06**
Estimated Tax:	**$305.98**
Total:	**$3,864.04**

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

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	**$364.74**	**1**	**$364.74**

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

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

		Quantity	Subtotal
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**

Estimated delivery if purchased today:
Jul. 01, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3571 CTO	210-BDTJ	-	1	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	329-BGSE	-	1	-
NVIDIA T600, 4 GB, GDDR6	490-BHMO	-	1	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BGOO	-	1	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	1	-
16 GB, 1 x 16, 4800MHz, DDR5, Non-ECC SoDIMM	370-AGZI	-	1	-
M.2 2230 256 GB, PCIe x4 NVMe, Class 35 Solid State Drive	400-BNNC	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, Finger Print Reader, Smart card reader, NFC	346-BHZT	-	1	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6E (WiFi 802.11ax), Bluetooth 5.2	555-BHLT	-	1	-
6 cell, 97 WHr standard lifecycle battery	451-BCXJ	-	1	-
130W Type C Power Adapter	492-BDGH	-	1	-
Intel vPro Technology Disabled	631-ADIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-

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

Quick Setup Guide for Mobile Precision 3571	340-CZKO	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHOS	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Bottom cover	354-BBER	-	1	-
Packaging (DSC + 130W Adapter)	340-DBDC	-	1	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
BTO Standard Shipment (M)	800-BBGS	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	1	-

		Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	**$308.04**	**3**	**$924.12**

Estimated delivery if purchased today:
Jun. 03, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	3	-
Dell Limited Hardware Warranty	814-5380	-	3	-
Advanced Exchange Service, 3 Years	814-5381	-	3	-

Subtotal:	**$3,558.06**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$305.98**
Total:	**$3,864.04**

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Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Approving the purchase of One Mobile Precision 3561 or comparable model laptop, one Thunderbolt dock, and three 27-inch monitors for the Risk Management, Risk Coordinator Position from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Adam Morasch

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

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

Summary / Background Information

The Risk Management Department has requested to purchase one laptop, one dock, and three monitors for their new Risk Coordinator position. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Laptop, dock, and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: **$3,865 excluding WSST.**

Fund: **Approved Risk Management 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Mobile Precision laptop or comparable model laptop, one Thunderbolt dock, and three 27-inch monitors in an amount not to exceed $3,865 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE MOBILE PRECISION OR COMPARABLE MODEL LAPTOP, ONE THUNDERBOLT DOCK, AND THREE 27-INCH MONITORS FOR THE RISK MANAGEMENT DEPARTMENT, RISK COORDINATOR POSITION FROM DELL INC.

WHEREAS, the Risk Management Department has made a request to purchase one laptop, one dock, and three monitors for their new Risk Coordinator position; and

WHEREAS, Information Technology recommends purchasing one Mobile Precision or comparable model laptop, one Thunderbolt dock, and three 27-inch monitors from Dell Inc.; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one Mobile Precision or comparable model laptop, one Thunderbolt dock, and three 27-inch monitors for the Risk Management, Risk Coordinator position in an amount not to exceed $3,865 excluding Washington State Sales Tax; and

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

Dated this 7 day of June , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Risk Management

Prepared by: R. Heard

A quote for your consideration

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

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

Quote No.	**3000121247090.1**	Sales Rep	Charles Anglin
Total	**$3,864.04**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	May. 26, 2022	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Jun. 25, 2022		
Contract Name	Dell NASPO Computer Equipment PA - WA		
Contract Code	C000000010849		
Customer Agreement #	NASPO MNWNC-108/05815-003		
Deal ID	19472910		

Message from your Sales Rep

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

Regards,
Charles Anglin

Shipping Group

Shipping To

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

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	**$364.74**	**1**	**$364.74**
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**
Dell 27 Monitor - P2722H, 68.6cm (27")	**$308.04**	**3**	**$924.12**

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

Subtotal:	**$3,558.06**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$3,558.06**
Estimated Tax:	**$305.98**
Total:	**$3,864.04**

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Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	**$364.74**	**1**	**$364.74**

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

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

		Quantity	Subtotal
Mobile Precision 3571	**$2,269.20**	**1**	**$2,269.20**

Estimated delivery if purchased today:
Jul. 01, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3571 CTO	210-BDTJ	-	1	-
Intel Core i7-12800H vPro (24 MB cache, 14 cores, 20 threads, 2.40 GHz to 4.80 GHz, 45W)	379-BEUW	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Intel Core i7-12800H vPro with NVIDIA T600 4GB, GDDR6 graphics	329-BGSE	-	1	-
NVIDIA T600, 4 GB, GDDR6	490-BHMO	-	1	-
15.6" FHD 1920 x 1080, 60 Hz, 250 nit, non-touch, IR FHD Camera and Mic with WLAN + 4G WWAN	391-BGOO	-	1	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBJG	-	1	-
16 GB, 1 x 16, 4800MHz, DDR5, Non-ECC SoDIMM	370-AGZI	-	1	-
M.2 2230 256 GB, PCIe x4 NVMe, Class 35 Solid State Drive	400-BNNC	-	1	-
No Additional Hard Drive	401-AAGM	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Single Pointing, Finger Print Reader, Smart card reader, NFC	346-BHZT	-	1	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6E (WiFi 802.11ax), Bluetooth 5.2	555-BHLT	-	1	-
6 cell, 97 WHr standard lifecycle battery	451-BCXJ	-	1	-
130W Type C Power Adapter	492-BDGH	-	1	-
Intel vPro Technology Disabled	631-ADIE	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-

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Quick Setup Guide for Mobile Precision 3571	340-CZKO	-	1	-
Custom Configuration	817-BBBB	-	1	-
Wireless Intel AX211 WLAN Driver	555-BHOS	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Bottom cover	354-BBER	-	1	-
Packaging (DSC + 130W Adapter)	340-DBDC	-	1	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Optimizer for Precision	640-BBSC	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
No RAID	780-BBFE	-	1	-
BTO Standard Shipment (M)	800-BBGS	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-1069	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-1091	-	1	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-1137	-	1	-
ProSupport Plus: Next Business Day Onsite, 4 Years	997-6067	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	1	-

		Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	**$308.04**	**3**	**$924.12**

Estimated delivery if purchased today:
Jun. 03, 2022
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	3	-
Dell Limited Hardware Warranty	814-5380	-	3	-
Advanced Exchange Service, 3 Years	814-5381	-	3	-

Subtotal:	**$3,558.06**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$305.98**
Total:	**$3,864.04**

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

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

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

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

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

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

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

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 05/31/22 BC 06/07/22
Subject:	Sign Amendment No. 1 with DCYF/JRA Program Agreement 2163-22027 for Consolidated Juvenile Services
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

We received an Amendment No. 1 to Program Agreement 2163-22027 from the State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration (DCYF/JRA), regarding consolidated juvenile services. The original Program Agreement was approved via Benton County Resolution number 2021 617 and Franklin County Resolution number 2021 164.

The purpose of this amendment is to allow for Concrete Goods purchases and add Exhibit D and Exhibit E.

The term of this Program Agreement Amendment No.1 commences on June 1, 2022 and expires June 30, 2023.

Fiscal Impact

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

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Amendment No. 1 for Program Agreement 2163-22027.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AMENDMENT NO. 1 OF THE RESOLUTION FOR THE PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION

WHEREAS, Benton and Franklin Counties has a Program Agreement with Washington Department of Social and Health Services, Juvenile Rehabilitation Administration for Consolidated Juvenile Services via Benton County Resolution numbered 2021 617 and Franklin County Resolution numbered 2021 164 which is Program Agreement Number 2163-22027; and

WHEREAS, the current Resolution has the term of the agreement commencing July 1, 2021 and expiring June 30, 2023; and

WHEREAS, Karen McGovern, Grants and Contracts Manager for the Department of Social and Health Services has informed the Benton-Franklin Counties Juvenile Justice Center of the Amendment No. 1 to allow for Concrete Goods purchases, plus the addition of Exhibit D "Concrete Goods Guidance" and Exhibit E "Concrete Goods Reporting Template" to Program Agreement 2163-22027; and

WHEREAS, David Wheeler, Interim Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that Amendment No. 1 to the Program Agreement 2163-22027 between Washington State Department of Social Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing June 1, 2022 and terminating on June 30, 2023; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Interim Juvenile Administrator's recommendation and hereby approve Amendment No. 1 to the Program Agreement 2163-22027; and

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

BE IT FURTHER RESOLVED, the term of the Amendment No. 1 of the Program Agreement commences on June 1, 2022 and expires on June 30, 2023.

DATED this _____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners, Electronic (2): 1-DCYF, 1-Juvenile

R. Garcia

CONTRACT AMENDMENT
Consolidated Contract

DCYF CONTRACT NUMBER: 2163-22027

Amendment No. 01

This Contract Amendment is between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below.

Program Contract Number: Click here to enter text.
Contractor Contract Number

CONTRACTOR NAME: Benton County		CONTRACTOR doing business as (DBA):	
CONTRACTOR ADDRESS: 5605 W Canal Place Suite 106 Kennewick, WA 99336		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI): 035-000-971	DCYF INDEX NUMBER: 1122
CONTRACTOR CONTACT: Dave Wheeler	CONTRACTOR TELEPHONE: (509) 737-2745	CONTRACTOR FAX: ( ) -	CONTRACTOR E-MAIL ADDRESS: david.wheeler@co.benton.wa.us
DCYF ADMINISTRATION: Department of Children, Youth, and Families	DCYF DIVISION: Children, Youth and Families	DCYF CONTRACT CODE: 2072CS-63	
DCYF CONTACT NAME AND TITLE: Karena McGovern Contract Specialist	DCYF CONTACT ADDRESS: 1115 Washington St SE Olympia, WA 98504		
DCYF CONTACT TELEPHONE: (360)870-5727	DCYF CONTACT FAX: Click here to enter text.	DCYF CONTACT E-MAIL ADDRESS: karena.mcgovern@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	CFDA NUMBERS		
AMENDMENT START DATE 06/01/2022	**CONTRACT END DATE** 06/30/2023		
PRIOR MAXIMUM CONTRACT AMOUNT: $0.00	AMOUNT OF INCREASE OR DECREASE: $3,829.00	TOTAL MAXIMUM CONTRACT AMOUNT: $3,829.00	

REASON FOR AMENDMENT:
CHANGE OR CORRECT OTHER: SEE PAGE TWO

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:
☒ Additional Exhibits (specify): Exhibit D-Concrete Goods Guidance; Exhibit E-Concrete Goods Reporting Template

This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
David Wheeler	David Wheeler Interim Juvenile Court Administrator	5/24/2022
DCYF SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
Karena McGovern	Karena McGovern Contract Specialist	5/25/2022

This Contract between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor is hereby amended as follows:

1. **Purpose.** The purpose of this amendment is to increase Contract Consideration by $3,829 to allow for Concrete Goods purchases as instructed on Exhibit D and attach Exhibit E.

Concrete Goods Guidance-Exhibit D is included as follows:

2. **Exhibit D**

CONCRETE GOODS GUIDANCE
Benton County

1. Based on the allowable spending of state contracts, these funds for concrete goods must be spent by June 30, 2022. Concrete goods purchased by June 30, 2022 should be distributed no later than September 30, 2022.
2. Contractor will purchase and provide concrete goods to families for the purposes of supporting low-income families. Goods may be provided directly to families through non-profit partner organizations.
    a. Funds allocated in this Contract may be used for short-term supports, such as: diapers, car seats, cleaning supplies, hygiene supplies, school supplies, transportation costs (e.g. bus pass), short-term housing assistance, and grocery gift cards.
        i. In distributing gift cards, Contractor must make reasonable efforts to assure gift cards are not used for the purchase of items that are prohibited from being purchased.
            1. If available, Contractor will use gift cards that prohibit the purchase of alcohol, tobacco and firearms.
        ii. Contractor must track each gift card individually, including: retailer, amount, identification number or other unique identification, and client signature or electronic verification of receipt.
        iii. There is no max amount per family/youth. There is a max of $200 value per item. Provider can seek approval item of greater value than $200 – e.g. gas and grocery cards.
        iv. Appliances are not considered a concrete good.
    b. Funds allocated in this Contract may not be used to pay for alcohol, marijuana, tobacco, vaping supplies, firearms, or other weapons in any way. They also may not be used for utilities, extended housing, medical care, medical supplies, or other long-term supports.
3. The Contractor will maintain documentation for these concrete goods purchased by this funding source, including: how needs were identified for specific supplies, what specific supplies were purchased, and how many unduplicated families received these supplies.
4. Financial Reporting and Documentation
    a. Compensation is based on reimbursement for actual expenses incurred and approval of all invoices by DCYF. Contractor must attach back-up documentation to the billing that demonstrates the actual expenses incurred.
    b. Contractor will submit a properly completed A-19 Voucher, accompanied by the following documentation of the actual expenses incurred, as described below:
        i. Invoice documentation supporting payment for concrete goods, including quantity and cost of each type of good purchased.
        ii. If Contractor provides gift cards for concrete goods, a copy of the records

demonstrating both the purchase and distribution of gift cards have occurred in accordance with requirements in 2.a. (1)

5. 10% admin fee is authorized for concrete goods.
6. All concrete goods provided by this contract must be purchased by June 30, 2022. Any services after June 30, 2022 are not billable under the terms of this Contract. Exhibit E is due by October 31, 2022 in order to capture all the data for the completed program.

Concrete Goods Reporting Template-Exhibit E is included as follows:

3. **Exhibit E** will be provided electronically by the DCYF Program Administrator.

All other terms and conditions of this Contract remain in full force and effect.

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

5/25/22

David Wheeler, Interim Juvenile Court Administrator **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney 05/25/22 Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

_____ _____

Civil Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 05/24/22 BC 06/07/22
Subject:	60-Month Lease Agreement with Ricoh USA, Inc. for the Benton-Franklin Juvenile Justice Center
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

Per Benton County Resolution 2018 223 and Franklin County Resolution 2018 066 the Counties entered into a copier lease for three Canon IR Advanced 6555i multi-function copier/printer from Pacific Office Automation on March 12, 2018, and March 6, 2018, respectively for the Benton-Franklin Juvenile Justice Center. Since the current lease is ending March 12, 2023, Juvenile Justice Center has asked Information Technology to negotiate a new lease agreement with Ricoh USA, Inc. for multiple copiers. Ricoh USA, Inc. is an authorized vendor under Washington State Master Contract No. 06619, NASPO ValuePoint Copiers & Managed Print Services Contract No. 140602. The new equipment will be more secure, reliable and better quality compared to current equipment.

Fiscal Impact

Total amount not to exceed $127,687.54 over 60 months including WSST.

New proposed lease will consolidate current multiple copiers and printers in the Juvenile Justice Center.

Recommendation

Information Technology recommends that the Boards approve a 60-month lease agreement with Ricoh USA, Inc. for the Benton-Franklin Juvenile Justice Center.

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 A 60-MONTH LEASE AGREEMENT FOR MULTIPLE COPIERS FROM RICOH USA, INC. FOR THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, Benton County signed Resolution 2018 223 and Franklin County signed Resolution 2018 066 authorizing a lease agreement between Benton Franklin Counties Juvenile Justice Center and Pacific Office Automation for three Canon IR Advanced 6555i multi-function copier/printer machines; and

WHEREAS, the Benton Franklin Juvenile Justice Center has asked Information Technology to negotiate a new copier lease with Ricoh USA, Inc. for multiple copiers; and

WHEREAS, Ricoh USA, Inc. is an authorized vendor under Washington State Master Agreement No. 06619, NASPO ValuePoint Copiers & Managed Print Services Contract No. 140602; and

WHEREAS, the Benton County Information Technology Department recommends entering a 60-month lease option with Ricoh USA, Inc.; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-233, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services ("DES"); and

WHEREAS, the Purchasing Department has reviewed this lease and found it complies with Procurement, Leasing, and Contracting Policy; **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 attached Lease Agreement between Benton and Franklin Counties and Ricoh USA, Inc., utilizing Washington State Master Contract No. 06619, NASPO ValuePoint Copiers & Managed Print Services Contract No. 140602; and

BE IT FURTHER RESOLVED, said lease shall commence upon signature for 60 months at an amount not to exceed $1,959.60 per month, plus $0.0062 per black/white and $0.048 per color page excluding WSST for Ricoh copiers for the Juvenile Justice Center.

DATED this _____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

DocuSign Envelope ID: ACF2D7D8-28F3-46A8-A6C4-8F3DFDEA9BF4

LEASE AGREEMENT
Benton County, Washington

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

BC Resolution No. _____

FC Resolution No. _____

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

Vendor: Ricoh USA, Inc.
Vendor Code: w19074
Vendor Contact: Carrie Peniche
Vendor Contact Phone: 360.213.6105
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #06619; NASPO Copier & Managed Print Services Contract# 140602.

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement.

Ship To:	Bill To:
Benton County Juvenile Justice Center 5606 W Canal Dr, Suite 106 Kennewick, WA 99336	Benton County Information Technology PO Box 608 Prosser, WA 99350

Estimated Delivery Date: 6/31/2022

Line/Model	Description	Term	Unit Price	Total Lease Amount
1	Ricoh IM C4500, BRIDGE UNIT BU3090	60 Months	157.19	9,431.40
1a	FINISHER SR3260, CABINET TYPE F, ESP XG-PCS-15D	60 Months		-
2	Ricoh IM C4500 BRIDGE UNIT BU3090	60 Months	157.19	9,431.40
2a	FINISHER SR3260 CABINET TYPE F ESP XG-PCS-15D	60 Months		-
3	Ricoh IM C6000BRIDGE UNIT BU3090, LCIT RT3040	60 Months	240.34	14,420.40
3a	LCIT PB3290, FINISHER SR3260, ESP XG-PCS-15D	60 Months		-
4	Ricoh IM C4500 BRIDGE UNIT BU3090	60 Months	152.19	9,131.40
4a	FINISHER SR3260 CABINET TYPE F ESP XG-PCS-15D	60 Months		-
5	Ricoh IM C530FB, LCIT PB1190	60 Months	104.02	6,241.20
6	Ricoh IM C4500, INTERNAL FINISHER SR3250	60 Months	152.77	9,166.20
6a	CABINET TYPE F, ESP XG-PCS-15D	60 Months		-
7	Ricoh IM C530FB, LCIT PB1190	60 Months	104.02	6,241.20
8	Ricoh IM C530FB, LCIT PB1190	60 Months	104.02	6,241.20
9	Ricoh IM C300F, STANDARD CONFIGURATION	60 Months	48.87	2,932.20
10	Ricoh IM C4500, INTERNAL FINISHER SR3250	60 Months	151.69	9,101.40
10a	CABINET TYPE F, ESP XG-PCS-15D	60 Months		-
11	Ricoh IM C530FB, LCIT PB1190	60 Months	104.02	6,241.20
12	Nine (8) Streamline NX license $60.41/per month per machine	60 Months	483.28	28,996.80
12a	5years Maintenance & Support, Device License, Print License	60 Months		
12b	Scan/Capture License, Installation and Deployment	60 Months		
12c	Proxi-Card Reader	60 Months		
		monthly subttl	1,959.60	-
			HANDLING	-
			= SUB	117,576.00
			TOTAL =	10,111.54
			SALES TAX	127,687.54

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $1,959.60 excluding WSST plus B&W charges and Color charges per page, monthly at the rates provided herein payable by the County thirty (30) days upon receipt. Per page charge by model:
IM C4500 - B&W $0.0062 and Color $0.048 per page
IM C6000 - B&W $0.0061 and Color $0.048 per page
IM C530FB - B&W $0.0095 and Color $0.075 per page
IM C300 - B&W $0.0121 and Color $0.0632 per page

This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. #06619 NASPO Valuepoint Copiers & Managed Print Services Contract# 140602
2. This Lease Agreement

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept Contract: Robert Heard
Benton County Information Technology Title: Information Technology Manager

Address: 620 Market Street, Prosser, WA 99350

Phone: 509.786.5603
Fax: 509.786.5601

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.	

Approved as to Form (Civil Deputy Prosecutor): DocuSigned by: Eric Andrews B4F7073BB8A1488... 5/2/2022

(Lease Agreement - Ricoh USA Page 2)

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

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

Vendor Name (Print): Carrie Peniche Title: Carrie Peniche Date: 5/2/2022

Vendor Signature: Carrie Peniche

Chair
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

Chair
Franklin County
Board of Commissioners: _____ Date: _____

Member
Franklin County
Board of Commissioners: _____ Date: _____

Member
Franklin County
Board of Commissioners: _____ Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Early termination of professional services agreement with Elisa Riley
Presenter:	n/a
Prepared By:	Eric Hsu
Reviewed By:	Denise Gerry

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

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

Summary / Background Information

Benton County currently contracts with attorney Elisa Riley ("Attorney") for public defense services in Benton County District Court (executed through Resolution #2020-888). The agreement provides that either party may terminate the contract early, with or without cause, simply by written notice with a requisite notice period.

Attorney has provided such notice of early termination, by way of a written notice dated April 26, 2022. The proposed resolution acknowledges this notice and sets August 24, 2022 as the final effective date of the early termination, pursuant to the provisions of the agreement.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the early agreement termination notice tendered by attorney Elisa Riley on April 26, 2022 and sets August 24, 2022 as the final effective date of the termination.

Suggested Motion

Approve with Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE EARLY TERMINATION NOTICE OF ATTORNEY ELISA RILEY, AN ATTORNEY HOLDING A PROFESSIONAL SERVICES AGREEMENT IN BENTON COUNTY DISTRICT COURT

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

WHEREAS, attorney Elisa Riley ("Attorney") has been providing public defense services in Benton County District Court pursuant to a professional services agreement with Benton County; and

WHEREAS, the said professional services agreement provides for either party to provide notice of early agreement termination; and

WHEREAS, Attorney has, in fact, provided notice of early agreement termination in a notice dated April 26, 2022 (attached as Exhibit "A"); and

WHEREAS, pursuant to Attorney's professional services agreement, the notice, as provided, will result in a final effective date of August 24, 2022, with certain post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in said professional services agreement; **NOW, THEREFORE**

BE IT RESOLVED that the District Court professional services agreement with attorney Elisa Riley, executed by and through Resolution #2020-888, is hereby terminated at the request of Attorney, pursuant to Attorney's Notice of Early Termination dated April 26, 2022 with a final effective termination date of August 24, 2022 and with post-notice and post-effective date appointment eligibility and continuing case responsibility as detailed in attorney Elisa Riley's professional services agreement.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Elisa Riley
Copy – Auditor, S Godinez

E. Hsu

Exhibit "A"

Denise Gerry

From: Eric Hsu
Sent: Tuesday, April 26, 2022 1:20 PM
To: Denise Gerry
Cc: Michael Vander Sys; Denise Gerry
Subject: Fw: [EXTERNAL] Elisa Riley BCDC Contract

FYI.

I will start the Tallyfy workflow for exiting contractors. We need to find someone else ASAP.

From: Elisa V. Riley at Saxton Riley & Riley <eriley@saxtonriley.com>
Sent: Tuesday, April 26, 2022 10:57 AM
To: Eric Hsu <Eric.Hsu@co.benton.wa.us>
Subject: [EXTERNAL] Elisa Riley BCDC Contract

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Eric-

As discussed during our call this morning, I am submitting 90 days notice to end my contract for defense services with the Benton County Office of Public Defense effective April 30, 2022.

I have appreciated the opportunity to work with you and the Benton County Office of Public Defense.

Sincerely,

Elisa Riley

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 07, 2022
Subject:	Agreement with City of Prosser for revision of corporate boundary
Presenter:	
Prepared By:	Douglas D'Hondt
Reviewed By:	

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

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

Summary / Background Information

Benton County holds several rights of way that abut the City of Prosser corporate limits. Recently the City approached the County about upcoming developments adjacent to the city limits. The City desires to implement its roadway development standards for certain roadways. The City standards typically include curbs, gutter, sidewalks and street lighting which are undesirable to the County from a maintenance perspective.

The County and the City desire to utilize their authority under RCW 35A.21.210 to transfer ownership of the subject roadways into the City of Prosser. This permits the City to enforce its development standard for the roadway and removes the maintenance burden from the County.

An agreement is required to initiate the process. Once the County resolution is approved, the subject roadways for annexation will by approved by City Ordinance.

Exhibit "B" – City of Prosser Ordinance and Exhibit "C" – Benton County Resolution are included in the packet but are placeholders until the Agreement is approved.

Two copies of the agreement are attached for signature.

Fiscal Impact

Certain portions of roadway will be removed from the Benton County Road system. This will reduce the maintenance burden on the County but will also reduce the County's proportion of state motor vehicle fuel taxes as it is partially based on road miles. The reduction in fuel tax revenue will be insignificant and outweighed by the reduction in maintenance costs. There are no taxable parcels being transferred under this agreement.

Recommendation

Staff recommends the Board approve the agreement beginning the process to revise the corporate boundary between the City of Prosser and Benton County.

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING AN AGREEMENT WITH THE CITY OF PROSSER CONCERNING A REVISION OF THE CITY OF PROSSER'S CORPORATE BOUNDARY

WHEREAS, RCW 35A.21.210 authorizes cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way by substituting therefor a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, Benton County owns right of way at North River Road, Albro Road, Hoisington Road and Wine Country Road, the edges of which abut the City limits of the City of Prosser; and

WHEREAS, the City of Prosser desires to own these rights of way and Benton County desires to transfer these rights of way to the City of Prosser; and

WHEREAS, the City of Prosser and Benton County have the authority to enter into this agreement pursuant to RCW 35A.21.210; **NOW, THEREFORE,**

BE IT RESOLVED that the Agreement with the City of Prosser – County of Benton Revision of Corporate Boundary be approved and the Chairman of the Board of Benton County Commissioners is authorized to sign said agreement.

Dated this 7th day of June 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works
Legal

D. D'Hondt

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 22-1702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER APPROVING INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY REGARDING FOR THE REVISION OF THE CORPORATE BOUNDARY OF THE CITY OF PROSSER.

BE IT RESOLVED, by the City Council of the City of Prosser that it is the desire of the City Council that:

1. The Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated herein as if fully set forth is hereby approved and the Mayor is authorized to execute the agreement in duplicate originals.
2. Once fully executed the City Clerk shall list the agreement on the City's website as outlined in RCW 39.34.040.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 26th day of April, 2022.

MAYOR RANDY TAYLOR

ATTEST:

RACHEL SHAW, CITY CLERK

CITY OF PROSSER, WASHINGTON Incorporated 1899 Official Seal

APPROVED AS TO FORM:

HOWARD SAXTON, CITY ATTORNEY

INTERLOCAL AGREEMENT
CITY OF PROSSER ----- COUNTY OF BENTON
REVISION OF CORPORATE BOUNDARY

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, Benton County (hereafter County) owns a right of way the edge of which abuts the City limits of the City of Prosser (City) which is legally described on exhibit "A" attached hereto and incorporated herein by reference (hereafter right of way); and

WHEREAS, the City desires to own the right of way and the County desires to transfer the right of way to City; and

WHEREAS, the City and the County have the authority to enter into this agreement pursuant to Chapter 39.34 RCW and 35A.21.210 RCW;

NOW THEREFORE, City and County agree as follows:

1. City shall pass an Ordinance in substantially the form attached hereto as exhibit "B" revising the City's corporate boundary by authority of this agreement to include the property described on exhibit "A".

2. County shall pass a Resolution substantially in the form attached hereto as exhibit "C" approving the City's Ordinance revising its corporate limits to include the properties listed on exhibit "A".

3. The revision of the City's corporate boundary will not become effective until the County's Resolution is passed by the Benton County Commissioners.

4. The Mayor of City and the County Engineer of County are jointly designated as responsible for implementing and administering this agreement.

5. The City and County will not acquire any joint property pursuant to this agreement.

6. The purpose of this agreement is to include right of way currently in Benton County within the jurisdictional limits of the City of Prosser.

7. Should a dispute arise regarding this agreement, the parties hereto shall first meet and

attempt in good faith to resolve their differences. In the event that is unsuccessful, then the parties shall submit this matter to binding arbitration in accordance with the rules of the American Arbitration Association.

8. This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement is executed in duplicate originals. One original shall go to each party. The City shall record this agreement with the Benton County Auditor after it has been approved by City and County.

DATED:

COUNTY BY:

CHAIR OF THE BENTON COUNTY BOARD OF COMMISSIONERS

CITY BY:

RANDY TAYLOR, MAYOR

ATTEST:

CLERK OF THE BOARD

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:

DEPUTY PROSECUTING ATTORNEY

APPROVED AS TO FORM:

HOWARD SAXTON, CITY ATTORNEY

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EXHIBIT "A"

DESCRIPTION OF RIGHT OF WAY TO BE ANNEXED

Area 1:

All of North River Road Right-of-way located between 1396 PR SW and Moore Road.

Area 2:

All of Albro Road Right-of-Way between Old Inland Empire Highway and Wine Country Road not currently in the City limits. Together with the Wine County Road and Albro Road intersection. Also together with the Old Inland Empire Highway and Albro Road intersection.

Area 3:

All of Hoisington Road Right-Of-Way located between Wine Country Road and the Easterly boundary of Lot 2, Short Plat 3698, recorded on June 11, 2021, under Auditor's file 2021-027832, records of Benton County, Washington. Together with the Wine Country Road and Hoisington Road intersection.

Area 4:

All of Wine Country Road Right-of-Way located between the Albro Road Intersection and Hoisington Road intersection.

EXHIBIT "B"

CITY OF PROSSER, WASHINGTON

ORDINANCE NO.

AN ORDINANCE REVISING THE CORPORATE BOUNDARY OF THE CITY OF PROSSER TO INCLUDE A PORTION OF THE FOLLOWING STREETS: NORTH RIVER ROAD, ALBRO ROAD, ALBRO ROAD/WINE COUNTRY ROAD INTERSECTION, ALBRO ROAD/OLD INLAND EMPIRE HIGHWAY INTERSECTION, HOISINGTON ROAD, HOISINGTON ROAD/WINE COUNTRY ROAD INTERSECTION, AND WINE COUNTRY ROAD. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Recitals

WHEREAS, The City of Prosser and the County of Benton have entered into an Interlocal Agreement for the revision of the corporate boundary of the City of Prosser (hereinafter Interlocal Agreement); and

AND WHEREAS, the City of Prosser must pass an Ordinance to revise its corporate limits in compliance with the Interlocal Agreement; and

WHEREAS, this action is exempt from review under the State Environmental Policy Act (RCW 43.21C.222); and

WHEREAS, the revision of the corporate boundary of the City of Prosser to include the property described below is consistent with the City's Comprehensive Plan since the adjusted area is within the City's Urban Growth Area and inclusion of the roadway within the City Limits will foster economic growth in the City.

Section 2. The corporate limits of the City of Prosser are hereby revised to include the following described real property which consists of roadway and road right-of-way:

Area 1:

All of North River Road Right-of-way located between 1396 PR SW and Moore Road.

Area 2:

All of Albro Road Right-of-Way between Old Inland Empire Highway and Wine Country Road not currently in the City limits. Together with the Wine County Road and Albro Road intersection. Also together with the Old Inland Empire Highway and Albro Road intersection.

Area 3:

All of Hoisington Road Right-Of-Way located between Wine Country Road and the Easterly boundary of Lot 2, Short Plat 3698, recorded on June 11, 2021, under Auditor's file 2021-027832, records of Benton County, Washington. Together with the Wine Country Road and Hoisington Road intersection.

Area 4:

All of Wine Country Road Right-of-Way located between the Albro Road Intersection and Hoisington Road intersection.

Section 3. All property within the revised corporate boundary shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation and be further subject to the indebtedness of the City of Prosser.

Section 4. From and after the effective date of this ordinance, the above described property shall be subject to all of the laws and ordinances then and thereafter in force and effect of the City of Prosser.

Section 5. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its

application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

Section 6. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and **APPROVED** by the Mayor, this _____day of _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK, RACHEL SHAW

Approved as to form:

_____
CITY ATTORNEY, HOWARD SAXTON

Date of Publication: _____

SUMMARY OF ORDINANCE NO. 22-_____

of the City of Prosser, Washington

On the ____ day of _____, 2022, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE REVISING THE CORPORATE BOUNDARY OF THE CITY OF PROSSER TO INCLUDE A PORTION OF THE FOLLOWING STREETS: NORTH RIVER ROAD, ALBRO ROAD, ALBRO ROAD/WINE COUNTRY ROAD INTERSECTION, ALBRO ROAD/OLD INLAND EMPIRE HIGHWAY INTERSECTION, HOISINGTON ROAD, HOISINGTON ROAD/WINE COUNTRY ROAD INTERSECTION, AND WINE COUNTRY ROAD,. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this _____ day of _____, 2022

_____
CITY CLERK, RACHEL SHAW

Date of Publication: _____

EXHIBIT "C"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: INTERLOCAL AGREEMENT, CITY OF PROSSER - COUNTY OF BENTON, REVISION OF CORPORATE BOUNDARY

WHEREAS, Benton County is the owner of right of way adjacent to the City of Prosser commonly known as a portion of North River Road and Albro Road, and

WHEREAS, an Interlocal Agreement is recommended by the Director of Public Works and has been Approved as to form by the Prosecuting Attorney's Office,

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Agreement, City of Prosser - County of Benton, Revision of Corporate Boundary be approved and the Chairman of the Board of County Commissioners is hereby authorized to sign said Agreement on behalf of Benton County.

Be it further resolved that the City of Prosser's Ordinance Number 22-_____ is hereby approved and the corporate boundary of the City of Prosser is revised to include the real property described as follows:

Area 1:

All of North River Road Right-of-way located between 1396 PR SW and Moore Road.

Area 2:

All of Albro Road Right-of-Way between Old Inland Empire Highway and Wine Country Road not currently in the City limits. Together with the Wine County Road and Albro Road intersection. Also together with the Old Inland Empire Highway and Albro Road intersection.

Area 3:

All of Hoisington Road Right-Of-Way located between Wine Country Road and the Easterly boundary of Lot 2, Short Plat 3698, recorded on June 11, 2021, under Auditor's file 2021-027832, records of Benton County, Washington. Together with the Wine Country Road and Hoisington Road intersection.

Area 4:

All of Wine Country Road Right-of-Way located between the Albro Road Intersection and Hoisington Road intersection.

Dated this ____ Day of _____, 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest:_____
Clerk of the Board

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Execute contract with American Rock Products for C.E. 2101 CRP – Plymouth Road Pavement Overlay
Presenter:	
Prepared By:	D. Hope
Reviewed By:	D. D'Hondt and Purchasing

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

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

Summary / Background Information

By Resolution 2022-355 dated May 17, 2022, an award was made to American Rock Products for the C.E. 2101 CRP – Plymouth Road Pavement Overlay project. As directed a contract has been prepared, reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by American Rock Products.

Fiscal Impact

Amount: $1,266,655.04

Fund: Road Fund (0101101)

100% of the project costs (up to $1,779,100.00) will be reimbursed by a Federal Surface Transportation Program-Rural (STPR) grant through WSDOT Local Programs.

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with American Rock Products for C.E. 2101 CRP – Plymouth Road Pavement Overly project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH AMERICAN ROCK PRODUCTS OF WAPATO, WASHINGTON FOR C.E. 2101 CRP – PLYMOUTH ROAD PAVEMENT OVERLAY

WHEREAS, by Resolution 2022-335 dated May 17, 2022, an award was made to American Rock Products, Wapato, Washington and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of $1,266,655.04 has been executed by American Rock Products; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded May 17, 2022 to American Rock Products, in the amount of $1,266,655.04 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2021-233 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with C.E. 2101 CRP – Plymouth Road Pavement Overlay project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the C.E. 2101 CRP – Plymouth Road Pavement Overlay project shall be completed in its entirety within twenty (20) working days as described in the contract documents.

Dated this 7th day of June, 2022.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works D. Hope
cc: Auditor, PA, Procurement, American Rock

CONTRACT

THIS CONTRACT, made and entered into this 7 day of June, 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 **AMERICAN ROCK PRODUCTS**, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, **C.E 2101 CRP – PLYMOUTH ROAD PAVEMENT OVERLAY PROJECT**," 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 **$1,266,655.04**, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:
American Rock Products:

Signed

Construction Manager
Title

5-25-2022
Date

INTERSTATE CONCRETE AND ASPHALT COMPANY
CORPORATE SEAL
1976
IDAHO

COUNTY OF BENTON

Shon Small, Chairman, Board of Commissioners

Attest:
Clerk of the Board

Date:

APPROVED AS TO FORM:

Reid Hay, Benton County Deputy Prosecuting Attorney

Date: 5/19/22

PUBLIC WORKS PERFORMANCE BOND

to BENTON COUNTY, WA

Bond No. 9405555

Benton County, Washington (County) has awarded to **AMERICAN ROCK PRODUCTS** (Principal), a contract for the construction of the project designated as **PLYMOUTH ROAD PAVEMENT OVERLAY PROJECT - C.E. 2101,** in Benton County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and Fidelity and Deposit Company of Maryland (Surety), a corporation, organized under the laws of the State of Illinois and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of one million two hundred sixty six thousand six hundred fifty five dollars and 04/100 US Dollars (**$1,266,655.04**) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL Interstate Concrete and Asphalt Company dba American Rock Products	SURETY Fidelity and Deposit Company of Maryland
Principal Signature	Surety Signature
5-25-2022 Date	Date
Jeffrey Kyle Hopkins Printed Name	Linda Nipper Printed Name
Construction Manager Title	Attorney-in-Fact Title

INTERSTATE CONCRETE AND ASPHALT COMPANY CORPORATE SEAL 1976 IDAHO

Name, address, and telephone of local office/agent of Surety Company is:

Marsh USA Inc.
15 W South Temple Ste 700
Salt Lake City, UT 84101
801-533-3629

PUBLIC WORKS PAYMENT BOND

to BENTON COUNTY, WA

Bond No. 9405555

Benton County, Washington (County) has awarded to **AMERICAN ROCK PRODUCTS** (Principal), a contract for the construction of the project designated as **PLYMOUTH ROAD PAVEMENT OVERLAY PROJECT - C.E. 2101,** in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and Fidelity and Deposit Company of Maryland (Surety), a corporation, organized under the laws of the State of Illinois and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of One Million Two Hundred and Sixty Six Thousand Six hundred and fifty five dollars and 04/100 US Dollars (**$1,266,655.04**) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL Interstate Concrete and Asphalt Company dba American Rock Products	SURETY Fidelity and Deposit Company of Maryland
Principal Signature	Date: 5-25-2022
Surety Signature	Date
Printed Name: Jeffrey Kyle Hopkins	Printed Name: Linda Nipper
Title: Construction Manager	Title: Attorney-in-Fact

INTERSTATE CONCRETE AND ASPHALT COMPANY CORPORATE SEAL 1976 IDAHO

Name, address, and telephone of local office/agent of Surety Company is:

Marsh USA Inc.
15 W South Temple Ste 700
Salt Lake City, UT 84101
801-533-3629

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Linda Nipper, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7th, 2022
Subject:	Approval of Construction plans for Mammoth Acres Subdivision
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

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

Type of Agenda Item:

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

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

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

Summary / Background Information

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

Rob Duncan with R3T Ventues has submitted plans which have been approved by the Benton County Engineer. The plans are now being submitted to the Board of Benton County Commissioners, and the corresponding resolution authorizes the Chairman to sign the construction plans for Mammoth Acres, with a road named Road "A" (to be renamed before final plat approval).
Upon completion of this project said road is to have a speed limit of 25 mph.

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

* Note: Original signature sheet will be brought to commissioners meeting to be signed.

Fiscal Impact

N/A

Recommendation

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

Suggested Motion

Approve as part of consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

APPROVAL OF CONSTRUCTION PLANS AND SETTING OF SPEED LIMIT FOR ROAD "A" AS PART OF MAMMOTH ACRES SUBDIVISION

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

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

WHEREAS, the County recommends placing a 25 mph speed limit on Road "A" (to be named before final plat approval); and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW, THEREFORE,**

BE IT RESOLVED that the construction plans for Mammoth Acres be approved and that the Chairman is authorized to sign said construction plans; and

BE IT FURTHER RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 mph on the following roadways:

Road "A" – From Clodfelter Road to end of road

Dated this 7th day of June 2022.

_____
Chairman

_____
Chairman Pro-Tern

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

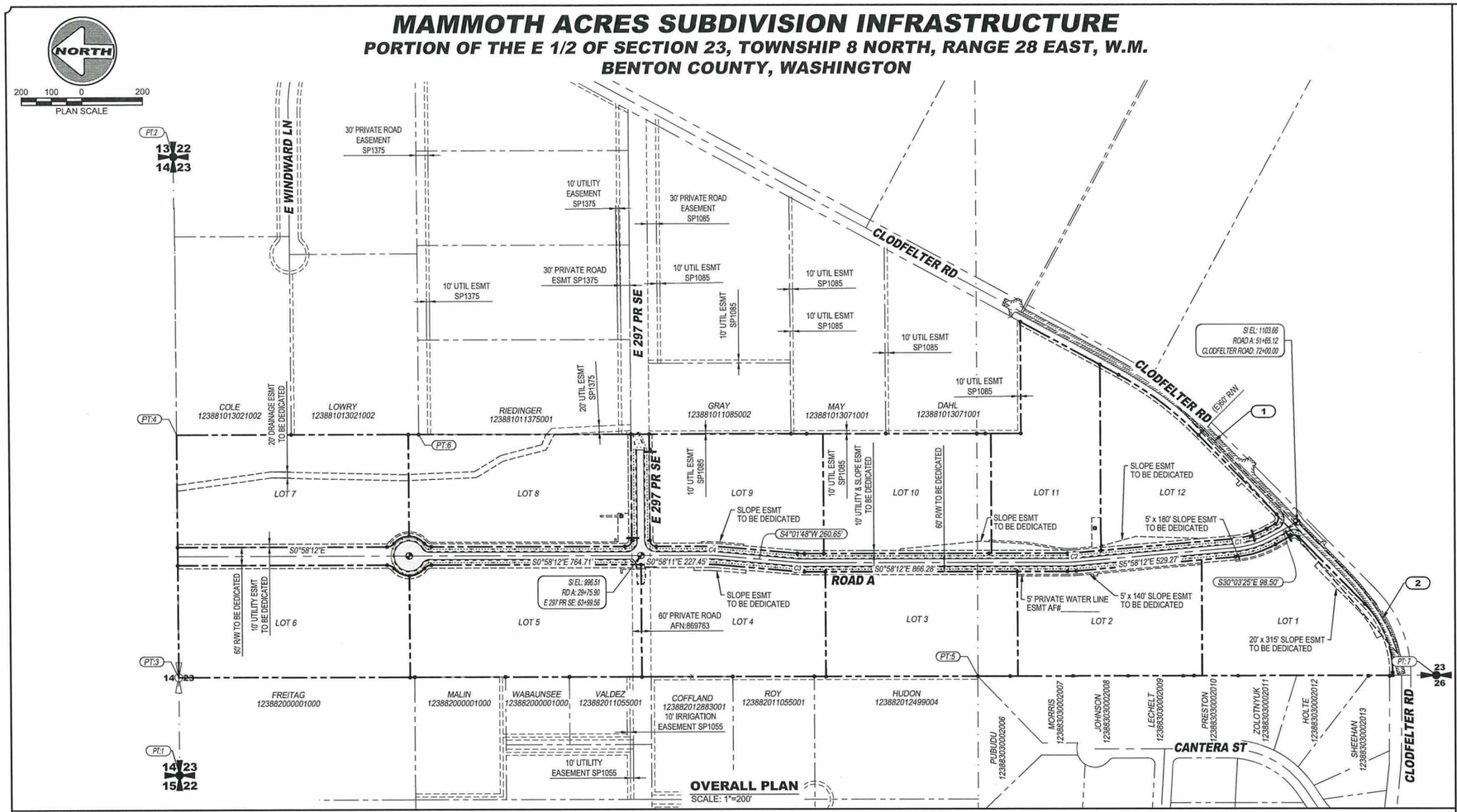
C. Woods

DocuSign Envelope ID: 88118569-F6FC-4086-A737-19416D24824F

MAMMOTH ACRES SUBDIVISION INFRASTRUCTURE

PORTION OF THE E 1/2 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.

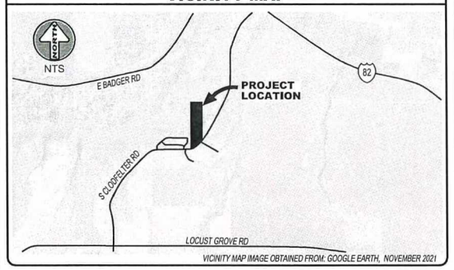
BENTON COUNTY, WASHINGTON



OVERALL PLAN

SCALE: 1"=200'

VICINITY MAP



VICINITY MAP IMAGE OBTAINED FROM: GOOGLE EARTH, NOVEMBER 2021

SURVEYOR

PERMIT SURVEYING
ASHLEY GARZA 509-375-4123
2245 ROBERTSON DRIVE
RICHLAND, WA 99354

DATUM - BENCHMARK

HORIZONTAL DATUM:
NAD83 WSPCS, SOUTH ZONE
VERTICAL DATUM: NAVD88
BENCHMARK: PT 7: SECTION 23 & 26 QUARTER CORNER, EL=1108.02

REFERENCE MATERIALS

1. TOPOGRAPHIC SURVEY, REFERENCE#20157, DATED 04-25-2021, PERMIT SURVEYING INC.
2. BENTON COUNTY STANDARD DETAILS.
3. EXISTING UTILITY LOCATION INFORMATION:
   3.1. POWER MAP, RECEIVED 10-7-2021, BPUD
   3.2. CABLE MAP, RECEIVED 10-7-2021, CHARTER
   3.3. GAS MAP, RECEIVED 10-6-2021, CASCADE NATURAL GAS COMPANY
   3.4. GAS MAP, RECEIVED 10-7-2021, WILLIAMS GAS COMPANY
   3.5. FIBER OPTIC MAP, RECEIVED 10-7-2021, ZIPLY FIBER
   3.5. FIBER OPTIC MAP, RECEIVED 10-7-2021, NOANET
4. GEOTECHNICAL REPORT, REFERENCE#21-130, DATED 06-28-2021, BAER TESTING

DRAWING INDEX

C1.0 COVER SHEET / OVERALL PLAN
C1.1 OVERALL GRADING & EROSION CONTROL PLAN
C1.2 OVERALL UTILITY PLAN
C2.1 ROAD A PLAN AND PROFILE 14+00 TO 20+87
C2.2 ROAD A PLAN AND PROFILE 20+87 TO 27+74
C2.3 ROAD A PLAN AND PROFILE 27+74 TO 34+61
C2.4 ROAD A PLAN AND PROFILE 34+61 TO 41+49
C2.5 ROAD A PLAN AND PROFILE 41+49 TO 48+39
C2.6 ROAD A PLAN AND PROFILE 48+39 TO 52+00
C2.7 ROAD A SECTIONS / CULVERT PROFILES
C3.1 E 297 PR SE PLAN AND PROFILE 60+00 TO 68+00
C3.2 E 297 PR SECTION DETAIL AND POWER EXTENSION
C4.0 NOTES AND DETAILS

UTILITY CONTACT INFORMATION

POWER: BENTON PUD, TINA GLINES, 509-581-1241
PO BOX 6720, 2721 W 10TH AVE, KENNEWICK, WA 99336

FIBER OPTIC: NOANET, DAN WICKERSHAM 509-460-1717,

CABLE: SPECTRUM COMMUNICATIONS, RYAN SAMS 509-222-8755
639 N KELLOGG ST, KENNEWICK, WA 99336

GAS: CASCADE NATURAL GAS, WALTER ALLAN NELSON 509-736-5568
200 N UNION ST, KENNEWICK, WA 99336

IRRIGATION: KENNEWICK IRRIGATION DISTRICT, DANIEL TISSELL 509-586-9111
2015 S ELY ST, KENNEWICK, WA 99336

TELEPHONE: ZIPLY FIBER, CHRISTY ROSS 509-736-3723
4916 W CLEARWATER AVE, KENNEWICK, WA 99336

ROADS: BENTON COUNTY PUBLIC WORKS DEPARTMENT,
CHRISTINA WOOD 509-786-5611
102206 WISER PKWY, KENNEWICK, WA 99338

LEGEND

DESCRIPTION	EXISTING	PROPOSED
CENTER LINE		
EASEMENT		
PHASE LINE		
PROPERTY LINE		
RIGHT OF WAY		
SECTION LINE		
CONTOUR MAJOR	400	400
CONTOUR MINOR	399	399
PAVEMENT		
CONCRETE		
GRAVEL EDGE		
GRADE BREAK		
DITCH		
CABLE	CT	CT
GAS	G	G
IRRIGATION	IR	IR
JOINT TRENCH	JT	JT
POWER OVERHEAD	OH	OH
POWER BURIED	P	P
ROOF DRAIN	RD	RD
SEWER	S	S
STORM	SD	SD
STORM INFILTRATION		
TELEPHONE	T	T
WATER	W	W
FENCE	X	XX
SILT FENCE		
LANDSCAPING		

POWER / LIGHTING

	EXISTING	PROPOSED
DISCONNECT	D	D
JUNCTION BOX	J	J
PULL BOX / HAND HOLE	PB, H	PB, H
METER	M	M
TRANSFORMER	T	T
VAULT	PV	PV
UTILITY POLE		
PARKING LOT LIGHT		
STREET LIGHT		

DESCRIPTION	EXISTING	PROPOSED
COMMUNICATIONS		
TELEPHONE RISER	T	T
TELEPHONE VAULT	MT, TV	TF, TV
CABLE/FIBER RISER	CR, FR	CR, FR
GAS		
GAS METER	G	G
VALVE - GAS	G	G
WATER / IRRIGATION		
BENDS		
BLOW-OFF		
CAP	C	C
COUPLER		
CROSS		
REDUCER		
TEE		
THRUST BLOCK		
VALVE - BUTTERFLY		
VALVE - CHECK		
VALVE - GATE		
POST INDICATOR		
IRRIGATION SERVICE	IR	IR
WATER METER		
FIRE HYDRANT		
FIRE DEPT CONN		
DCVA	DCVA	DCVA
RPBA	RPBA	RPBA
SEWER / STORM		
CLEANOUT		
CATCH BASIN		
MANHOLE - SEWER	S	S
MANHOLE - STORM	SD	SD
DRYWELL - STORM		
MISCELLANEOUS		
BENCH MARK		
MAIL BOX		
MONUMENT (IN CASE)		
SIGN		

ABBREVIATIONS

AP	ANGLE POINT
BM	BENCHMARK
CL	CENTERLINE
C	CURVE
CB	CATCH BASIN
CDS	CUL-DE-SAC
CF	CUBIC FEET
CO	CLEANOUT
CONN	CONNECTION
CONT	CONTINUOUS
CSBC	CRUSHED SURFACE BASE COURSE
CSTC	CRUSHED SURFACE TOP COURSE
CY	CUBIC YARD
DCVA	DOUBLE CHECK VALVE ASSEMBLY
DI	DUCTILE IRON
DTL	DETAIL
DWG	DRAWING
E, EXST	EAST, EXISTING
EG	EXISTING GRADE
EL	ELEVATION
ESMT	EASEMENT
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FIP	FEMALE IRON PIPE
FL	FLOW LINE / FLANGE(D)
FND	FOUND (SURVEY RELATED)
FT	FEET
GB	GRADE BREAK
H, HORZ	HORIZONTAL
HMA	HOT MIXED ASPHALT
HP	HIGH POINT
IE, INV	INVERT ELEVATION
IF	IRRIGATION FITTING
IR	IRRIGATION
L	LEFT / LENGTH
LF	LINEAL FEET
MAX	MAXIMUM
ME	MATCH EXISTING
MH	MANHOLE
MIN	MINIMUM
MIP	MALE IRON PIPE
MJ	MECHANICAL JOINT
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
N	NORTH, NEW
NST	NO STEEPER THAN
OC	ON CENTER
P, PWR	POWER
PC	POINT OF CURVATURE INTERSECT
PE	POLYETHYLENE
PL	PROPERTY LINE
PT	POINT NUMBER, POINT OF TANGENCY
R	RADIUS, RIGHT
RP	RADIUS POINT
RPBA	REDUCED PRESSURE BACKFLOW ASSEMBLY
R / W	RIGHT OF WAY
S	SOUTH, SEWER, SLOPE
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FEET
SI	STREET OR STATION INTERSECTION
SL	STREET LIGHT
SPEC	SPECIFICATION
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
S / W	SIDEWALK
TA	TOP OF ASPHALT
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCHMARK
TC	TOP OF CONCRETE
TG	TOP OF GRAVEL
TEL	TELEPHONE
TYP	TYPICAL
UIC	UNDERGROUND INJECTION CONTROL
UTIL	UTILITY
V, VERT	VERTICAL
W, WTR	WEST, WATER
WF	WATER FITTING
WM	WATER METER
WSPCS	WASHINGTON STATE PLANE COORDINATE SYSTEM

CURVE DATA

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA	TANGENT
C1	126.12'	300.00'	125.19'	S18°00'49"E	24°05'14"	64.01'
C2	26.18'	300.00'	26.17'	S03°28'12"E	5°00'00"	13.10'
C3	26.18'	300.00'	26.17'	S01°31'48"W	5°00'00"	13.10'
C4	26.18'	300.00'	26.17'	S01°31'48"W	5°00'00"	13.10'

PROJECT POINTS

PT #	DESCRIPTION	NORTHING	EASTING
1	FND 3" BC WSRS 1921	308,267.91	1,948,149.10
2	FND 1" IRON PIPE	308,369.12	1,953,546.07
3	FND 1" IRON PIPE	308,318.46	1,950,847.48
4	FND 1" IRON PIPE	308,333.35	1,951,646.97
5	FND 1" IRON PIPE	305,680.20	1,950,891.83
6	FIR 1/2"	307,533.51	1,951,660.37
7	FND 1.5" PINCH PIPE	303,045.62	1,950,939.20

IDENTIFIERS

A = DETAIL NUMBER
B = SHEET REFERENCE
1 KEY NOTE
WATER FITTING TAG
IRRIGATION FITTING TAG
SIGN TAG

KEY NOTES

1. 550' SIGHT DISTANCE LENGTH PROVIDED. EXCEEDS MINIMUM REQUIRED PER AASHTO GDHS-7.
2. 545' SIGHT DISTANCE LENGTH PROVIDED. EXCEEDS MINIMUM REQUIRED PER AASHTO GDHS-7. GRADING IS REQUIRED, SEE DETAIL 3 ON PAGE C4 FOR EXHIBIT.

CUT - FILL QUANTITIES

CUT:	12,495	CY
FILL:	5,666	CY
NET (CUT):	6,829	CY

NOTE: CUT / FILL QUANTITIES ARE APPROXIMATE AND CALCULATED TO TOP OF FINISHED GRADE.

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS:
APPROVED _____ DATE _____
CLERK OF THE BOARD:
APPROVED _____ DATE _____

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING

UTILITY SIGNATURES

POWER - BENTON PUD	**TELEPHONE** - ZIPLY FIBER
Tina Glines 5/12/2022	Katherine Cidy 5/17/2022
GAS - CASCADE NATURAL GAS (CNG)	~~**IRRIGATION** - KENNEWICK IRRIGATION DISTRICT (KID)~~
Nelson, Walter A. 5/13/2022	
CABLE - SPECTRUM COMMUNICATIONS	**FIBER OPTIC** - NOANET
Ryan Sams 5/13/2022	Wickersham, Dan 5/17/2022

SUB-2021-004

COUNTY ENGINEER APPROVAL
SIGNATURE / DATE 05/19/22

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HARMS ENGINEERING, INC.
1602 W Sylvester Street, Pasco WA 99301 | 509.547.2679 | HarmsEngineering.com

Designed By: J FROELICH
Drawn By: D POOK / D CANCINO
File Name: P:\2021\21-058.2 R3T Mammoth Acres Subdivision 13 Yr\
Project Date: May 12, 2022, 11:53:29 AM
File Name: P:\2021\21-058.2 R3T Mammoth Acres Subdivision\Dwgs

By	Date	Description	Rev
JCF	5-04-2022	REVIEW COMMENT RESPONSE	C
DLP	4-07-2022	REVIEW COMMENT RESPONSE	B
DLP	4-20-2022	REVIEW COMMENT RESPONSE	A

Drawing Name
MAMMOTH ACRES SUBDVISION
COVER SHEET / OVERALL PLAN
CLODFELTER ROAD, BENTON COUNTY, WA
SEC T23 T08N R28E WM

Client/Project Information
R3T VENTURES
ROB DUNCAN (403)-795-5101
2410 N 4TH AVE., PASCO, WA 99301

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JASON C. FROELICH — STATE OF WASHINGTON — 21022285 — REGISTERED PROFESSIONAL ENGINEER — 5/11/2022

Date 05-11-2022
Project Number 21-058.2
Sheet Number C1.0
ANSI D

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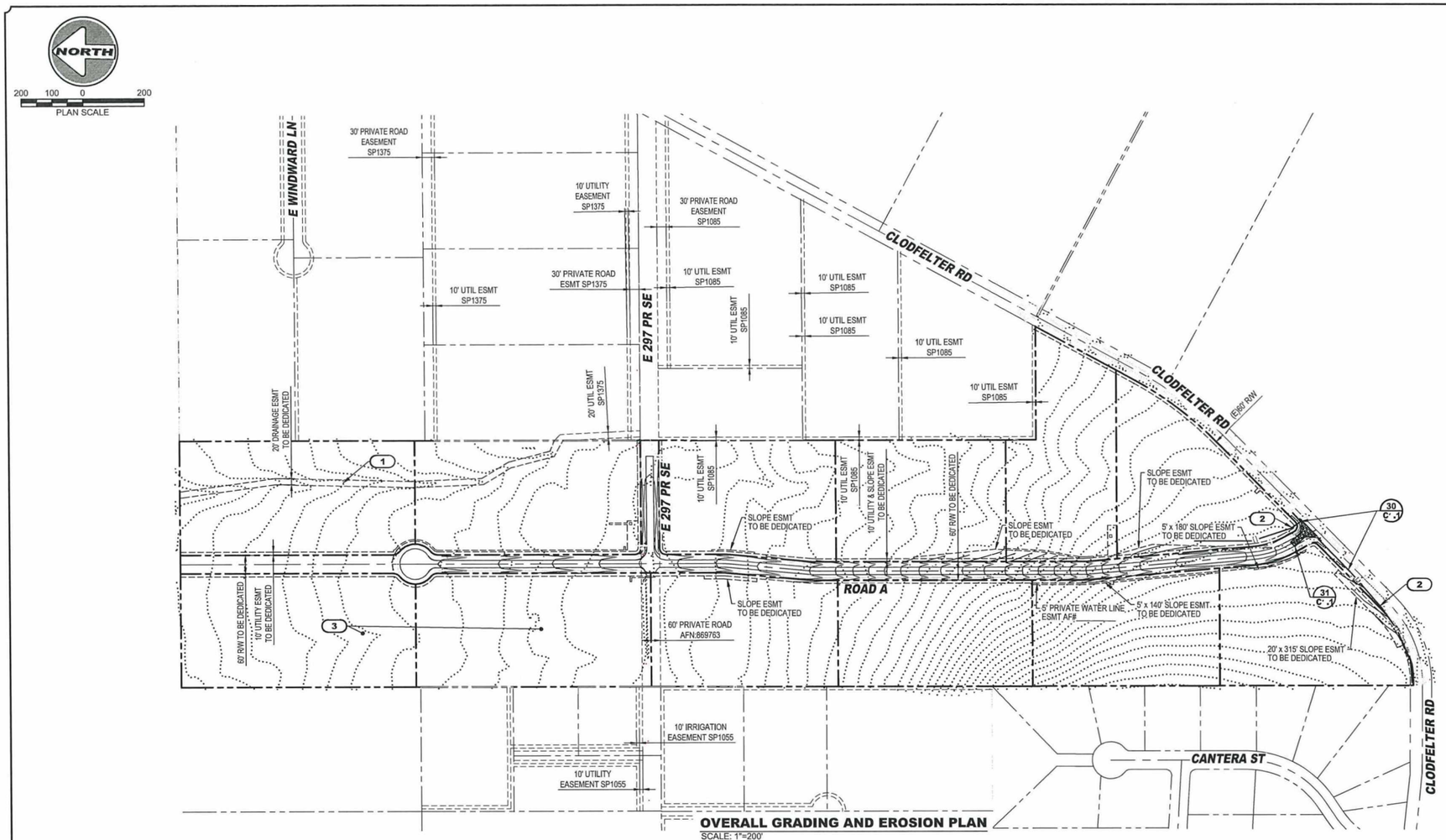


OVERALL GRADING AND EROSION PLAN
SCALE: 1"=200'

KEY NOTES

1. PRELIMINARY PLAT APPLICATION INDICATED APPARENT DRAINAGE EASEMENT. NO EASEMENT OF RECORD FOUND UPON ADDITIONAL RESEARCH. PROPOSED 20' EASEMENT TO COVER FIELD-LOCATED DRAINAGE CENTERLINE SHOWN.
2. INSTALL 971 LF OF SILT FENCE AS SHOWN.
3. CONTRACTOR TO USE EXCESS MATERIAL TO FILL IN DIRT BIKE TRAILS, HOLES, OR STOCKPILE ON SITE. STOCKPILED MATERIAL WILL BE USED FOR FUTURE BUILDING PADS, DRIVEWAY GRADING, ETC. STOCKPILED MATERIALS WILL BE PROTECTED FROM EROSION AS DESCRIBED IN EROSION CONTROL NOTES.

EROSION CONTROL NOTES

1. THIS PROJECT MAY REQUIRE COVERAGE UNDER THE WASHINGTON STATE GENERAL NPDES PHASE II PERMIT FOR CONSTRUCTION PROJECTS. THE DEVELOPER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE PERMIT CONDITIONS. THE CITY HAS ADOPTED REVISED STANDARDS AFFECTING THE CONSTRUCTION OF NEW STORMWATER FACILITIES IN ORDER TO COMPLY WITH CONDITIONS OF ITS NPDES GENERAL MUNICIPAL STORMWATER PERMIT PROGRAM. THIS PROJECT, AND EACH PHASE THEREOF, SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE CITY'S STORMWATER PROGRAM IN PLACE AT THE TIME EACH PHASE IS ENGINEERED.
2. ALL CONSTRUCTION PROJECTS THAT DON'T MEET THE EXEMPTION REQUIREMENTS OUTLINED IN SECTION 2.2 OF THE STORM WATER MANAGEMENT MANUAL (SWMM) SHALL COMPLY WITH THE NPDES PERMIT. ALL CONSTRUCTION ACTIVITIES SUBJECT TO THIS TITLE SHALL COMPLY WITH THE STORMWATER MANAGEMENT MANUAL AND PREPARE A STORMWATER SITE PLAN. A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) OR SUBMISSION OF A COMPLETED EROSIVITY WAIVER CERTIFICATION IS REQUIRED AT THE TIME OF PLAN SUBMITTAL.
3. ALL BEST MANAGEMENT PRACTICES USED FOR STORMWATER TREATMENT OF FLOW CONTROL SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE STORMWATER MANAGEMENT MANUAL FOR EASTERN WASHINGTON EXCEPT FOR WHERE CRITERIA ARE AMENDED BY THESE GUIDELINES.

EROSION CONTROL:

1. CONTRACTOR TO INSTALL ALL BEST MANAGEMENT PRACTICES (BMP'S) PRIOR TO BEGINNING SITE CONSTRUCTION.
2. ALL BMP'S ARE TO BE INSPECTED AND MAINTAINED DAILY DURING CONSTRUCTION.
3. SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL.
4. ALL VEHICLES LEAVING SITE ARE TO USE CONSTRUCTION ENTRANCES TO WASH WHEELS FOR MUD AND DUST CONTROL FROM LEAVING SITE.
5. EXISTING CATCH BASINS WITH POTENTIAL OF RECEIVING RUN-OFF FROM SITE CONSTRUCTION ARE TO BE PROTECTED WITH AN APPROVED BMP, LOCATIONS SHOWN ON PLAN.
6. ALL STORM DRAIN INLETS MADE OPERABLE DURING CONSTRUCTION SHALL BE COVERED WITH FILTER FABRIC TO PREVENT SEDIMENT ENTERING THE SYSTEM. THE FILTER FABRIC SHALL BE INSPECTED REGULARLY AND CLEANED WHEN NEEDED.
7. CONTRACTOR TO MINIMIZE DISTURBANCE FROM THEIR NATURAL STATE OF AREAS OUTSIDE STREETS, UTILITIES AND CONSTRUCTION STAGING AREAS.
8. CONSTRUCTION BYPRODUCTS (OILS, SOLVENTS, GLUES, ETC.) AND EXCESS MATERIALS (CONCRETE, ASPHALT, PAINT, ETC.) TO BE REMOVED FROM SITE AND DISPOSED OF PROPERLY.
9. CONTRACTOR TO INSTALL AND IMPLEMENT ADDITIONAL BMP'S AS SITE CONDITIONS OR FIELD CHANGES NECESSITATE. ALL CHANGES OR ADDITIONS TO THE EROSION CONTROL OR BMP'S ARE TO BE RELAYED AND COORDINATED THROUGH THE CERTIFIED EROSION AND SEDIMENT CONTROL LEAD (CESCL).
10. PROPERTIES ADJACENT TO THE PROJECT SITE THAT ARE SUBJECT TO POTENTIAL EROSION CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION THROUGH THE USE OF SILT FENCE, OR OTHER BMP SELECTED BY THE CONTRACTOR.
11. THE CONTRACTOR AND/OR OWNER SHALL BE RESPONSIBLE AT ALL TIMES FOR PREVENTING SILT-LADEN RUNOFF FROM DISCHARGING FROM THE PROJECT SITE, FAILURE TO DO SO CAN RESULT IN A FINE.
12. ALL DISTURBED SOILS, INCLUDING STOCKPILES, EXPOSED AND/OR UNWORKED FOR MORE THAN THE TIME PERIODS DESCRIBED BELOW: 30 DAYS (JULY 1 THRU SEPT 30) 15 DAYS (OCTOBER 1 THRU JUNE 30) SHALL BE PROTECTED FROM EROSION.
13. SILT FENCE TO BE LAYFIELD WBSF-124 WIREBACKED CONTINUOUS ROLL OR ENGINEER APPROVED EQUAL.
14. WATER OR USE A SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL.
15. ALL DISTURBED AREAS SHALL BE STABILIZED WITH A MINIMUM OF 4" OF 1½" MINUS CRUSHED ROCK (CSBC) OR BE HYDROSEEDED. HYDROSEED SHALL BE APPLIED AT 60 LBS/ACRE WITH THE FOLLOWING SEEDING MIX: 40% ANNUAL RYEGRASS, 20% BLUE BUNCH WHEAT GRASS, 20% THICKSPIKE WHEAT GRASS, AND 20% SANDBERGS GRASS. ADDITIONALLY THE HYDROSEEDING SHALL INCLUDE 2,000 LBS/ACRE OF WOOD FIBER MULCH AND 50 LBS/ACRE OF GUAR BASED TACKIFIER.

GRADING LEGEND

DESCRIPTION	EXISTING	PROPOSED
CONTOUR MAJOR	400	400
CONTOUR MINOR	399	399
SILT FENCE		
SWALE		

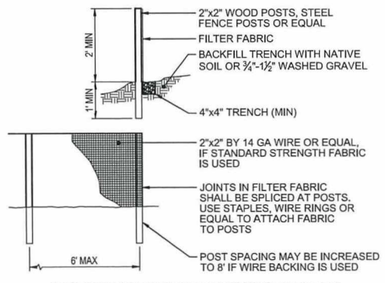
SUB-2021-004

COUNTY ENGINEER APPROVAL

SIGNATURE / DATE

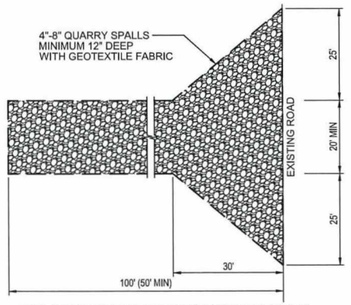
EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING.

CALL 2 BUSINESS DAYS BEFORE YOU DIG: 811



NOTE: TO BE INSTALLED PER WSDOT STD PLAN I-30.15-02 AND STANDARD SPEC 8-01.3(9)A2 AND 8-01.3(15)

30 C-1.1 **SILT FENCE**
SCALE: NONE



NOTE: TO BE INSTALLED PER WSDOT STD PLAN I-80.10-02 AND STANDARD SPEC 8-01.3(7)

31 C-1.1 **STABILIZED CONSTRUCTION EXIT**
SCALE: NONE

HARMS ENGINEERING, INC.
1632 W Sylvester Street, Pasco WA 99301 | 509.547.2679 | HarmsEngineering.com

Rev	Description	By	Date
A	REVIEW COMMENT RESPONSE	DLP	4-20-2022
B	REVIEW COMMENT RESPONSE	DLP	4-05-2022
1	REVIEW COMMENT RESPONSE	JCF	3-04-2022

Drawn By: D PUCK / D CARLSEN
Checked By: J FROELICH
Project Name: P:\2021\21-058.1 Mammoth Acres Subdivision 13 Yr
File Path: P:\2021\21-058.1 R3T Ventures Mammoth Acres Subdivision\Dwgs
Plotted: May 12, 2022 - 11:04:27 AM

SECT 23 T08N R28E WM

MAMMOTH ACRES SUBDVISION
OVERALL GRADING & EROSION CONTROL PLAN
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information
R3T VENTURES
ROB DUNCAN (403)-795-5101
2410 N 4TH AVE., PASCO, WA 99301

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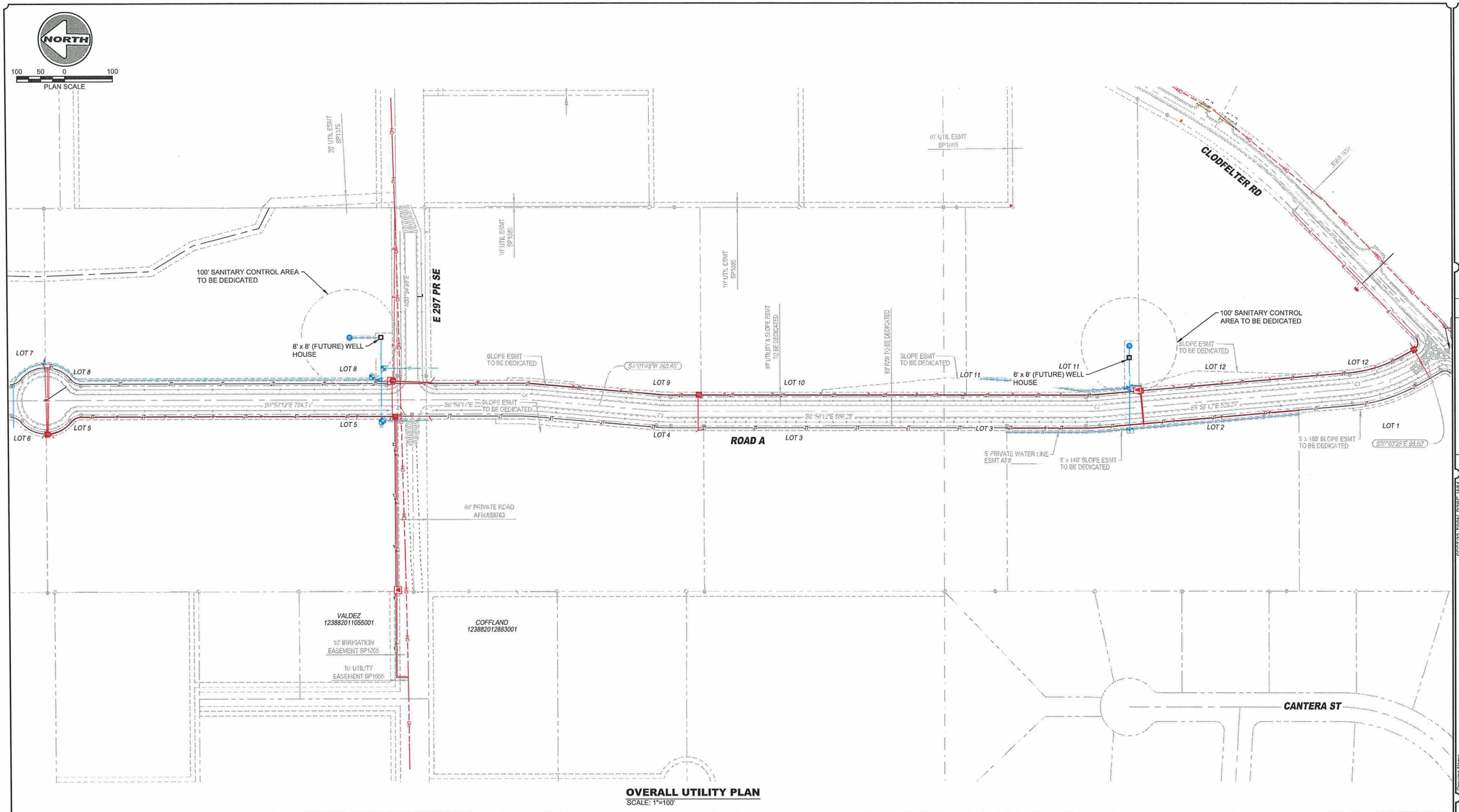
Drawing Name

JASON C FROELICH — STATE OF WASHINGTON — 20232 — REGISTERED PROFESSIONAL ENGINEER

Date: 05-11-2022 (ANSI D)
Project Number: 21-058.2
Sheet Number: C1.1

DocuSign Envelope ID: 88118569-F6FC-4086-A737-19416D24824F



OVERALL UTILITY PLAN
SCALE: 1"=100'

SUB-2021-004

COUNTY ENGINEER APPROVAL

SIGNATURE / DATE

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING

CALL 2 BUSINESS DAYS BEFORE YOU DIG: 811

HARMS ENGINEERING, INC.
1632 W Sylvester Street, Pasco WA 99301 | 509.547.2679 | HarmsEngineering.com

Designed By: J RIGELICH
File Name: 21-058.1 Mammoth Acres Subdivision 17.vlt
File Path: P:\2021\21-058.1 Mammoth Acres Subdivision\Civil\Dwgs
Drawn By: D PICK / D CINSKO
Printed: May 12, 2022, 11:53 PM

Rev	Description	By	Date

SEC 23 T08N R28E WM

MAMMOTH ACRES SUBDVISION
OVERALL UTILITY PLAN
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information
R3T VENTUES
ROB DUNCAN (403)-795-5101
2410 N 4TH AVE., PASCO, WA 99301

Drawing Name

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LYDON C FERGUSEN — STATE OF WASHINGTON — 21023285 — REGISTERED PROFESSIONAL ENGINEER

Date: 05-11-2022
ANSI D
Project Number: 21-058.2
Sheet Number: C1.2

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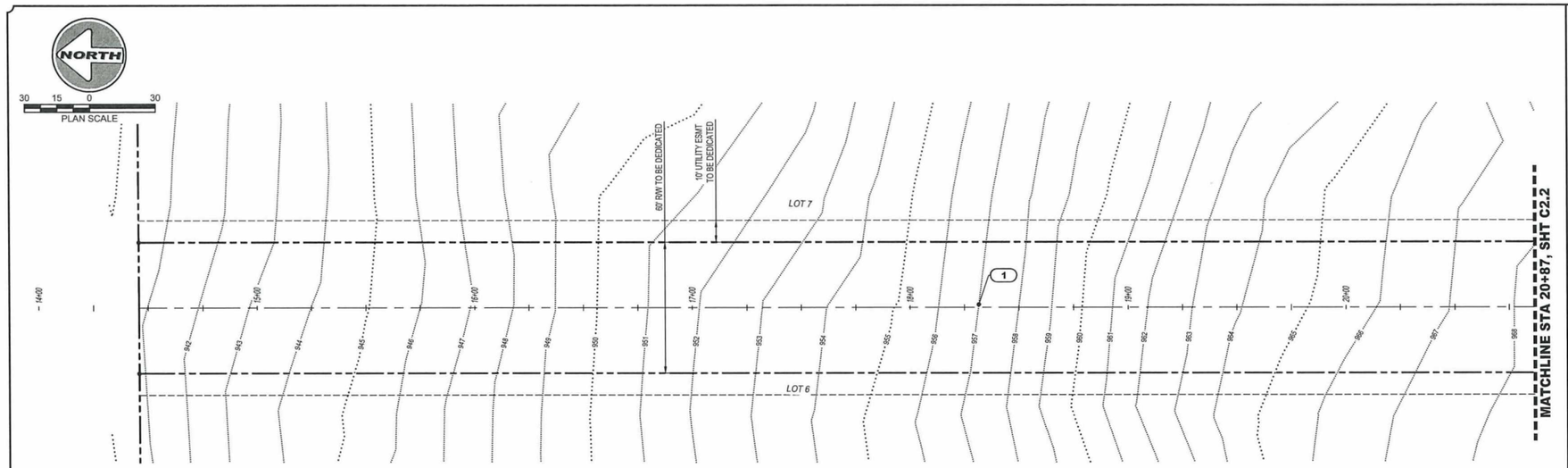
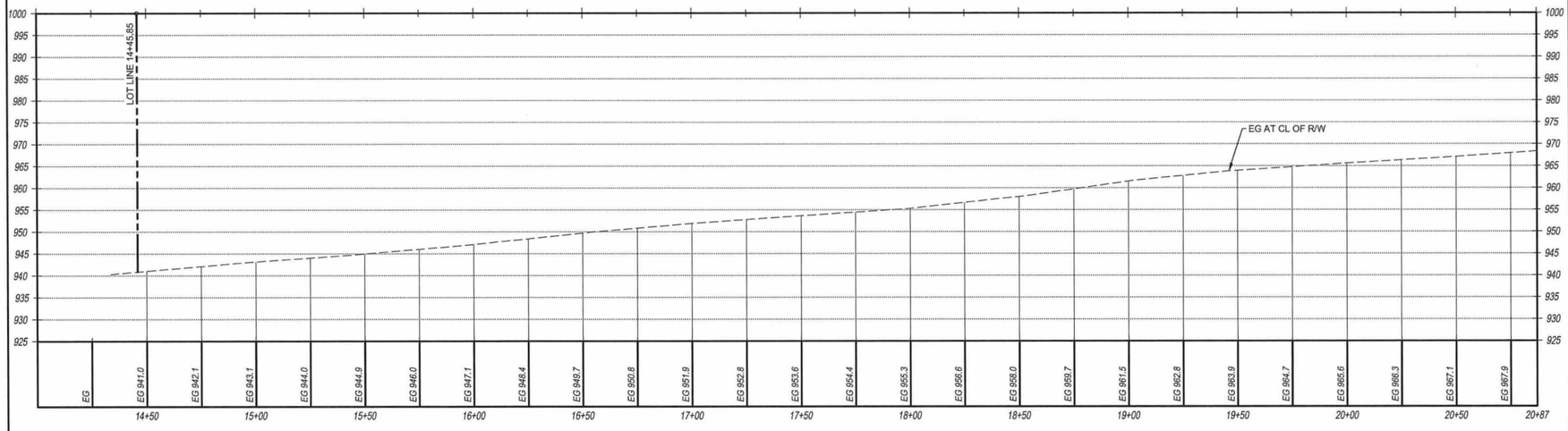


PLAN 14+00 TO 20+87
SCALE: 1"=30'



PROFILE 14+00 TO 20+87
SCALE: 1"=30' (H), 1"=10' (V)

NOTES

1. CONTRACTOR TO PROVIDE ALL TRENCHING AND BACKFILL AS NEEDED FOR INSTALLATION OF CONDUITS, NEW STRUCTURES, AND CONNECTION TO EXISTING STRUCTURES, UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO PROVIDE AND INSTALL ALL CONDUITS AND STRUCTURES, UNLESS OTHERWISE NOTED. COORDINATE WITH UTILITIES.

KEY NOTES

(1) FUTURE ROAD EXTENSION.

KEY MAP

SUB-2021-004

COUNTY ENGINEER APPROVAL

SIGNATURE / DATE

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING.

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Drawn By: T POOK / D CARCHIO
Project No: 21-058.2 Mammoth Acres Subdivision 13 Lt.
File Path: P:\2021\21-058.1 R3T Ventures Mammoth Acres Subdivision\Dwgs
May 12, 2022, 11:52:26 AM

Rev	Description	By	Date
A	REVIEW COMMENT RESPONSE	DLP	4-20-2022
B	REVIEW COMMENT RESPONSE	DLP	4-07-2022
1	REVIEW COMMENT RESPONSE	JCP	3-04-2022

SECT 23 T08N R28E WM

Drawing Name
MAMMOTH ACRES SUBDIVISION
PLAN AND PROFILE 14+00 TO 20+87
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information
R3T VENTURES
ROB DUNCAN (403)-795-5101
2410 N 4TH AVE., PASCO, WA 99301

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JASON C TROELL — STATE OF WASHINGTON — 21022285 — REGISTERED PROFESSIONAL ENGINEER — troells

Date: 05-11-2022
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Project Number: 21-058.2
Sheet Number: C2.1

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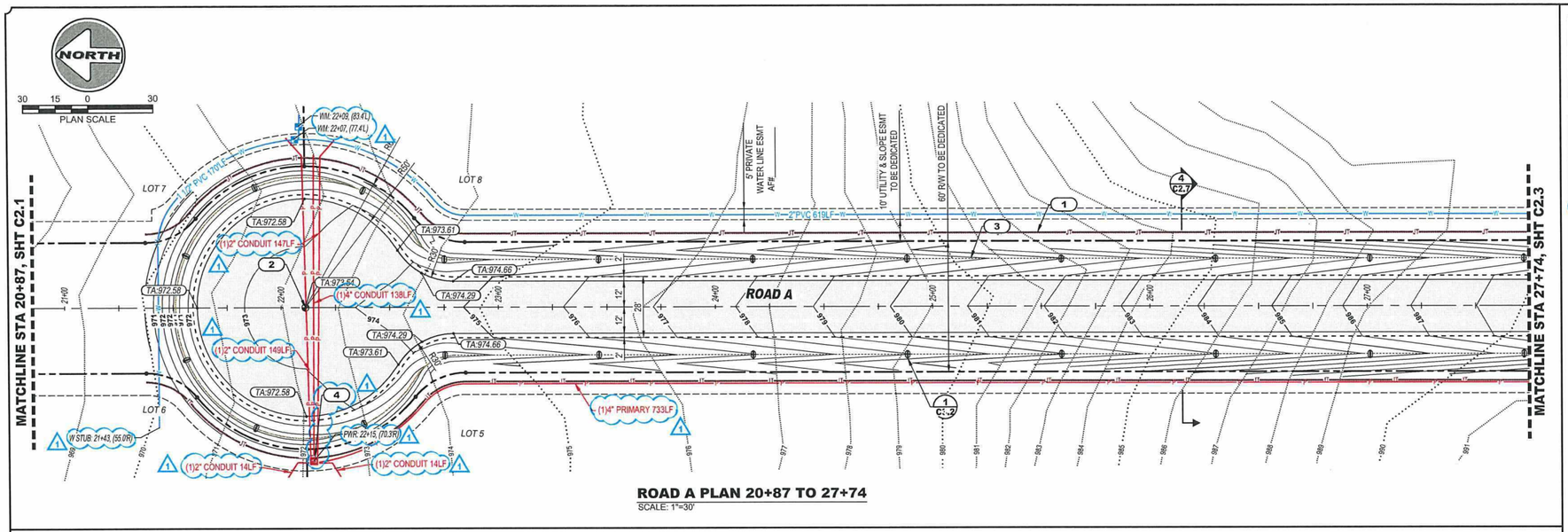
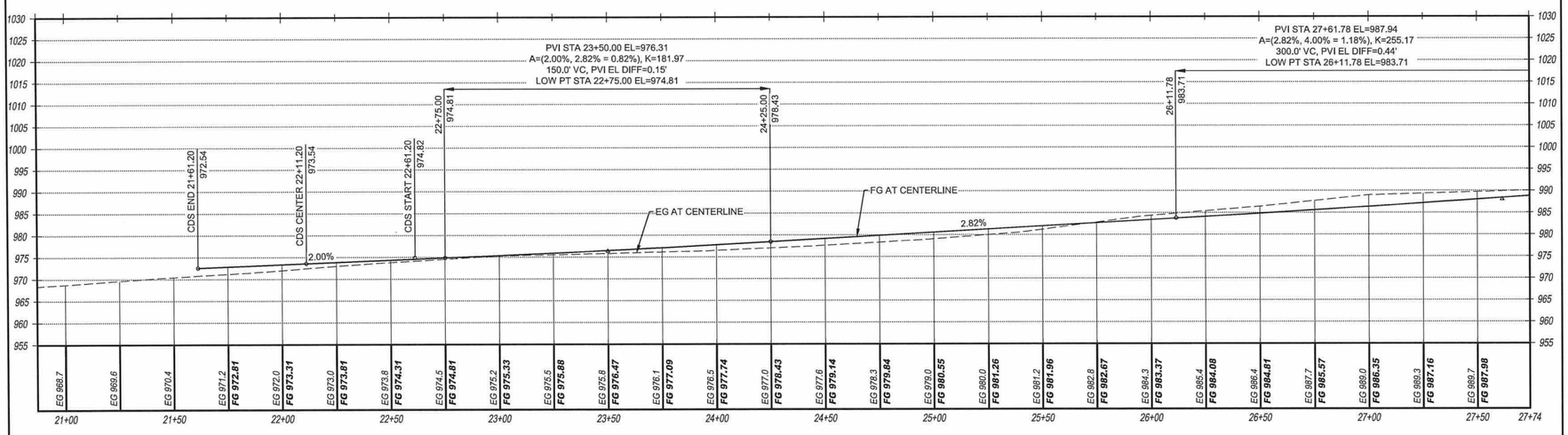


ROAD A PLAN 20+87 TO 27+74

SCALE: 1"=30'



ROAD A PROFILE 20+87 TO 27+74

SCALE: 1"=30' (H), 1"=10' (V)

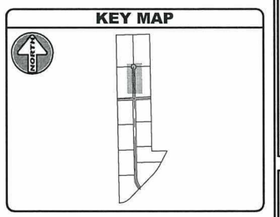
NOTES

1. CONTRACTOR TO PROVIDE ALL TRENCHING AND BACKFILL AS NEEDED FOR INSTALLATION OF CONDUITS, NEW STRUCTURES, AND CONNECTION TO EXISTING STRUCTURES, UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO PROVIDE AND INSTALL ALL CONDUITS AND STRUCTURES, UNLESS OTHERWISE NOTED. COORDINATE WITH UTILITIES.

KEY NOTES

1. JOINT TRENCH PER BENTON COUNTY STD DWG R-10.
2. INSTALL MONUMENT CASE AND COVER PER BENTON COUNTY STD DWG R-14B
3. ROADWAY DITCH PER SECTION 4/C2.7
4. THREE PHASE JUNCTION BOX

KEY MAP



SUB-2021-004

COUNTY ENGINEER APPROVAL

SIGNATURE / DATE

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING

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File Name: 21-058.1 Mammoth Acres Subdivision 13 V1
File Path: P:\2021\21-058.1 R3T Ventures Mammoth Acres Subdivision\Dgn

Drawn By: D.POOK / O.CANCINO
Plotted: May 12, 2022, 11:53:33 PM

Rev	Description	By	Date
1	BPUD POWER ADDITIONS AND EXTENSION	DLP	5-11-2022
0	REVIEW COMMENT RESPONSE	DLP	4-10-2022
0	REVIEW COMMENT RESPONSE	DLP	4-04-2022
0	REVIEW COMMENT RESPONSE	JCF	3-04-2022

SEC 23 T08N R28E WM

MAMMOTH ACRES SUBDIVISION
ROAD A PLAN AND PROFILE 20+87 TO 27+74
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information
R3T VENTURES
ROB DUNCAN (403)-795-5101
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Drawing Name

STATE OF WASHINGTON
JASON C FRIGELICH
21052285
REGISTERED PROFESSIONAL ENGINEER
05/11/22

Date: 05-11-2022
Project Number: 21-058.2
Sheet Number: C2.2
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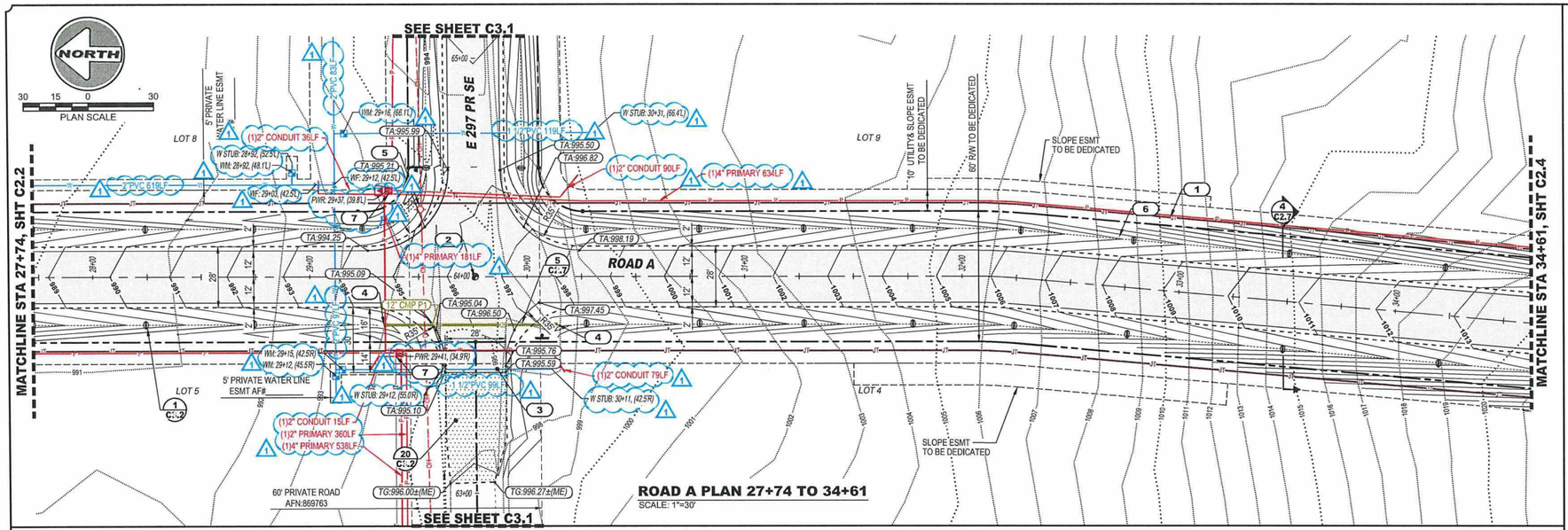
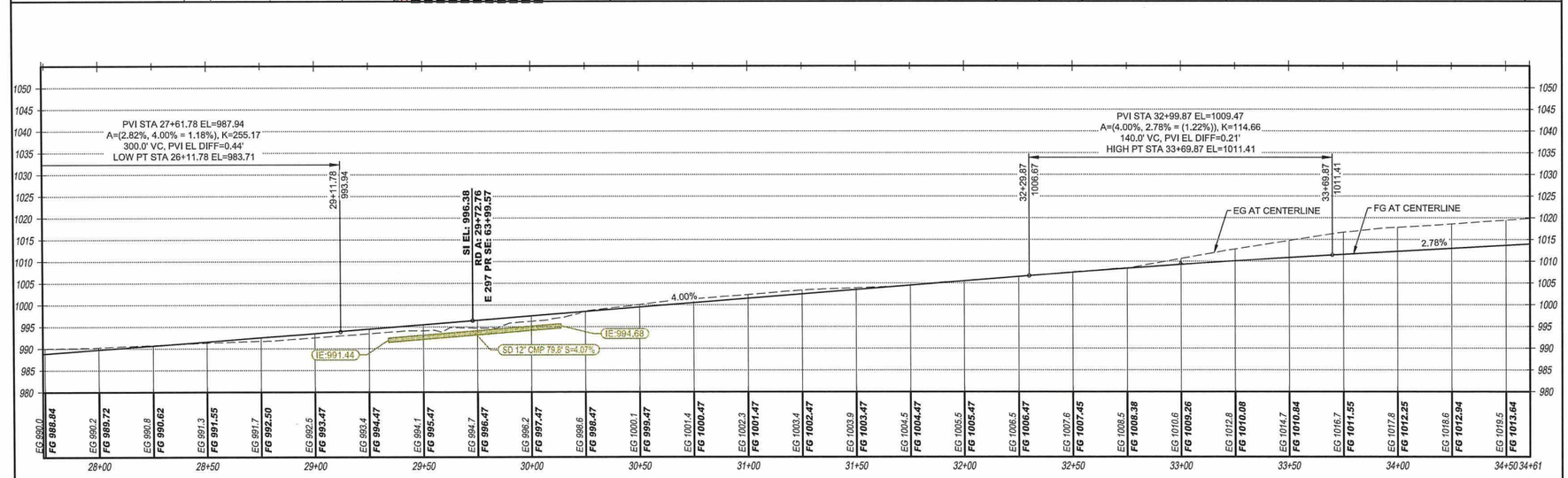




ROAD A PROFILE 27+74 TO 34+61
SCALE: 1"=30' (H), 1"=10' (V)

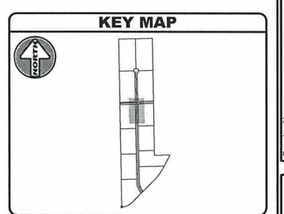
NOTES

1. SEE C3.1 FOR SIGN INFORMATION.
2. CONTRACTOR TO PROVIDE ALL TRENCHING AND BACKFILL AS NEEDED FOR INSTALLATION OF CONDUITS, NEW STRUCTURES, AND CONNECTION TO EXISTING STRUCTURES, UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO PROVIDE AND INSTALL ALL CONDUITS AND STRUCTURES, UNLESS OTHERWISE NOTED. COORDINATE WITH UTILITIES.

KEY NOTES

1. JOINT TRENCH PER BENTON COUNTY STD DWG R-10.
2. INSTALL MONUMENT CASE AND COVER PER BENTON COUNTY STD DWG R-14B
3. PRIVATE ROAD APPROACH PER BENTON COUNTY STD DWG R-4 WITH 3" HMA PAVEMENT, 6" CSTC.
4. CULVERT END SECTION PER BENTON COUNTY STD DWG R-19.
5. COORDINATE WITH BPUD TO RELOCATE POLE OUTSIDE OF RIGHT OF WAY AND RUN POWER TO JOINT TRENCH.
6. ROADWAY DITCH PER SECTION 4/C2.7
7. THREE PHASE JUNCTION BOX

KEY MAP



SUB-2021-004

COUNTY ENGINEER APPROVAL

SIGNATURE / DATE

EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING

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Rev	Description	Date	By
1	BPUD POWER ADDITION/R AND EXTENSION	5-11-2022	DLP
0	REVIEW COMMENT RESPONSE	4-20-2022	DLP
2	REVIEW COMMENT RESPONSE	4-04-2022	DLP
1	REVIEW COMMENT RESPONSE	3-04-2022	JCF

Designed By: J FROELICH | Drawn By: D POOK/ G CANDINO
File Name: 21-058.1 Mammoth Acres Subdivision 13 V1 | Plotted: May 12, 2022, 11:40:09 PM
File Path: P:\2021\21-058.1 R3T Ventures Mammoth Acres Subdivision\Dwgs

Drawing Name
MAMMOTH ACRES SUBDVISION
ROAD A PLAN AND PROFILE 27+74 TO 34+61
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information
R3T VENTURES
ROB DUNCAN (403)-795-5101
2410 N 4TH AVE., PASCO, WA 99301

SEC'23 T08N R28E WM

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Date: 05-11-2022 (ANSI D)
Project Number: 21-058.2
Sheet Number: C2.3

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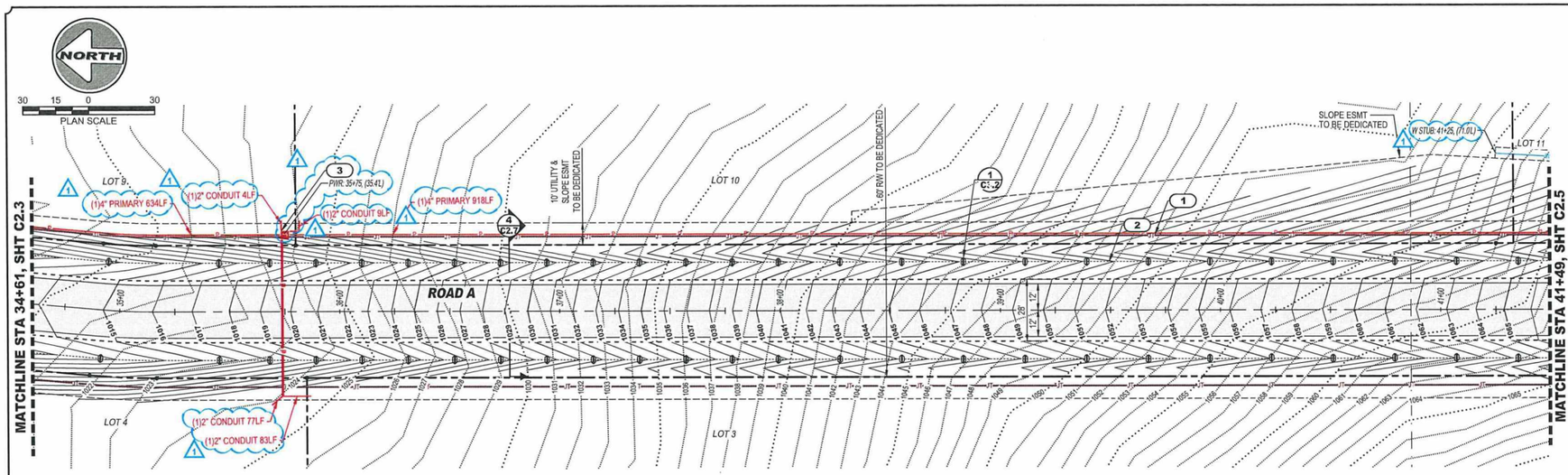
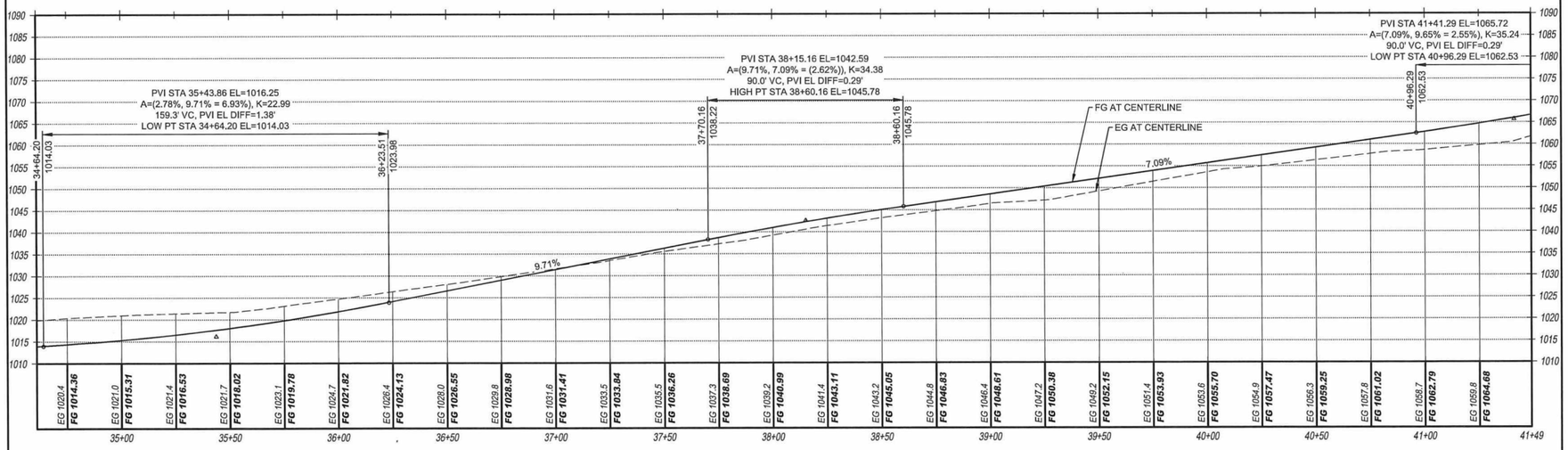


ROAD A PLAN 34+61 TO 41+49

SCALE: 1"=30'



ROAD A PROFILE 34+61 TO 41+49

SCALE: 1"=30' (H), 1"=10' (V)

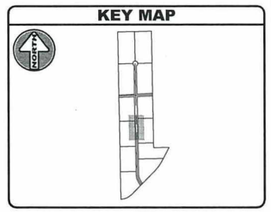
NOTES

1. CONTRACTOR TO PROVIDE ALL TRENCHING AND BACKFILL AS NEEDED FOR INSTALLATION OF CONDUITS, NEW STRUCTURES, AND CONNECTION TO EXISTING STRUCTURES, UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO PROVIDE AND INSTALL ALL CONDUITS AND STRUCTURES, UNLESS OTHERWISE NOTED. COORDINATE WITH UTILITIES.

KEY NOTES

1. JOINT TRENCH PER BENTON COUNTY STD DWG R-10.
2. ROADWAY DITCH PER SECTION 4/C2.7
3. THREE PHASE JUNCTION BOX

KEY MAP



SUB-2021-004

COUNTY ENGINEER APPROVAL

SIGNATURE / DATE

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Rev	Description	Date	By
1	BPUD POWER ADDITIONS AND EXTENSION	DLP 5-11-2022	
2	REVIEW COMMENT RESPONSE	DLP 4-20-2022	
3	REVIEW COMMENT RESPONSE	DLP 4-04-2022	
4	REVIEW COMMENT RESPONSE	JCF 4-04-2022	

Designed By: J FRGELICH
File Name: 21-058.1 Mammoth Acres Subdivision 13 VT
File Path: P:\2021\21-058.1\CD Working\Mammoth Acres Subdivision\Dgn

Drawn By: D FOOK / D CANCINO
Plotted: May 12, 2022, 11:48 PM

Drawing Name

SEC 23 T08N R28E WM

MAMMOTH ACRES SUBDIVISION
ROAD A PLAN AND PROFILE 34+61 TO 41+49
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information

R3T VENTURES
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Date: 05-11-2022
Project Number: 21-058.2
Sheet Number: C2.4
ANSI D

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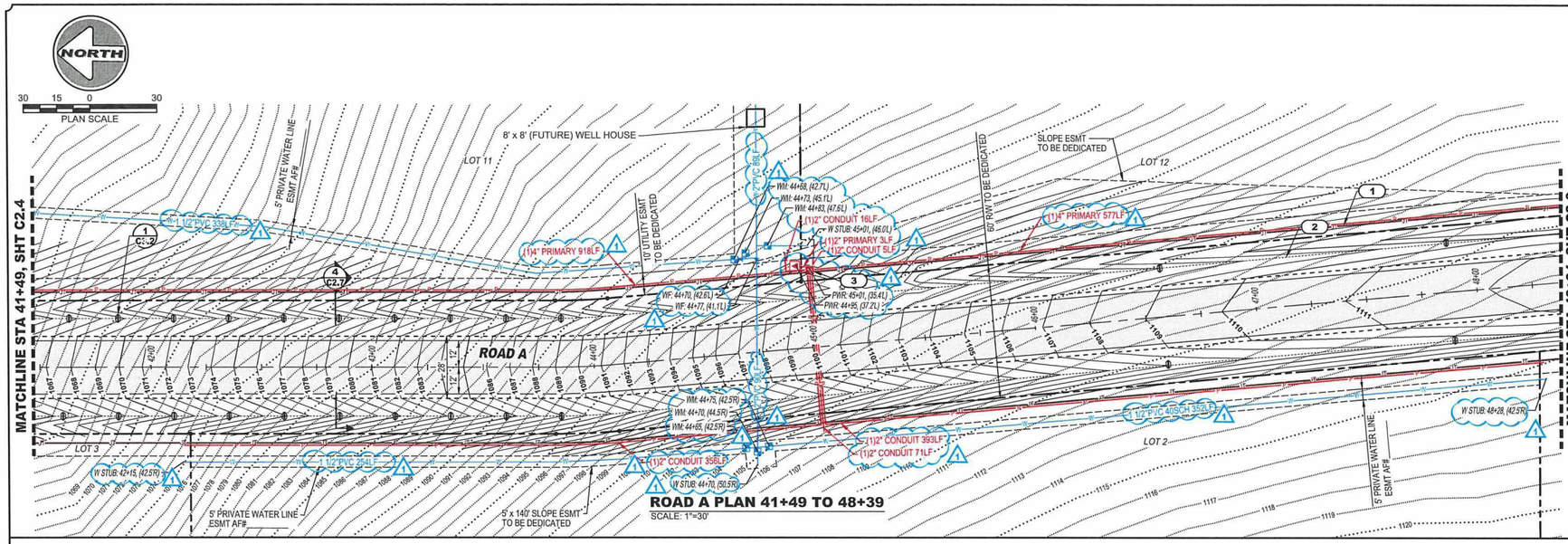

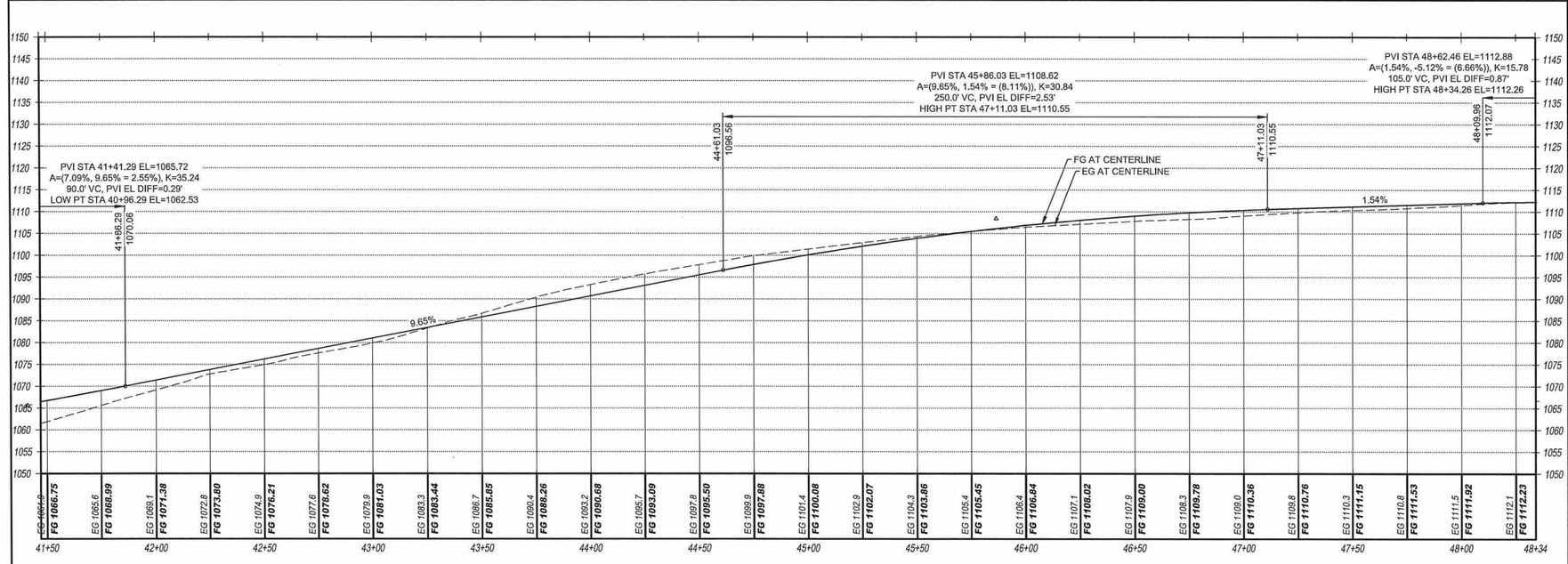

ROAD A PROFILE 41+49 TO 48+34
SCALE: 1"=30' (H), 1"=10' (V)

NOTES

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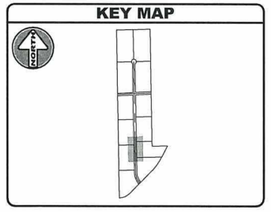
KEY NOTES

1. JOINT TRENCH PER BENTON COUNTY STD DWG R-10.
2. ROADWAY DITCH PER SECTION 4/C2.7
3. THREE PHASE JUNCTION BOX

KEY MAP



SUB-2021-004

COUNTY ENGINEER APPROVAL

SIGNATURE / DATE

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File Name: 21-058.1 Mammoth Acres Subdivision 12 V1 | Plotted: May 12, 2022, 11:41:12 PM
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Rev	Description	By	Date
1	BPUD POWER ADDITIONS AND EXTENSION	DLP	5-11-2022
A	REVIEW COMMENT RESPONSE	DLP	4-20-2022
A	REVIEW COMMENT RESPONSE	DLP	4-07-2022
A	REVIEW COMMENT RESPONSE	JCF	3-04-2022

Drawing Name
MAMMOTH ACRES SUBDVISION
ROAD A PLAN AND PROFILE 41+49 TO 48+39
CLODFELTER ROAD, BENTON COUNTY, WA
SEC'S 23 T08N R28E WM

Client/Project Information
R3T VENTURES
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2410 N 4TH AVE., PASCO, WA 99301

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Date: 05-11-2022 (ANSI D)
Project Number: 21-058.2
Sheet Number: C2.5

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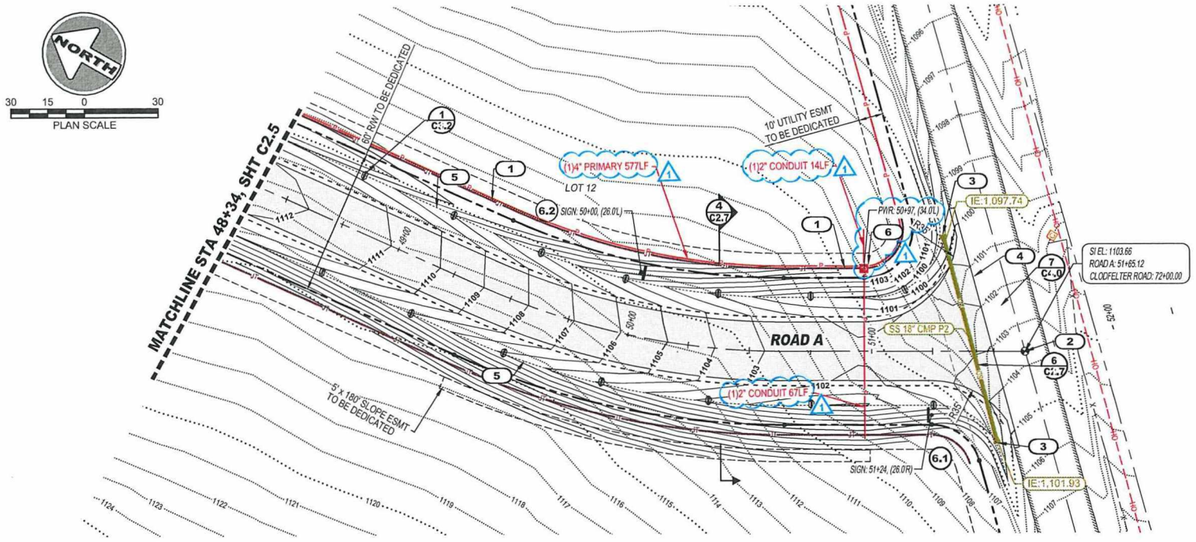
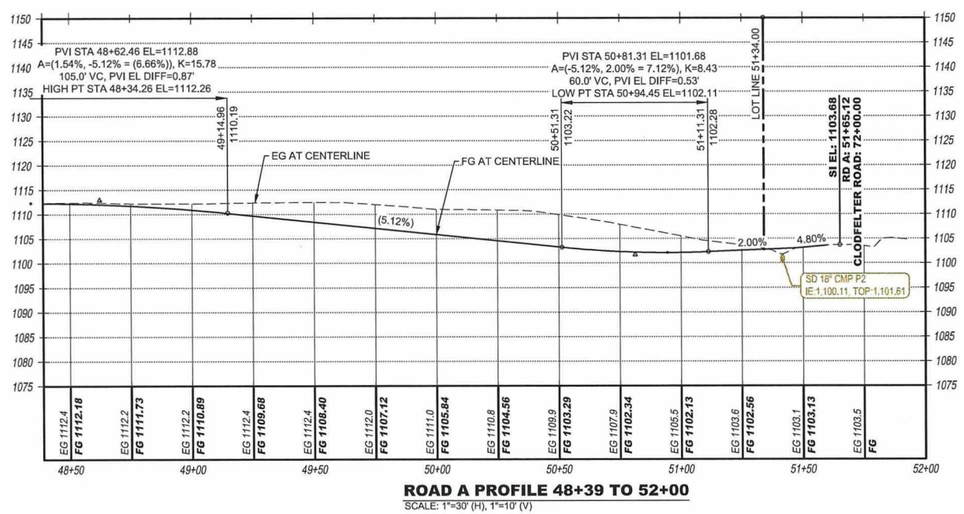


ROAD A PLAN 48+39 TO 52+00
SCALE: 1"=30'



ROAD A PROFILE 48+39 TO 52+00
SCALE: 1"=30' (H), 1"=10' (V)

NOTES

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KEY NOTES

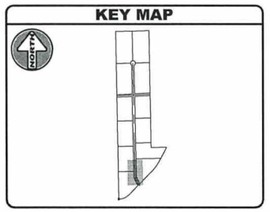
1. JOINT TRENCH PER BENTON COUNTY STD DWG R-10.
2. INSTALL MONUMENT CASE AND COVER PER BENTON COUNTY STD DWG R-14B
3. CULVERT END SECTION PER BENTON COUNTY STD DWG R-19.
4. SAW CUT EXISTING ASPHALT AS NECESSARY.
5. ROADWAY DITCH PER SECTION 4/C2.7
6. THREE PHASE JUNCTION BOX

SIGN SCHEDULE

ID	NUMBER	SIGN TEXT / GRAPHIC	SIZE	LOCATION	REFERENCE
6.1	R1-1	STOP	30"x30"	PER PLAN	MUTCD
	D3-1	CLODFELTER RD	24" MIN	PER PLAN	BC STD DWG R-16 & R-17 (PUBLIC RD)
	D3-1	ROAD A (TBD)	30" MIN	PER PLAN	BC STD DWG R-16 & R-17 (PRIVATE RD)
6.2	R2-1	25 MPH	24"x30"	PER PLAN	MUTCD
	R2-5bP	NEIGHBORHOOD	24"x6"	PER PLAN	MUTCD

1. ALL SIGN LOCATIONS TO BE INSTALLED ACCORDING TO MUTCD REQUIREMENTS.
2. STREET NAME INSTALLED IMMEDIATELY ABOVE THE STOP SIGN SHALL BE ORIENTED PERPENDICULAR TO THE STOP SIGN.

KEY MAP



SUB-2021-004

COUNTY ENGINEER APPROVAL

SIGNATURE / DATE

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Designed By: J FROELICH
Drawn By: D POOR / D CANCINO
Reviewed By: J FROELICH
Plot Date: May 16, 2022 - 1:47:17 PM
File Name: P:\2021\21-058.1 R37 Ventures Mammoth Acres Subdivision\Dwgs
File Path: P:\2021\21-058.1 R37 Ventures Mammoth Acres Subdivision 13 LY

Rev	Description	By	Date
1	BPUD POWER ADDITIONS AND EXTENSION	DLP	5-11-2022
A	REVIEW COMMENT RESPONSE	DLP	4-22-2022
A	REVIEW COMMENT RESPONSE	DLP	4-04-2022
A	REVIEW COMMENT RESPONSE	JCF	3-04-2022

Drawing Name
MAMMOTH ACRES SUBDVISION
ROAD A PLAN AND PROFILE 48+39 TO 52+00
SEC'S 23 T08N R28E WM
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information
R3T VENTURES
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2410 N 41ST AVE., PASCO, WA 99301

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Date: 05-11-2022
Project Number: 21-058.2
Sheet Number: C2.6
ANSI D

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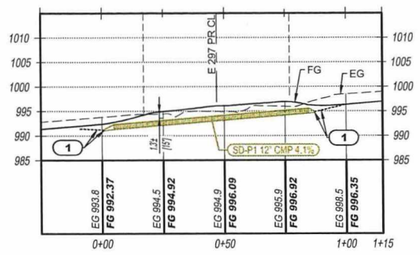
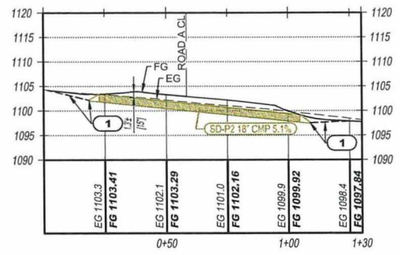


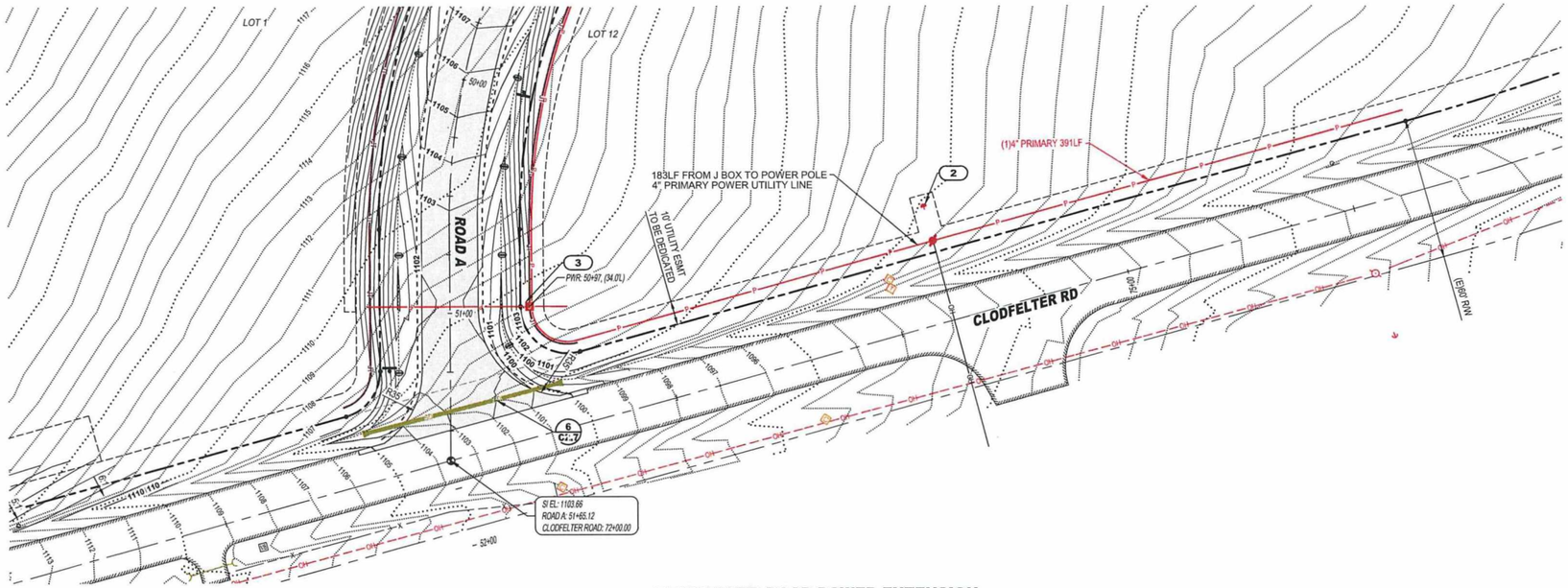
5 **CULVERT P1 PROFILE**
C2.3,C3.1 SCALE: 1"=30' (H), 1"=10' (V)



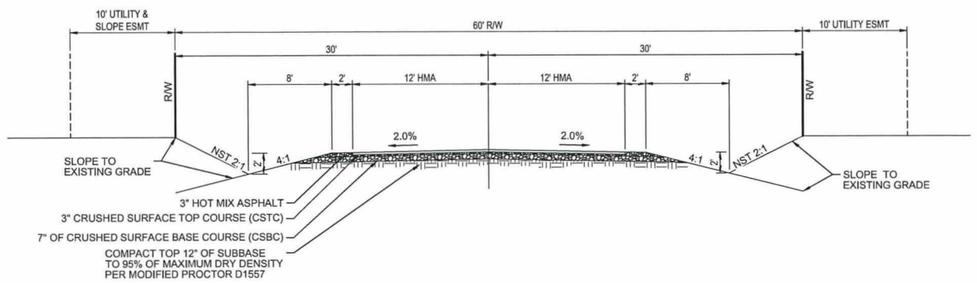
6 **CULVERT P2 PROFILE**
C2.7 SCALE: 1"=30' (H), 1"=10'(V)

KEY NOTES

1. CULVERT END SECTION PER BENTON COUNTY STD DWG R-19. SHAPE GROUND AROUND CULVERT OUTLET TO EXPOSE INVERT.
2. COORDINATE WITH BPUD FOR NEW UTILITY POLE AND GUY WIRE INSTALLATION.
3. THREE PHASE JUNCTION BOX. 1



CLODFELTER ROAD POWER EXTENSION
SCALE: 1"=30'



1 **ROAD A**
C2.2-C2.6 SCALE: NTS

SUB-2021-004

COUNTY ENGINEER APPROVAL

SIGNATURE / DATE

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Designed By: J FIGUEUCH
File Name: 21-058.1 Mammoth Acres Subdivision 11 V1
File Path: P:\2021\21-058.1 REF Mammoth Acres Subdivision\Engr

Drawn By: D POOK / D CANCINO
Plotted: May 12, 2022 - 11:43:1 PM

Rev	Description	Date	By
1	BPUD POWER ADDITIONS AND EXTENSION	5-11-2022	DLP
1	REVIEW COMMENT RESPONSE	4-20-2022	DLP
1	REVIEW COMMENT RESPONSE	4-20-2022	DLP
1	REVIEW COMMENT RESPONSE	3-04-2022	JCF

SEC 23 T08N R28E WM

Drawing Name
MAMMOTH ACRES SUBDIVISION
ROAD A SECTIONS / CULVERT PROFILES
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information
R3T VENTURES
ROB DUNCAN (403)-795-5101
2410 N 4TH AVE., PASCO, WA 99301

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JASON C PROULX — STATE OF WASHINGTON — 21052285 — REGISTERED PROFESSIONAL ENGINEER — PROULX

Date: 05-11-2022
Project Number: 21-058.2
Sheet Number: C2.7
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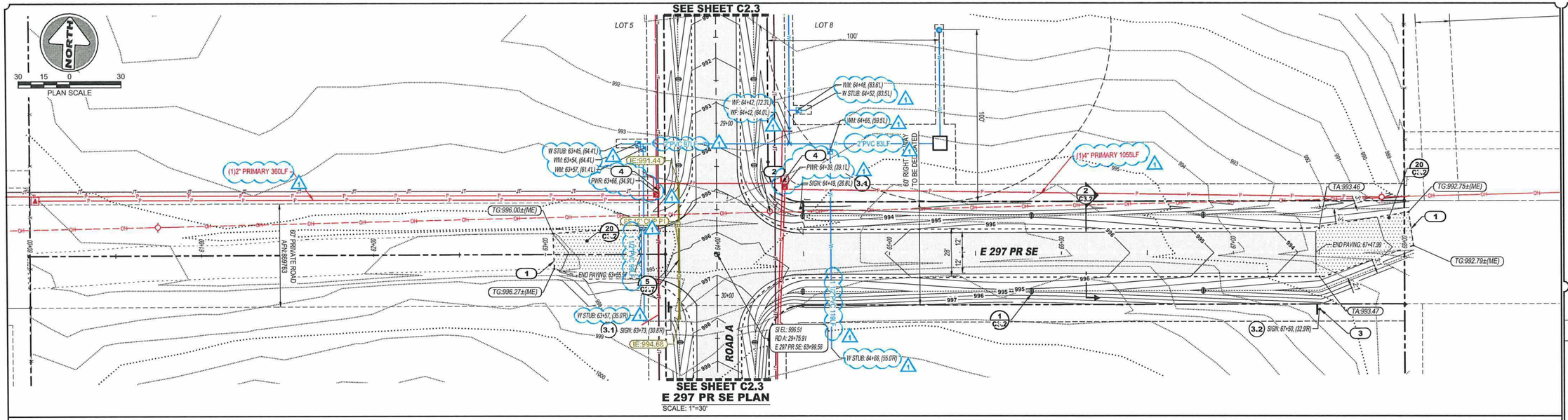

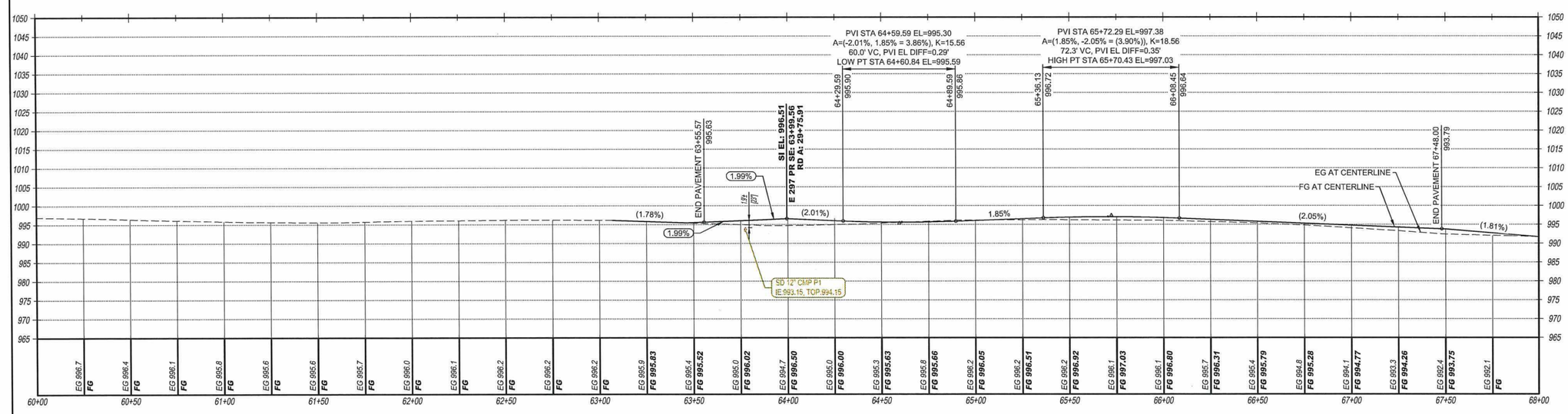

E 297 PR SE
SCALE: 1"=30' (H), 1"=10' (V)

KEY NOTES

1. GRADE GRAVEL TRANSITION TO MATCH EXISTING GRAVEL ROAD.
2. COORDINATE WITH BPUD TO RELOCATE POLE AND RUN POWER OUTSIDE OF COUNTY RIGHT OF WAY.
3. PLACE IDENTICAL SIGN AT CLODFELTER & E 297 PR SE INTERSECTION. COORDINATE WITH BENTON COUNTY PUBLIC WORKS DEPARTMENT ON LOCATION OF NEW SIGN. LOCATION OF SIGN SHALL COMPLY WITH MUTCD.
4. THREE PHASE JUNCTION BOX.

SIGN SCHEDULE

ID	NUMBER	SIGN TEXT / GRAPHIC	SIZE	LOCATION	REFERENCE
3.1	R1-1	STOP	30"x30"	PER PLAN	MUTCD
	D3-1	E 297 PR SE	30" MIN	PER PLAN	BC STD DWG R-16 & R-17 (PUBLIC RD)
	D3-1	ROAD A (TBD)	24" MIN	PER PLAN	BC STD DWG R-16 & R-17 (PUBLIC RD)

SIGN SCHEDULE

ID	NUMBER	SIGN TEXT / GRAPHIC	SIZE	LOCATION	REFERENCE
3.2	EM-5	NO TRESPASSING PRIVATE ROAD	30"x30"	PER PLAN	MUTCD

1. ALL SIGN LOCATIONS TO BE INSTALLED ACCORDING TO MUTCD REQUIREMENTS.
2. STREET NAME INSTALLED IMMEDIATELY ABOVE THE STOP SIGN SHALL BE ORIENTED PERPENDICULAR TO THE STOP SIGN.

SUB-2021-004

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Designed By: J FROELICH
File Name: 21-058.1 Mammoth Acres Subdivision 13 V1
File Path: P:\2021\21-058.1 R3T Ventures\Mammoth Acres Subdivision\Dgn

Drawn By: D PICOK / D CANCINO
Plotted: May 12, 2022, 11:42:26 PM

Rev	Description	Date	By
1	BPUD POWER ADDITIONS AND EXTENSION	5-11-2022	DLP
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3	REVIEW COMMENT RESPONSE	4-04-2022	DLP
4	REVIEW COMMENT RESPONSE	3-04-2022	JCF

SEC 23 T08N R28E WM

MAMMOTH ACRES SUBDIVISION
E 297 PR SE PLAN AND PROFILE 60+00 TO 68+00
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information
R3T VENTURES
ROB DUNCAN (403)-795-5101
2410 N 4TH AVE., PASCO, WA 99301

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Drawing Name

JASON C FROELICH — STATE OF WASHINGTON — 21058 — REGISTERED PROFESSIONAL ENGINEER

Date: 05-11-2022
ANSI D
Project Number: 21-058.2
Sheet Number: C3.1

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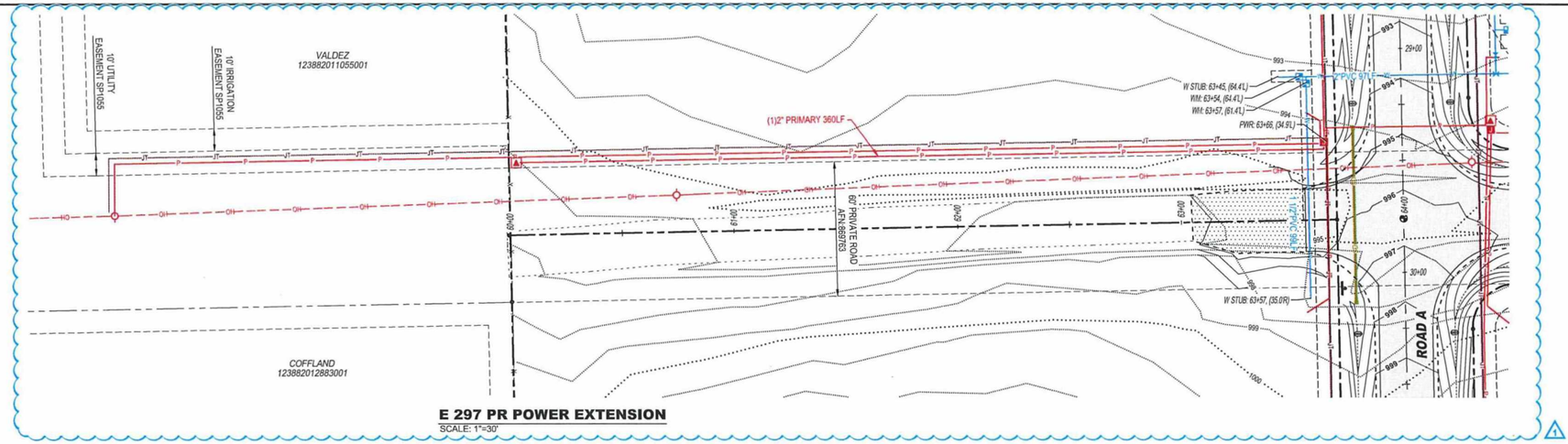

E 297 PR POWER EXTENSION
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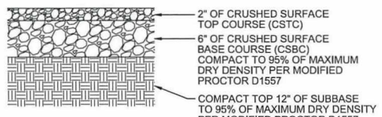
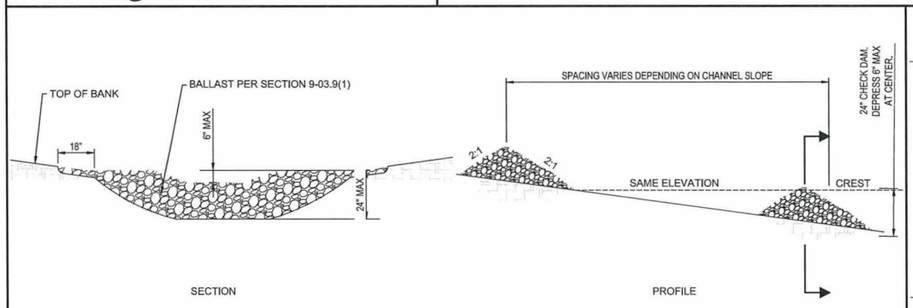
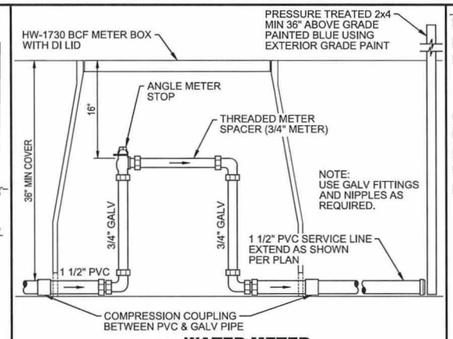


20 GRAVEL SECTION - HEAVY
C2.3, C3.1 SCALE: NONE



1 CHECK DAM DETAIL
C2.2 - C2.6, C3.1 SCALE: NTS



21 WATER METER
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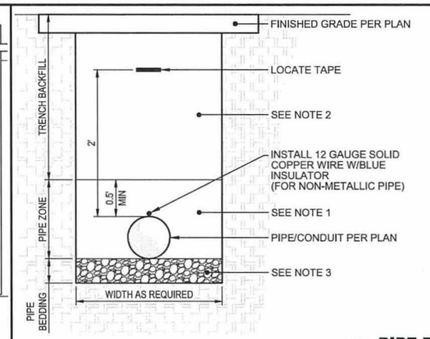
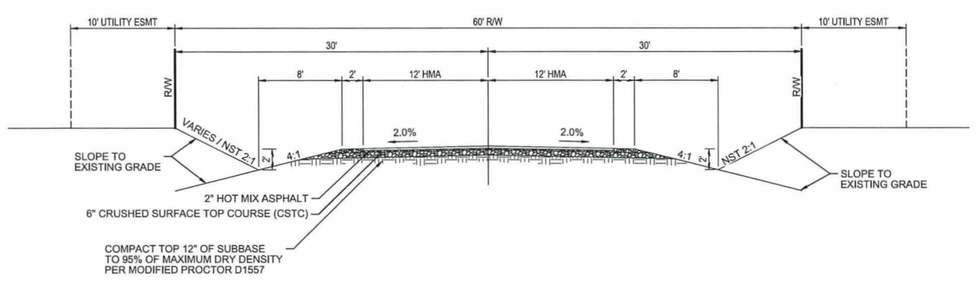


22 PIPE BEDDING
SCALE: NONE

NOTES:
1. PIPE ZONE BEDDING MATERIAL ABOVE THE BOTTOM OF SEWER, STORM, WATER, IRRIGATION, AND GAS PIPES, AND DRY UTILITY CONDUITS SHALL BE WELL GRADED EARTH OR SAND FREE FROM ORGANIC MATERIALS, CLAY, PAVEMENT DEBRIS, ROOTS, OR MOISTURE IN EXCESS OF THAT PERMITTING REQUIRED COMPACTION. ROCKS OR LUMPS GREATER THAN 1 INCH MAXIMUM SHALL NOT BE USED FOR PIPE ZONE BACKFILL.
2. TRENCH BACKFILL IN NEW ROADWAYS AND OUTSIDE ROAD PRISM SHALL MATCH REQUIREMENTS OF PIPE ZONE BEDDING BUT WITH NO ROCKS OR LUMPS GREATER THAN 6 INCH MAXIMUM SHALL NOT BE USED FOR TRENCH BACKFILL.
3. PIPE BEDDING MATERIAL:
   3.1. SANITARY SEWER PIPE - 5/8" MINUS CRUSHED ROCK.
   3.2. WATER, STORM, IRRIGATION, AND GAS PIPES, AND DRY UTILITY CONDUITS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF NOTE 1.
4. BACKFILL SHALL BE WET DOWN, PLACED IN MAXIMUM LIFTS OF 18 INCHES, AND MECHANICALLY COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER MODIFIED PROCTOR D1557.
5. HAND TAMP UNDER PIPE HAUNCHES AND PROVIDE UNIFORM SUPPORT UNDER PIPE BARREL.
6. TRENCH WIDTH TO BE 36" MINIMUM FOR PIPES 15 INCHES AND SMALLER, AND 1.5 TIMES THE NOMINAL DIAMETER PLUS 18 INCHES FOR PIPES 18 INCHES OR LARGER. TRENCH WIDTH TO BE 18 INCHES FOR CONDUIT AND SERVICE LINES 4 INCHES AND SMALLER.



2 E 297 PR SE
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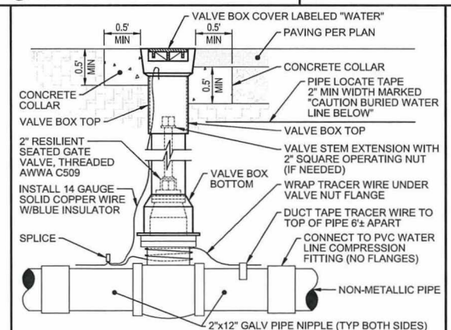

23 VALVE BOX
SCALE: NONE

SUB-2021-004

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Designed By: J FROELICH
Drawn By: D POOK / D CANCINO
Reference: 2021 Mammoth Acres Subdivision 11 V1
Plot Date: May 10, 2022 - 11:43:37 PM
File Path: P:\2021\21-058.1 R3T Ventures Mammoth Acres Subdivision\Dwgs

Rev	Description	Date	By
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1	REVIEW COMMENT RESPONSE	3-04-2022	JCF

Drawing Name
MAMMOTH ACRES SUBDVISION
E 297 PR SECTION DETAIL AND POWER EXTENTION
SEC'23 T08N R28E WM
Client/Project Information
R3T VENTURES
ROB DUNCAN (403)-795-5101
2410 N 4TH AVE., PASCO, WA 99301

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JASON C FROELICH — STATE OF WASHINGTON — 21932 — REGISTERED PROFESSIONAL ENGINEER

Date: 05-11-2022
Project Number: 21-058.2
Sheet Number: C3.2

DocuSign Envelope ID: 88118569-F6FC-4086-A737-19416D24824F

NOTES

GENERAL NOTES:

1. ALL CONSTRUCTION WORK AND MATERIALS ARE TO BE IN CONFORMANCE WITH CURRENT BENTON COUNTY STANDARD SPECIFICATIONS AND DETAILS AND THE CURRENT EDITION OF WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION (M41-10), EXCEPT WHERE SECTION 3.3 OF THE GEOTECHNICAL NOTES SPECIFIES A GREATER LEVEL OF COMPACTION.
2. THE CONTRACTOR SHALL, AT ALL TIMES DURING CONSTRUCTION, MAINTAIN PROPER DUST CONTROL IN ACCORDANCE WITH THE REQUIREMENTS OF THE BENTON CLEAN AIR AUTHORITY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DIRT, MUD & OTHER CONSTRUCTION DEBRIS, WHICH MAY ACCUMULATE ON PAVED STREETS ADJACENT TO THE SITE AS A RESULT OF THE CONSTRUCTION ACTIVITY. CLEANING SHALL BE ON A DAILY BASIS. NO MATERIAL SHALL BE ALLOWED TO SET DRY OR BE WASHED INTO THE BENTON COUNTY STORM DRAINAGE SYSTEM.
4. ELEVATION GRADES ARE SET USING THE BEST ENGINEERING JUDGEMENT AND INFORMATION GIVEN. IF DISCREPANCIES, OMISSIONS, OR ERRORS ARE ENCOUNTERED DURING CONSTRUCTION STAKING, CONTACT HARMS ENGINEERING IMMEDIATELY BEFORE PROCEEDING WITH CONSTRUCTION.
5. ALL UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY EXACT LOCATIONS WITH UTILITY COMPANIES PRIOR TO TRENCHING
6. CERTIFICATION THAT ROAD CONSTRUCTION WAS CONSTRUCTED PER APPROVED PLANS AND STANDARD SPECIFICATIONS SHALL BE PROVIDED BY A LICENSED WASHINGTON STATE PROFESSIONAL ENGINEER.

ROAD CONSTRUCTION NOTES:

1. TRAFFIC THROUGH THE INTERSECTION SHALL REMAIN OPEN AT ALL TIMES. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE BENTON COUNTY ROAD DEPARTMENT FOR REVIEW BEFORE CONSTRUCTION.
2. BENTON COUNTY REQUIRES A PERFORMANCE BOND FOR UTILITY WORK WITHIN THE RIGHT OF WAY.
3. VISUAL INSPECTION SHALL BE REQUIRED BEFORE BACKFILLING, THEN COMPACTION TESTING AT THE TOP OF SUBGRADE AND FINISHED HMA. CALL AND SCHEDULE AT LEAST 24 HOURS BEFORE INSPECTION IS NEEDED.
4. CONTRACTOR SHALL COMPLETE AND SUBMIT A UTILITY ENCROACHMENT PERMIT APPLICATION TO BENTON COUNTY ROAD DEPARTMENT A MINIMUM OF 10 DAYS PRIOR TO STARTING WORK.
5. INSTALL COUNTY ROAD APPROACH PER BENTON CO STD PLAN R-4.
6. INSTALL TRENCH CROSSINGS PER BENTON CO STD PLAN R-5.
7. REPAIR ASPHALT SURFACING PER BENTON CO STD PLAN R-9.
8. INSTALL MONUMENT CASE AND COVER FOR STREET INTERSECTION PER BENTON CO STD PLAN R-14B.
9. INSTALL CULVERT END SECTION PER BENTON CO STD PLAN R-19.
10. 24 HOURS TO PAVING THE CONTRACTOR IS REQUIRED TO USE STERILANT AND PROVIDE THE COUNTY WITH A REPORT.
11. ASPHALT PLANTS SHALL PROVIDE PERCENT BINDER. PERCENT BINDER IS TO BE DETERMINED FROM SAMPLES COLLECTED DURING PAVING BY THE ENGINEERING CONSULTANT.
12. COMPACTION AND ASPHALT PLACEMENT SHALL FOLLOW THE MOST CURRENT VERSION OF THE WSDOT STANDARD SPECIFICATIONS.
13. COMPACTION TESTING RESULTS DONE BY AN INDEPENDENT AGENCY SHALL BE PROVIDED TO THE COUNTY PRIOR TO PLACEMENT OF ADDITIONAL LIFTS.
14. COMPACTION TESTS SHALL BE PERFORMED AT ONE-FOOT LIFTS FOR EACH MATERIAL.
15. ALL JOINTS BETWEEN NEW AND EXISTING ASPHALT SHALL BE CRACKSEALED.
16. BACKFILL SHALL BE PERFORMED BY WSDOT STANDARD SPECIFICATIONS.
17. COMPACTION TESTING IS REQUIRED EVERY 100 FEET FOR EVERY TWO FEET OF EARTH EMBANKMENT MATERIAL INSTALLED.
18. ALL EARTH EMBANKMENT MATERIAL AND TRENCH BACKFILL (AS SPECIFIED IN SECTION 2-03.3(14) OF THE WSDOT STANDARD SPECIFICATION) SHALL BE INSTALLED PER METHOD C (SEE SECTION 2-03.3(14)C.
19. COMPACTION TESTING IS REQUIRED EVERY 100 FEET FOR SUBGRADE AND TOP COURSE.
20. COMPACTION TESTING WILL BE REQUIRED EVERY 200 FEET FOR THE INSTALLATION OF HMA.
21. THE COUNTY SHALL BE INFORMED OF ALL COMPACTION TESTING AT LEAST 24 HOURS PRIOR TO ITS OCCURRENCE AND SHALL BE PRESENT FOR ALL TESTING UNLESS OTHERWISE SPECIFIED BY THE COUNTY ENGINEER. IF THE COUNTY CANNOT BE PRESENT, TESTING WILL NEED TO BE RESCHEDULED TO AN ADEQUATE TIME.
22. COMPACTION TEST DATA SHALL BE FURNISHED TO THE COUNTY ENGINEER WITHIN 22HR OF TESTING.

GEOTECHNICAL NOTES:

A GEOTECHNICAL REPORT, DATED JUNE 28, 2021 BY BAER TESTING, INC., HAS BEEN PREPARED FOR THIS SITE. REFER TO REPORT FOR COMPLETE RECOMMENDATIONS AND GUIDANCE.

1. SOILS
   - 1.1. THE SUBSURFACE PROFILE GENERALLY CONSISTS OF SANDY SILT (ML) AND SILT WITH SAND (ML), WHICH EXTENDED TO THE FULL EXCAVATION DEPTHS OF 9 TO 11 FEET BELOW GROUND SURFACE (BGS). STRINGERS OF GRAVEL WERE ENCOUNTERED IN ONE TEST PIT ABOUT 5 FT BGS.
   - 1.2. GROUNDWATER WAS NOT ENCOUNTERED IN THE TEST PITS.
2. SLOPES:
   - 2.1. SLOPES ON LOTS 1, 2 AND 3 ARE GREATER THAN 15 PERCENT.
   - 2.2. TO MITIGATE STEEP SLOPES, CONTRACTOR SHALL PREPARE SLOPES AND PLACE FILL AS REQUIRED BY IBC 2018 APPENDIX J.
   - 2.3. MAXIMUM CUT AND FILL SLOPES SHALL BE 2H:1V.
3. SUBGRADE PREPARATION:
   - 3.0.1. REMOVE ANY EXISTING VEGETATION AND SURFACE MATERIALS WITHIN THE CONSTRUCTION AREA.
   - 3.0.2. APPROXIMATELY 6 INCHES OF TOPSOIL IS ANTICIPATED TO BE REMOVED.
   - 3.0.3. SOIL MATERIALS STRIPPED FROM THE SITE (WITHOUT DEBRIS) MAY BE STOCKPILED FOR USE IN FUTURE LANDSCAPE AREAS BUT MAY NOT BE USED AS STRUCTURAL FILL.
   - 3.0.4. MOISTURE CONDITION EXPOSED SUBGRADE TO WITHIN 2 PERCENT OF OPTIUM IN THE UPPER 1 FT AND COMPACT TO A MINIMUM OF 92% OF THE MAXIMUM DRY DENSITY PER ASTM D1557.
   - 3.0.5. PROOF-ROLL SUBGRADE WITH A LOADED WATER TRUCK OR DUMP TRUCK TO VERIFY COMPACTION.
   - 3.1. MATERIAL REUSE
     - 3.1.1. ON-SITE SANDY SILT AND SILT WITH SAND, FREE OF ORGANICS AND DEBRIS, WITH MATERIAL LARGER THAN 3-INCHES REMOVED, INCLUDING COBBLES AND BOULDERS, MAY BE USED FOR GENERAL FILL AND BACKFILL.
   - 3.2. FILL
     - 3.2.1. TO REDUCE THE POTENTIAL FOR SLIDE PLANES BETWEEN NATIVE AND STRUCTURAL FILL SOILS, CONSTRUCT FILL WITH A KEY WAY AND 2 FT BENCHES PER IBC 2018 APPENDIX J.
     - 3.2.2. IMPORTED FILL, IF NEEDED, SHOULD BE WELL-GRADED, 2-INCH MINUS, PIT-RUN SAND AND GRAVEL WITH LESS THAN 5 PERCENT FINES.
   - 3.3. PACEMENT AND COMPACTION
     - 3.3.1. FILL AND BACKFILL SHOULD BE MOISTURE CONDITIONED TO WITHIN 2 PERCENT OF OPTIMUM, PLACED IN MAXIMUM 8-INCH LOOSE LIFTS
     - 3.3.2. COMPACTION OF STRUCTURAL FILL TO BE 95% OF THE MAXIMUM DRY DENSITY PER ASTM D1557.
     - 3.3.3. TEST COMPACTION EVERY 50 CY OF FILL.

POWER (BENTON PUD):

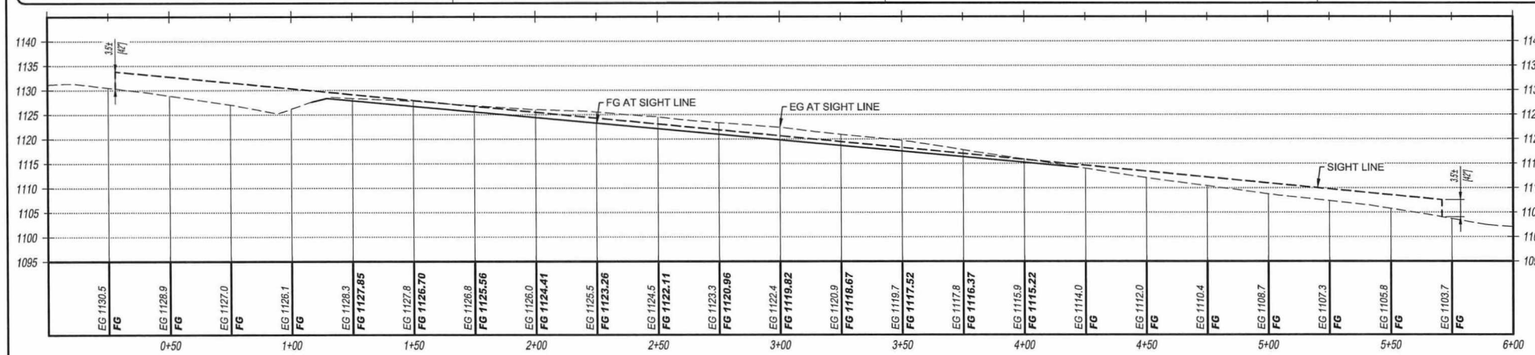
1. THE CONTRACTOR TO PROVIDE ALL TRENCHING AND BACKFILL, PROVIDE AND INSTALL SECONDARY CONDUIT AND CONDUCTORS FROM THE TRANSFORMERS TO THE METER BASES.
2. BENTON PUD TO PROVIDE AND INSTALL THE PRIMARY CONDUIT, CONDUCTORS, TRANSFORMER BOXES, AND TRANSFORMERS.
3. ALL UTILITY WORK TO BE DONE IN ACCORDANCE WITH CURRENT BENTON PUBLIC UTILITIES DISTRICT (BPUD) STANDARDS AND SPECIFICATIONS.
4. MINIMUM TRENCH COVER REQUIREMENTS:
   - 4.1. 42" COVER FOR PRIMARY CABLE (OVER 600 VOLT).
   - 4.2. 32" COVER FOR SECONDARY CABLE (600 VOLT OR LESS).
5. BENTON PUD TYPICAL NOTES:
   - 5.1. THE CONTRACTOR WILL CALL ALL UNDERGROUND UTILITY COMPANIES FOR THEIR RESPECTIVE EXISTING UTILITY LOCATION PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ON THIS PROJECT. CALL 811 OR 1-(800)-424-5555 BEFORE YOU DIG.
   - 5.2. THE CONTRACTOR WILL COMPACT ALL UTILITY TRENCHING WITHIN STREET R/W TO 95% OF THE MAXIMUM DENSITY. THE CONTRACTOR WILL COMPACT ALL UTILITY TRENCHING OUTSIDE OF THE STREET R/W TO 85% OF THE MAXIMUM DENSITY.
   - 5.3. THE CONTRACTOR WILL PROVIDE ALL TRENCH AND BACKFILL NECESSARY FOR INSTALLATION OF BENTON COUNTY PUBLIC UTILITY DISTRICT (BPUD) FACILITIES.
   - 5.4. THE CONTRACTOR WILL COMPLY WITH BPUD STANDARDS AND SPECIFICATIONS. TYPICAL TRENCH WILL BE 16" MINIMUM WIDTH AND 42" MINIMUM COVER (NOT TO EXCEED 48" DEPTH WITHOUT CONTACTING BPUD TO ASSURE COMPLIANCE WITH WAC 296-155-657). ROAD CROSSING COVER MAY BE REDUCED TO 32" MEASURED FROM THE TOP OF CONDUIT. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO BPUD FACILITIES (INCLUDES PHYSICAL DAMAGE, GRADE CHANGES, CLEARANCE REDUCTIONS AND FILL SETTLING) ON THIS SITE.
   - 5.5. THE CONTRACTOR WILL PROVIDE ALL GRADES, PROPERTY CORNER LOCATIONS OR OTHER REFERENCE POINTS NECESSARY TO DETERMINE LOCATION AND DEPTH OF BPUD FACILITIES.
   - 5.6. THE CONTRACTOR IS RESPONSIBLE FOR APPLYING FOR AND OBTAINING ALL PERMITS NECESSARY AS SET FORTH UNDER WAC 332-120. FURTHERMORE, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BE IN COMPLIANCE WITH WAC 296-155-428, GENERAL REQUIREMENTS. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ADHERE TO ALL OF THE REQUIREMENTS OF THIS CHAPTER.
   - 5.7. IT IS THE DEVELOPER'S RESPONSIBILITY TO BE IN COMPLIANCE WITH WAC 296-46B-450, AS OUTLINED UNDER PARAGRAPH HEADING, EQUIPMENT FOR GENERAL USE - TRANSFORMERS AND TRANSFORMER VAULTS.
6. PROVIDE INSTALLATION CLEARANCES FOR COMMERCIAL AND RESIDENTIAL TRANSFORMERS PER BENTON PUD STD DWG Q-6C.
7. INSTALL TRANSFORMERS PER BENTON PUD STD DWG UG6-C, SHEETS 1 AND 2.
8. INSTALL METER PEDESTAL PER BENTON PUD STD DWG Q-5G.
9. INSTALL POWER CONDUITS PER BENTON PUD STD DWG UG3-2.

PRIVATE WATER SYSTEM NOTES:

1. PRIVATE WATER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH THE CITY OF KENNEWICK STANDARD SPECIFICATIONS SECTION 4. MATERIALS SHALL BE AS SPECIFIED BELOW.

WATER LINES TO BE 2" AND 1 ½" PVC, ASTM D2241, SDR 21, 200 PSI, NSF 61 APPRVOED.

2. FITTINGS TO BE PVC, SCH 40 (IPS), ASTM D2466, NSF 61 APPROVED.
3. VALVES SHALL BE RESILIENT SEATED GATE VALVES, AWWA C509, THREADED, W/ 2" OPERATING NUT, OPEN LEFT.
4. VALVE BOXES SHALL BE CAST IRON SLIDING TYPE, TYLER NO. 6855 SERIES OR EAST JORDAN 6800 SERIES COVER AND 8555 VALVE BOX BOTTOM AND TOP. INSTALL VALVE BOXES PER CITY OF KENNEWICK STANDARD DRAWING 3-4.
5. METER BOX SHALL BE OLDCASTLE ENCLOSURE SOLUTIONS, CARSON WATER HW-1730 BCF WITH DUCTILE IRON LIDS.
6. ANGLE METER VALVE SHALL BE FORD BA13-232WR-NL.
7. TRACER WIRE TO BE 14-GAUGE HEAVY INSULATED (60 MIL) COPPER WIRE WITH UF INSULATION COLORED BLUE.
8. INSTALL PIPE BEDDING AND WATER LINE TRENCHING PER DETAIL 22 SHEET C3.2
9. INSTALL VALVE BOXES AND TRACER WIRE PER DETAIL 23 SHEET C3.2
10. INSTALL TRACER WIRE PER CITY OF KENNEWICK STD DWG 4-9.
11. INSTALL WATER SERVICE WITH ANGLE METER STOP AND METER BOX PER DETAIL 21 SHEET C3.2
12. INSTALL WATER LINES, VALVES, AND SERVICES AS SHOWN ON THE PLANS. EXTEND SERVICE LINES AND INSTALL A CAP AND PRESSURE TREATED WOOD POST PAINTED BLUE TO MARK THE END OF THE SERVICE LINES.



SIGHT DISTANCE TRIANGLE PROFILE
SCALE: 1"=30' (H), 1"=10' (V)

SUB-2021-004

COUNTY ENGINEER APPROVAL

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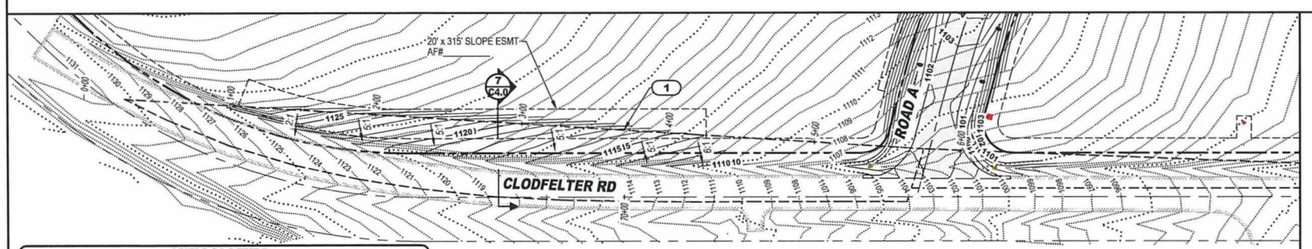
EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR TO VERIFY LOCATIONS WITH UTILITY COMPANIES AND/OR PRIVATE UTILITY LOCATOR PRIOR TO TRENCHING.

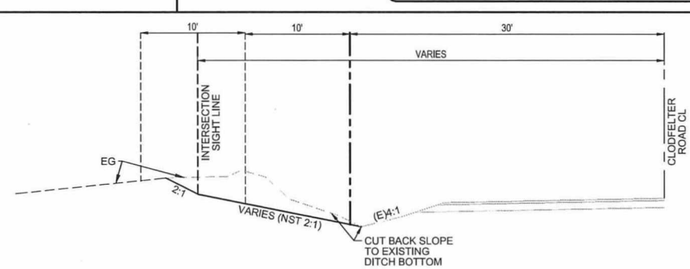
CALL 2 BUSINESS DAYS BEFORE YOU DIG: 811



KEY NOTES

(1) CUT BACK EXISTING GRADE AS SHOWN TO ALLOW FOR ADEQUATE SIGHT DISTANCE AT ROAD A & CLODFELTER ROAD INTERSECTION.

SIGHT TRIANGLE GRADING PLAN
3 / C3.7 SCALE: NONE



SIGHT LINE CUT SECTION
7 / C4.0 SCALE: NTS

HARMS ENGINEERING, INC.
1632 W Sylvester Street, Pasco WA 99301 | 509.547.2679 | HarmsEngineering.com

Rev	Description	By	Date
1	REVIEW COMMENT RESPONSE	JCF	5-04-2022
2	REVIEW COMMENT RESPONSE	DLP	4-20-2022
3	BPUD POWER ADDITIONS AND EXTENSION	DLP	5-11-2022

Designed By: J.FROELICH
Drawn By: D.POOK / D.CORONO
Checked By: J.FROELICH
File Path: P:\2021\21-058.1 RST Ventures Mammoth Acres Subdivision 13 Lt\Civil\Engineering\Plans\Mammoth Acres Subdivision.dwg
May 12, 2022, 11:44:47 AM

SEC T 23 T 10 8N R 28E WM

MAMMOTH ACRES SUBDIVISION
NOTES AND DETAILS
CLODFELTER ROAD, BENTON COUNTY, WA

Client/Project Information

R3T VENTURES
ROB DUNCAN (403)-795-5101
2410 N 41H AVE., PASCO, WA 99301

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Drawing Name

JASON C FROELICH — STATE OF WASHINGTON — 21023285 — REGISTERED PROFESSIONAL ENGINEER — MAY 11, 2022

Date: 05-11-2022 (ANSI D)
Project Number: 21-058.2
Sheet Number: C4.0

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7th, 2022
Subject:	Zayo Group, LLC.; Franchise Renewal
Presenter:	N/A
Prepared By:	Jackie Mayfield
Reviewed By:	Cristina Woods

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

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

Summary / Background Information

Zayo Group, LLC, has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held March 29th, 2022, to consider the request of Zayo Group, LLC. who has applied for a nonexclusive franchise to have fiber optic telecommunications system and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Zayo Group, LLC, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO ZAYO GROUP, LLC TO PLACE FIBER OPTIC TELECOMMUNICATIONS SYSTEMS AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was March 29th, 2022 to consider the request of Zayo Group, LLC who has applied for a nonexclusive franchise to place fiber optic telecommunications systems and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring March 31st, 2032, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Zayo Group, LLC has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise Zayo Group, LLC for fiber optic telecommunications systems and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 7th of June, 2022

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works JMayfield

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Zayo Group, LLC

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF ZAYO GROUP, LLC FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE FIBER OPTIC TELECOMMUNICATIONS SYSTEMS AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of ZAYO GROUP, LLC, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove FIBER OPTIC TELECOMMUNICATIONS SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the

corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to ZAYO GROUP, LLC, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove FIBER OPTIC TELECOMMUNICATIONS SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED
APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire March 31st, 2032.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

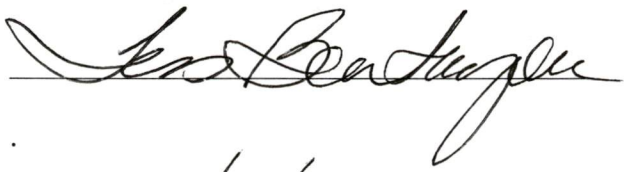
Tess Bentayou
1805 29th Street Suite 2050
Boulder, CO 33647

Phone: (813) 363-6797

E-mail: tess.bentayou@zayo.com

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:



Date 4/29/22

FOR BENTON COUNTY, WASHINGTON.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

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

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date 4/1/22

ATTEST:

_____
Clerk of the Board

Date_____

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Comprehensive Energy Audit Contract w/Sazan Group, Inc.
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing

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

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

Summary/Background:

On May 7, 2019, the Clean Buildings bill (HB 1257, 2019) was signed into law. The objective is to lower costs and pollution from fossil fuel consumption in the State's existing buildings, especially large commercial buildings. The law requires the Washington State Department of Commerce to develop and implement an energy performance standard for these buildings and provide incentives to encourage efficiency improvements.

Clean Buildings Performance Standard

In 2019, the Legislature directed Commerce to adopt the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 100-2018 as a base, and establish energy use intensity targets (EUIt) specific to Washington state for different building occupancy types.

Commerce conducted 15 workshops and comment periods from 2019 through 2020 to establish the new standard and set state-specific targets that are 15% less than 2009-2018 averages. The targets are based on data showing the average energy use for commercial buildings larger than 50,000 square feet as well as the downward trend in energy use resulting from new technology and maintenance or operation practices. Examples include the replacement cycle of lighting to LEDs and trends in building tune-ups and operations.

The new rules filed on October 30, 2020, known as WAC 194-50, implement Washington's landmark Clean Buildings Performance Standard enacted in 2019 (Chapter 285, Laws 2019). The law required Commerce to develop and implement an energy performance standard for commercial buildings greater than 50,000 square feet and provide incentives to encourage energy efficiency improvements. Industrial and agricultural buildings are exempt from the standard.

How to Comply:

The Clean Buildings Performance Standard is mandatory for all **covered commercial buildings** located in the State of Washington. A **covered commercial building** is a building where the sum of nonresidential, hotel, motel, and dormitory floor areas exceeds 50,000 gross square feet, excluding the parking garage area.

The building owner of a **covered commercial building** must report compliance with the standard to the department in accordance with the initial compliance schedule as follows and every five years thereafter.

Compliance dates are by building size

- **June 1, 2026 –** 220,001+ square feet
- **June 1, 2027 –** 90,001- 220,000 square feet
- **June 1, 2028** – 50,000- 90,000 square feet

Building owners will receive a letter with instructions on how to log into the Clean Buildings Portal to verify the accuracy of the building's characteristics and to submit required compliance documentation.

Potential of Fines/Penalties:

The Washington State Department of Commerce will penalize building owners in the case of noncompliance. Penalties of up to $5,000 annually plus a daily fine of up to $1 per year per square foot will be assessed. Fines are not to exceed 18 months of accrued penalty.

How does it apply to Benton County?

Benton County received its notification on October 15, 2021, from the Department of Commerce. The letter listed that Benton County had two buildings under the Health District Building and the Kennewick Justice Center/Jail Facility. After the initial review, it was determined internally that the Health District Building does not meet the 50k sqft threshold. County Staff will work with the State to ensure that Health District Building is removed from the list. The Kennewick Justice Center/Jail does meet the requirement as the entire building is approximately 275k sqft. As the requirements stated above, the County will have to bring the Kennewick Justice Center/Jail Facility into compliance by June 1, 2026, if it doesn't already meet the benchmark performance requirements.

What are Benton County's next steps?

According to the information mentioned above and in the Clean Buildings Act, a Level 2 ASHRAE energy audit needs to be performed by a qualified energy auditor practicing in their field of competency. Once that is complete, the results need to be shared with the State of Washington. If the energy audit finds that Kennewick Justice Center/Jail meets the benchmark performance requirement, nothing needs to be done further. Suppose the energy audit finds that the Kennewick Justice Center/Jail does not meet, which is the more likely scenario, the County will need to put together a plan to bring the building into compliance by the deadline mentioned above and report back at least 12-months of records that show compliance.

What has been done to date?

County staff put together a Request for Qualifications (RFQ) and sent it out to qualified consultants. Staff received seven responses and scored them based on the scoring rubric in the RFQ. Staff then interviewed the top-scoring consultant to ensure that they could meet our expectations. Staff then worked with a consultant to draft the scope of work documents to ensure that the County meets the requirement outlined in the Clean Buildings Act. A Professional Services Contract was then prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney.

Fiscal Impact

Amount: $188,363.00 excluding W.S.S.T.
Fund: Fund # 0305-101 Capital Projects Fund

Recommendation

The committee recommends the approval of the professional service contract with Sazan Group, Inc. for the comprehensive energy audit of the Kennewick Justice Center and Jail Facility.

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH SAZAN GROUP, INC. FOR PERFORMING A COMPREHENSIVE ENERGY AUDIT OF THE KENNEWICK JUSTICE CENTER AND JAIL FACILITY

WHEREAS, on May 7, 2019, the Clean Buildings Act (HB 1257, 2019) was signed into law. The objective is to lower costs and pollution from fossil fuel consumption in the State's existing buildings, especially large commercial buildings. The law requires the Washington State Department of Commerce to develop and implement an energy performance standard for these buildings and provide incentives to encourage efficiency improvements; and

WHEREAS, the Kennewick Justice Center and Jail Facility falls under general guidelines set forth in the Clean Buildings Act; and

WHEREAS, the initial step to comply with the requirements of the Clean Building Act is to have a comprehensive energy audit done on Kennewick Justice Center and Jail Facility to determine the benchmark energy performance of the building; and

WHEREAS, qualifications were solicited to provide the comprehensive energy audit for the Kennewick Justice Center and Jail Facility; and

WHEREAS, after a review of the qualifications submitted, it was determined that Sazan Group, Inc. would best be able to provide the services needed; and

WHEREAS, a Professional Services Contract has been prepared, reviewed and approved as to form by our departmental deputy prosecuting attorney, and signed by Sazan Group, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners hereby approves the Professional Services Contract with Sazan Group, Inc. to provide a comprehensive energy audit for the Kennewick Justice Center and Jail Facility, with a maximum total amount payable not to exceed $188,363.00, excluding Washington State Sales Tax, unless agreed to by amendment by both parties; and

BE IT FURTHER RESOLVED, the term of this contract commences on this date and terminates on May 31, 2027.

Dated this 7th day of June 2022.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Purchasing Department
c: Auditor, PA, Procurement

P. Schut

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BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SAZAN GROUP, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 600 Stewart, ST; STE 1400, Seattle, WA 98101-1260 (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 & Fees; and

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on May 31, 2027. 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 perform complete a commercial grade energy audit of the Kennewick Justice Center & Jail in accordance to the requirements set forth in the Clean Buildings Act (HB 1257,2019). The CONTRACTOR shall also provide the COUNTY a Capital Improvement Plan that will help with the meeting the energy performance measures found in above mentioned Energy Audit. The COUNTY, at its sole discretion, may exercise either Option 1 or 2. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials.

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Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Dan Tedrow
Address:	11 SW 5th Ave; STE 3210 Portland, OR 97204
Phone:	503-416-2408
Email:	dtedrow@sazan.com

b. For COUNTY:

Name:	Robert Blain
Address:	7122 W Okanogan Place; STE E330 Kennewick, WA 99336
Phone:	509-736-2704
Email:	robert.blain@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Scope of Work & 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 One-Hundred

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Eighty-Eight Thousand Three Hundred Sixty-Three Dollars and Zero Cents ($188,363), excluding W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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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.**

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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

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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

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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

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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

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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.

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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, with the exception of Estimating and Building Envelope subcontractors.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm,

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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.

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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

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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,

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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

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8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated:_____

FOR: BENTON COUNTY

Chairman

Approved as to Form

Civil Deputy Prosecuting Attorney

Dated: 5/26/2022

FOR: SAZAN GROUP, INC.

DocuSigned by:
A7B817C944294BA...
Signature

Principal
Title:

Dan Tedrow
Print Name

Paul Schut

From: Eric Andrews
Sent: Monday, May 2, 2022 9:38 AM
To: Paul Schut
Subject: RE: Contract Review - Clean Buildings Act

I approve as to form.

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

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From: Paul Schut <Paul.Schut@co.benton.wa.us>
Sent: Thursday, April 28, 2022 4:39 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: Contract Review - Clean Buildings Act

Eric,

Attached for your review is a contract to perform a commercial-grade energy audit of the Justice Center/Jail Buildings(275K sqft). The State passed the Clean Buildings Act(HB 1257) back in 2019. It requires any building over 50k sqft to meet certain energy standards by June 1st, 2026, and report back with at least 12 months of records that we meet those requirements. That is why you see that the termination set so far out.

Thanks,

Paul Schut
Procurement & Contract Coordinator
Benton County Purchasing Department
509-737-3943

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SÄZÄN GROUP

April 27, 2022

Paul Schut
Procurement & Contract Coordinator
Benton County Purchasing Department
Washington

SUBJECT: Benton County Clean Building Act Scope of Work _Rev 1

Dear Paul,

Thank you for the opportunity to work with you and the Benton County Team on the Justice Center/Jail Clean Building Act – Energy Performance Audit project. The below scope of work represents our best judgment of the tasks required to obtain compliance with the CBA for this complex set of justice center buildings. Based on our discussions with you on April 22, we have updated the scope of work to align expectations. We are accelerating the schedule and are assuming a “worst-case scenario” for the scope of work. Note that work items may change as we dig into the project.

Proposed Clean Building Act – Energy Performance Audit Scope of Work

1. **Project Planning and Management**
    a. Establish and provide project management strategy to execute the project.
    b. Develop project management and communications plan.
    c. Conduct up to 6 progress meetings.
2. **Discovery Phase**
    The discovery phase consists of the upfront evaluation of the facility to determine project goals and definition of project success.
    a. Conduct a virtual kick-off meeting with the Benton County team.
    b. Obtain and review existing building’s architectural, mechanical, and electrical design documents, TAB data O&M documents, and other prior relevant reports provided by Benton County.
    c. Obtain utility usage and cost information to benchmark building energy performance.
    d. Determine building’s gross square footage per Washington State CBA definition and validate Energy Use Intensity (EUI) target.
    e. Conduct up to two days of walk-throughs with the project team to:
        i. Familiarize ourselves with the building construction, equipment, operations, and maintenance.
        ii. Meet with the owner’s facility group virtually to discuss ongoing operations and any issues with HVAC, envelope, plumbing, lighting systems, and controls.
        iii. Collect field information to assess energy-using systems and equipment.
    f. Develop memorandum documenting discovery phase findings and observations.

600 Stewart Street
Suite 1400
Seattle, Washington 98101
Tel 206.267.1700

111 SW Fifth Avenue
Suite 3210
Portland, Oregon 97204
Tel 503.416.2400

311 East Veterans Way
Suite 102
Tempe, Arizona 85281
Tel 480.201.3243

sazan.com

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3. Define Phase

Identify potential energy savings and cost analyses based on discovery phase findings.

a. Review and assess existing systems, including:
    i. HVAC Types, Age, Condition: Report condition, expected remaining life, and provide recommendations for replacing vs. repairing.
    ii. Electrical Systems and Service: Review main distribution/service and sub distribution panels for age, function, and future availability of new breakers.
    iii. Lighting System Adequacy/Application: Assess availability of parts and provide a report for any recommended improvements.
    iv. Plumbing Systems Materials and Condition: Review domestic water heating systems type and condition.
    v. Building envelope.
b. Develop energy model to evaluate EEM performance
c. Identify low-cost or no-cost changes to the building's operation or equipment that can result in energy savings.
d. Identify and evaluate up to 20 Energy Efficiency Measures (EEMs).
e. Facilitate up to three virtual meetings to refine EEM packages.

4. Report Phase

Develop project deliverables to achieve CBA compliance.

a. Create a draft ASHRAE Level II energy audit and life cycle analysis per the requirements of the CBA. Include equipment condition and remaining useful life.
b. Develop capital improvement plan listing energy savings projects and projected
c. Present the final report to Benton County stakeholders in a virtual meeting.
d. Create draft energy management compliance plan
e. Collect comments and provide one report revision based on one compiled set of collected comments.
f. Deliver the final report to the County.

Base Scope Deliverables

1. Project Management Plan
2. Memo of Discovery Phase findings
3. Energy Model of Justice Center/Jail
4. EEM lists and write ups
5. ASHRAE Level II Energy Audit Report
6. Capital Improvement Plan

Option 1: Refine Phase

Refine the energy and financial analysis with greater details and accuracy, including phased EEM packages implementation.

a. Select up to five priority EEMs for further refinement.
b. Align strategies with other potential County infrastructure renewal projects.
c. Rate and rank EEMs and investigate opportunities to bundle projects.

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d. Review constructability and risk associated with each EEM
e. Conduct one capital project coordination meeting with the County
f. Develop AACE level 4 cost estimates to address condition deficiencies identified in the assessment look for areas of alignment with EEM packages to develop a prioritized final list of recommendations for Capital Projects to pursue.
g. Develop detailed write up for each priority EEM/Project.

Option 2: Follow-Up Phase
Provide follow up consulting services to assist with project implementation and compliance with the Clean Building Act.

a. Provide up to 40 hours of coordination to assist the County as needed to ensure CBA compliance.
b. Provide up to 24 hours to assist the County with integrating the recommended EEM's into capital projects and providing energy start support.

Option Item Deliverables
1. Detailed EEM development narratives for up to 5 projects
2. Develop risk register for each EEM narrative
3. AACE Level 4 Cost estimate for each EEM narrative
4. Coordination and incorporation of data into Capital Plan
5. As needed assistance to assist with CBA implementation

Project Assumptions
1. The scope of work is developed from our initial understanding of the project to obtain compliance with the Clean Buildings Act. The method, means, work items, and schedule may change based on project dynamics once the project work begins.
2. Conduct one kick-off meeting.
3. Provide up to three days of site visits for the project team.
4. Provide up to eight Project Management progress meetings.
5. Conduct one Capital project coordination meeting.
6. Obtain one compiled round of client comments on the draft deliverable.
7. Project schedule is accelerated to deliver the draft report by August 1.

Project Investment
The Project is a lump-sum that will be billed on a percent complete basis. Any scope changes will be discussed with the owner if more effective avenues to achieve compliance are identified. The breakdown of hours and rates for each phase are below.

Base Scope of Work
- Project Planning and Management.... $31,490
- Discovery Phase $28,486
- Define Phase $51,340
- Report Phase $32,660
- Estimated ODCs $3,666
  Base Project Total $147,643

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Option Items

- Option 1 - Refine Phase $36,120
- Option 2 - Follow-Up Phase..... $4,600

Base + Options Project Total $188,363

The Säzän team is fully committed to delivering high quality consulting services to obtain compliance with the Clean Buildings Act. We look forward to working with you to make the project a success. Please let us know if you have any questions or need any adjustments to the proposed scope.

Sincerely,

Säzän Group, Inc.

Dan Tedrow, PE, PMP
Principal
303-746-9027

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PROPOSED SCOPE OF WORK MATRIX		Engineering Tech	PIC	Team Leader	Mech Evaluator	Energy Modeler	Data analytics	PM Support/Coordination	Estimator
	FIRM	SES	SES	SES	SES	SES	SES	SES	JLD
	Resource	Thanh	Dan T	Tom M	Phil M	Gaurav M	Astrid S	Julia S	John D
	Rate	$115.00	$245.00	$240.00	$180.00	$185.00	$165.00	$125.00	$231.00
PROJECT PLANNING AND MANAGEMENT		**72**	**64**	**9**	**7**	**11**	**5**	**10**	**0**
Project Management/Coordination		32	24	2				4	
Project Management Plan		4	4	2	2	2	2	2	
Communications Plan		4	4	1	1	1	1	2	
Progress Meetings x8		32	32	4	4	8	2	2	
DISCOVERY PHASE		**40**	**24**	**6**	**21**	**42**	**8**	**0**	**16**
Obtain and review energy data		8	2	2		16			
CBA Documentation, EUI Analysis				2			8		
Kick-off Meeting		8	4	2	1	2			
As-builts Review		8	2		4	8			
Site Assessments (w/ Reporting) x2		16	16		16	16			16
ANALYSIS PHASE		**52**	**52**	**16**	**37**	**116**	**4**	**0**	**0**
HVAC Review and analysis		16	16	8	16	4			
Electrical Review				2	4	4			
Lighting Review		4		2	8	4			
Plumbing Review			4		5	4			
Building Envelope						4			
Energy Modeling						80			
Energy Saving Cost Analysis			8						
EEM Package Development		24	16	2	4	8	4		
Virtual Meetings x3		8	8	2		8			
REPORT PHASE		**52**	**30**	**10**	**9**	**14**	**12**	**12**	**40**
Develop Draft Energy Audit Report		24	8	4	8	8	4	8	
Stakeholder Presentation		4	2	2		2			
Develop Energy Management Plan		8	8	2			2		
Final Energy Audit Report		8	4			2	2	2	
Cost Estimating and Capital Plan		8	8	2	1	2	4	2	40

Figure 2 - Base Scope of Work Level of Effort

PROPOSED SCOPE OF WORK MATRIX		Engineering Tech	PIC	Team Leader	Mech Evaluator	Energy Modeler	Data analytics	PM Support/Coordination	Estimator
	FIRM	SES	SES	SES	SES	SES	SES	SES	JLD
	Resource	Thanh	Dan T	Tom M	Phil M	Gaurav M	Astrid S	Julia S	John D
	Rate	$115.00	$245.00	$240.00	$180.00	$185.00	$165.00	$125.00	$231.00
Option 1 - REFINE PHASE		**60**	**36**	**10**	**24**	**24**	**0**	**0**	**40**
EEM Package Refinement		24	16	4	16	12			
EEM Constructability Review and Risk		4	4	2		4			
Capital Project Coordination Meeting x1		8	8	2		4			
AACE Level 4 Cost Estimation		8	4						40
EEM Write-up		16	4	2	8	4			
Option 2 - FOLLOW-UP PHASE		**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Compliance Coordination (44 hours)		40							
EnergyStar and EEM Assistance (24 hours)		20				4			

Figure 1 - Option Item Level of Effort

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Approving First Contract Amendment with Apollo Mechanical Contractors, Inc. To Provide HVAC-R Preventative Maintenance & As-Needed Repairs for All Benton County Facilities
Presenter:	
Prepared By:	P Schut
Reviewed By:	Procurement

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

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

Summary / Background Information

Per Resolution 2021-505, the Board of Benton County Commissioners entered into a contract with Apollo Mechanical Contractors, Inc. to provide HVAC-R preventative maintenance & as-needed repairs for all Benton County locations.

A contract amendment is necessary to accomplish several items. The first is to extend the expiration date to June 30, 2023, as allowed in the original contract. The second item is adding the Administration Building as the original warranty expires in the upcoming months. Finally, the last item is removing the HVAC controls portion of the contract as the Facilities Department wants to handle those services with a separate contract.

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 Apollo Mechanical Contractors, Inc.

Fiscal Impact

Overall contract increase of $18,270.00 plus WSST.

Recommendation

Approve the attached contract amendment with Apollo Mechanical Contractors, Inc.

Suggested Motion

Approve 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 PUBLIC WORKS CONTRACT WITH APOLLO MECHANICAL CONTRACTORS, INC. FOR HVAC-R PREVENTATIVE MAINTENANCE & AS-NEEDED REPAIRS AND AUTHORIZING THE CHAIRMAN TO SIGN THE AMENDMENT

WHEREAS, per Resolution 2021-505, the Board of Benton County Commissioners entered into a contract with Apollo Mechanical Contractors, Inc. for HVAC-R Preventative Maintenance & As-Needed Repairs for all County Owned Facilities; and

WHEREAS, a contract amendment is necessary to accomplish several items:

- extend the expiration date to June 30, 2023, as allowed in the original contract,
- add the Administration Building as the original warranty expires in the upcoming months,
- remove the HVAC controls portion of the contract as the Facilities Department wants to handle those services with a separate contract; and

WHEREAS, the changes to the scope of work will begin on July 1, 2022, and be in effect for the remainder of the contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the contract amendment and authorizes the Chairman to sign the attached amendment to the public works contract with Apollo Mechanical Contractors, Inc.; and

BE IT FURTHER RESOLVED, the total amount not to exceed on the contract will increase from $673,100.00 to $691,370.00 plus WSST; and

BE IT FURTHER RESOLVED, the attached contract amendment extends the contract expiration date from June 30, 2022, to June 30, 2023.

Dated this . . . . . day of . . . . . , 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Orig.: File – Purchasing Department
cc: Auditors; S. Godinez; BC Facilities

P. Schut

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FIRST CONTRACT AMENDMENT
PUBLIC WORKS CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **APOLLO MECHANICAL CONTRACTORS**, **INC.** a corporation organized under the laws of the State of Washington, with its principal offices at 1133 W Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2021-505, the parties entered into a Public Works Contract, beginning July 1, 2021 and ending June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed provide HVAC-R Preventative Maintenance & As-Needed Repairs County owned buildings; and

WHEREAS, the COUNTY wishes to extended the CONTRACT an additional year as allowed in original contract; and

WHEREAS, in October 2021, the Administration Buildings was completed and needs to be added to the quarterly maintenance schedule as the original warranty period soon expires; and

WHEREAS, the Facilities Department wishes to separate out the HVAC controls piece of the CONTRACT and therefore remove HVAC controls portion from the scope of work going forward; and

WHEREAS, it was also discovered in the original contract that there was conflicting language around intents and affidavits; and

WHEREAS, this First Amendment is need to accomplish the items mentioned above; and

WHEREAS, the change in service shall not begin until July 1, 2022; and

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

1. **CONTRACT DOCUMENTS** Section 1. of the CONTRACT, "CONTRACT DOCUMENTS" is amended by the replacement of Exhibit D – Specifications and the addition of Exhibit E – Administration Building Rates:

   d. Exhibit D – Specifications
   e. Exhibit E – Administration Building Rate

2. **DURATION OF CONTRACT -** Section 2 will be replaced in its entirety with the section below.

   The term of this Contract shall begin upon execution by both parties and shall expire on June 30, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

5. **COMPENSATION** Section 5.a. & b. of the CONTRACT, "COMPENSATION" is amended and replaced with the following:

   a. For the services performed under this Contract, the CONTRACTOR shall be paid at the

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rates set forth in Exhibit A, “Bid Form” & Exhibit E “Administration Building Rates” which is attached hereto and incorporated herein by reference

b. The maximum total amount payable for the As-Needed Repairs by the COUNTY to the CONTRACTOR under this Contract shall not exceed Four-Hundred Twenty Thousand One Hundred Twenty-Four Dollars and Zero Cents ($420,124.00), excluding W.S.S.T. The maximum total amount payable for the Quarterly Preventative Maintenance by the COUNTY to the CONTRACTOR under this Contract shall not exceed Two-Hundred Seventy-One Thousand Two Hundred Forty-Six Dollars and Zero Cents ($271,246.00), excluding W.S.S.T. The maximum total amount payable for the entire Contract by the COUNTY to the CONTRACTOR under this Contract shall not exceed Six-Hundred Ninety-One Thousand Three Hundred and Seventy Dollars and Zero Cents ($691,370.00), 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 amounts 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.

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.

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

FOR BENTON COUNTY

Chairman Date

Attest: Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Eric Andrews
B4F7875BB0A1480...

Benton County Deputy Prosecuting Attorney, Civil

APOLLO MECHANICAL CONTRACTORS, INC.

DocuSigned by:
Dale Hollandsworth
FA7B9C4BC4BD453...

Signature 5/18/2022 Date

Dale Hollandsworth

Name

Vice President

Title

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HVAC-R Preventative Maintenance and Repair - Specifications

DEFINITIONS

HVAC-R – Heating, Ventilation, Air Conditioning, and Refrigeration Equipment

PM - Preventative Maintenance work includes all activity and parts necessary to perform the maintenance on a specific piece of equipment. This includes all belts, filters (if applicable), lubricants, refrigerant, oil analysis, etc.

As-Needed Repair - includes any service or repair to HVAC-R systems that is outside of what is covered under PM work. This can include all parts of the system including associated piping, wiring, ducting, mounting, programming, etc.

SCOPE OF WORK

The COUNTY requires the CONTRACTOR to provide select preventative maintenance (PM) on the heating, ventilation, air conditioning, and refrigeration (HVAC-R) systems for the locations listed below. CONTRACTOR shall do all PM work per manufacturer recommendations on all related equipment. See the equipment list below, for an equipment list at each location.

COUNTY locations for PM work:

Benton County Administration, Justice Center, and Jail, 7122 W. Okanogan Pl., Kennewick, WA

Benton County Health District Bldg., (including Human Services and WSU extension),

7102 W. Okanogan Pl, Kennewick, WA

Benton County Annex, 5600 W. Canal Drive, Kennewick, WA

Benton County Coroner's Office, 7110 W. Okanogan Pl., Kennewick, WA

Benton County Courthouse, 620 Market Street, Prosser, WA

Benton County Planning, 1002 Dudley Ave., Prosser, WA

Benton County WSU Extension, 1121 Dudley Ave., Prosser, WA

Prosser Road Maintenance Shop, 14303 N. Hinzerling Road, Prosser, WA

Kennewick Road Maintenance Shop 102808 E. Wiser Parkway, Kennewick, WA

Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, WA

Benton County Animal Control Facility, 1116 Grant Place, Kennewick, WA

Benton County Fairgrounds (multiple buildings), 1500 S Oak St., Kennewick, WA

Benton County Voting Center, 2610 N Columbia Center Blvd., Richland, WA

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COUNTY locations for As-Needed Repair work:

All Benton County owned and operated facilities throughout Benton County, Washington.

HVAC Preventative Maintenance:

The following are brief descriptions of the REQUIRED HVAC Preventative Maintenance Services. The descriptions listed below are non-comprehensive and are provided for informational purposes only.

Fall Heating Maintenance: During this verification, all belts & sheaves will be inspected and replaced if necessary, and the heating operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motor bearings and bushings, inspection and cleaning of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections and wiring, adjustment of refrigerant levels, verification of glycol mixture levels for cooling loops and combustion efficiency testing on gas heat units. Annual boiler and water heater maintenance as per manufacturer recommendations. Boiler and water heater maintenance includes domestic water heaters, along with heating water systems.

Spring Cooling Maintenance: During this verification, all belts & sheaves will be inspected and replaced if necessary, and the cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motor bearings and bushings, inspection and cleaning of evaporator and condenser coils, fan blades and blower wheels, inspection and tightening of all electrical connections and wiring, and adjustment of refrigerant levels. Annual chiller maintenance as per manufacturer recommendations. Chiller tubes punched if needed.

Mid-Winter Inspection: During the Mid-Winter inspection, all belts will be adjusted, and proper heating operation will be verified. Chiller tubes punched if needed.

Mid-Summer Inspection: During the Mid-Summer inspection, all belts will be adjusted, and proper cooling operation will be verified. Chiller tubes punched if needed.

Filters: A) VAV & Fan Coil Units (VRV/VRF Systems) filters to be replaced quarterly.

B) Air Handlers;	Primary Filters - Replaced semiannually. Secondary Filters - Replaced quarterly.
C) Pods;	Jail Pods & Control Room (B & C) Filters - Replaced monthly.

Environmental Controls (METASYS) – Preventative Maintenance:

This section is removed from the scope of work of the original contract.

Environmental Controls (METASYS) – As-Needed Services:

This section is removed from the scope of work of the original contract.

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EMERGENCY RESPONSE:

Emergency service response shall be provided 24 hours per day, 7 days a week, 365 days per year with a minimum of two on-call technicians. The contractor shall have a full-time dispatcher and include a local phone number with its proposal. Emergency service, including overtime that is necessary to keep the equipment in good operating condition, shall be performed with reasonable promptness and minimal downtime. The contractor shall respond to emergency service calls within one (1) hour after notification and arrive onsite within four (4) hours. Response time for non-emergency service calls is a maximum of twenty-four (24) hours, or as arranged with the Benton County Facilities Department.

CONTRACTOR QUALIFICATIONS:

- A minimum of five (5) years in the Temperature Control/HVAC-R industry is required. The following is a list of the requirements to qualify for the award of a service contract.
- The contractor must have qualified or sub-contracted technicians with a minimum five (5) years' experience in troubleshooting and maintaining various DDC systems. Due to the amount of Metasys BACnet and Metasys N2, Alerton, Daikin, York, and Carrier (Network DDC), contractor shall employ qualified technicians trained and certified in the operation, servicing, maintaining, and programming of these systems. Provide a listing of technicians meeting this requirement and a brief description of their experience.
- The contractor shall list at least three (3) HVAC maintenance contracts with facilities that have Metasys brand DDC HVAC Control Systems, and list each facility's Name, Address, Phone Number, and Contact Reference.
- Training: Continued training of technicians by the contractor is recommended to refresh current knowledge and provide valuable information on new system features that may become available in future revisions of the system. The hours should reflect requirements determined regarding current personnel proficiencies and staffing. Topics covered will be tailored to the trainees' knowledge, experience level, and areas of interest.
- Unless otherwise stated, the contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other work items and costs necessary to complete the specified work. The contractor shall provide comprehensive support programs for facilities' mechanical, heating, temperature control, air conditioning, and refrigeration systems to maintain them in good operating condition in accordance with the terms and conditions herein set forth as minimum requirements. The intent of this specification is to have the Bidder perform all services defined in the scope of this work and not subcontract specific services. The contractor shall be available for additional work on written request from the Electronics Superintendent and shall complete work expediently as possible after receiving approval.

PERSONNEL:

The contractor shall use trained personnel in their direct employment. These individuals must be factory trained to keep all equipment included in this proposal properly maintained. Contractor must have at least two (2) qualified HVAC-R technicians living within fifty (50) miles of the Benton County Justice Center to assure response time is minimal in the event of an emergency.

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The contractor shall also maintain in their direct employment a minimum of four (4) technicians who are qualified to maintain equipment under the contract in order to assure emergency service coverage during the absence of the primary technician or service mechanic.

ASBESTOS MATERIAL NOTIFICATION:

Benton County has performed air sampling and material testing to identify areas of possible exposure of asbestos-containing material. Although the area of testing within the Prosser Courthouse was limited and the results are well below any harmful limits, Contractors who will be working within any ceiling spaces, walls, or around ducting throughout the Prosser Courthouse should consider the use of respiratory protection for their own safety.

EQUIPMENT LIST

Identified below is a list of Benton County HVAC-R Equipment that shall be maintained, along with any necessary repairs (unless noted for as-needed repairs only), according to the requirements in the Request for Proposal and Exhibit A – Proposal Form. This equipment list is all known equipment.

Benton County Superior Courts Building (includes Sheriff's Office & Old Jail)

*** Metasys & Pneumatic Temperature Controls

(1) Carrier 19XRV151 250 ton Centrifugal Chiller
(1) York (pony chiller)
(1) Evapco Tower – W/VFD
(1) 15hp Cond. Pumps
(2) 10hp Primary Loop CWP
(2) 20hp Secondary Loop CWP – W/VFD's
(1) Tandem Air Comp & Air Dryer, pneumatic Controls
(2) 10hp Armstrong HTG Water Pumps
(3) 800,000 Btu Conquest DHWHS
(1) 1hp Bell and Gossett DHW Circulation Pump
(2) 2,000,000 Btu Fulton Endura EDR-2000 Heating Water Boiler
(1) Exhaust Fans
(2) RA Fans
(3) Carrier Ductless Mini Splits ACS
(1) LG mini-split
(1) Carrier Pkg RTU HP – K Pod 7 ton
(4) PTAC units
(11) EFS
(3) Entryway Heating Water Fan Coil Unit (FCU)

-**AHU-1** Joy Fans w/ 21 Mixing Boxes-Dual Duct VFD w/CD/HD
-**AHU 2** SF, RAF, W/9 Zones VFD
-**AHU 3** VFD w/17 VAV Boxes

District Courts Building

*** All Metasys ***

(2) Mammoth Package RTUs, Screw, Evap Cond, Gas Pre Heat w/VFD

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(2) Bryan Gas Heating Water Boilers 1,200,000 Btu
(7) Carrier Ductless mini splits ACS
(2) LG mini split
(1) Daikin mini-split
(5) Exhaust Fans
(2) 5hp Heating Loop Circulation Pumps
(2) 1hp Heating Boiler Circulation Pumps
(1) AO Smith DHWH Gas
(1) DHW Circ Pump
(11) HW Unit Heaters
(40) VAV Terminal Boxes
(60) Fan Powered VAV Boxes

New Jail Building

*** All Metasys ***
(1) Trane 70 ton Air cooled Screw Chiller
(2) Trane 90 ton Air cooled Screw Chillers
(4) Carrier Ductless Split ACS approx 2-3 tons ea.
(3) VFD AHUs (1, 2 & 5) 27,000 17,500 & 5,700 cfm
(4) AHUs (3,4, 6 & 7) 14,500-16,000 cfm
(13) Exhaust Fans
(1) MAU w/Evap Cooling & Direct Fire Gas Heat
(2) 2,000,000 Btu Fulton Endura EDR-2000 Heating Water Boiler
(1) Lochinvar HWHS – Laundry
(2) Lochinvar HWHS – Domestic
(2) 10hp Heating Water Loop Pumps
(2) 1.5hp, Boiler Circulation Pumps
(1) 0.5 DHW Circulation Pump
(3) 2hp Chiller Circulation Pumps
(1) 7.5hp CHW Loop Pump
(55) VAV Boxes
(16) Fan Powered VAV Boxes

Administration Building

*** All Metasys ***
(1) 5hp AHU-1
(3) 1.5 Ton Ductless Split System - Samsung
(2) 1hp HVAC Exhaust Fan – Twin City
(6) .5hp HVAC Exhaust Fan - Cook
(1) Indoor ERV - Inovent
(19) 8 Ton Outdoor VRF Units - Samsung
(2) 1hp Roof Hood - Cook
(6) 5 Ton Split System Heat Pump - Samsung
(39) 900 CFM VRF Indoor Units

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Benton County Health District Building

*** All Metasys ***

(1) York YPAL/090 Pkg RTU
(52) Fan powered VAV boxes
(17) Single duct VAV boxes
(5) Exhaust Fans
(1) Liebert Split AC 8 ton
(4) Ductless Mini Split ACS
(1) Fume Hood w/exhaust fan
(3) 10 KW Elect. Heaters

Coroner Building

(3) Carrier Package RTUs – Heat Pumps 3 tons each
(1) Exhaust Fan
(1) Walk-In Refrigerator

Kennewick Annex

(5) Carrier Package RTU's – Gas/Elect w/economizers
(1) Trane Package RTU Elect.
(1) Exhaust Fan

Animal Control

(1) Reznor MAU w/ Evap Cooler, SCR Elect. Heat
(1) Carrier 3 ton Split HP
(1) Carrier 2.5 ton Split HP
(1) OSA Booster Fan 1/6 hp
(4) Exhaust Fans

Prosser Courthouse

*** Daikin Control attached to Metasys ***

This system is a Daikin VRF System

(5) Daikin Condensing Units; REYQ192PBTJ
(65) Daikin Terminal Unit FXMQ12PAVJU, with Branch Selector Unit BSVQ36PVJU
(15) Daikin Energy Recovery Units VAM300GVJU
(5) Ductless Split Systems, Daikin Units
(5) Electric Duct Heaters, Brasch
(6) Exhaust Fan Units
(2) Relief Air Fan Units
(2) Outside Air Fan Units
(1) Package Heat Pump; Lennox KHA-092-S4B for 3rd Floor Courtroom

Prosser Planning Annex

(2) Split Heat Pumps approx. 2-3 tons
(1) Split Gas-Elect approx. 2-3 tons

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WSU Benton County Extension Office in Prosser

(1) Split Heat Pump 3 ton

Weiser Parkway Public Services Building in Kennewick

*** Daikin Control attached to Metasys ***

(2) Daikin Condenser Units for the VRF system
(15) Daikin fan coil units
(1) DOAS
(1) Mini-Split for the IT Data Room. The condenser is next to the Daikin condenser units, indoor head in Data Room
(3) Exhaust fans, 1 large, 1 medium, and 1 small

Benton County Fairgrounds

Building 20	Maintenance Shop, Carrier AHU
Building 15	Fair Association Office, Carrier AHU
Building 17	Sundowns—includes refrigeration equipment. RUUD Condensing Unit with indoor Lenox AHU, (2) American Standard AHU with Bryant Condensing Unit, Exhaust Fan
Building 13	New Restroom Building with (2) ERCH-20 Heat Pumps
Building 16	Carrier Packaged Unit
Building 2	(2) AAON-RN-025 Heating/Cooling Unit, Mitsubishi PKA-A12HAL split system
Building 3	AAON-RN-025 Heating/Cooling Unit
Building 4	(2) 10-ton Carrier heating/cooling units, LG split unit with 2 indoor heads

Benton County Fairgrounds (*as needed repairs)*

This is for all fairground buildings not listed.

Facilities Maintenance Building (*as needed repairs)*

(1) Thru Wall heat/cool unit
(1) Wall Mount circulation fan

Prosser Road Maintenance Shop

All equipment specifics unknown but does include:

(3) Carrier AHU units
(1) Absolut Aire Swamp Cooler

Wiser Parkway Road Maintenance Shop

*** Alerton Controls ***

All equipment specifics unknown but does include:

(1) Lochinvar Boiler
(2) Carrier AHU with indoor condensing units
(1) Fresh Air Intake
(4) Exhaust Fans
(1) LG mini-split with indoor head

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Exhibit E – Administration Building – HVAC-R Maintenance Rates

Quarterly Preventative Maintenance Rate - $5,992.50

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Approving Service Contract with Basin Building Solutions, LLC. To Provide HVAC Control Services
Presenter:	
Prepared By:	P Schut
Reviewed By:	Procurement

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

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

Summary / Background Information

Benton County has historically included HVAC control services within the overall HVAC-R preventative maintenance & as-needed repair contract. In an effort to increase the level of service, the Facilities Department requested that the HVAC control services be separated out from the larger contract and contract for those services separately.

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 Basin Building Solutions, Inc.

Fiscal Impact

Amount: $33,000.00 excluding WSST.

Fund: Current Expense Fund (Fund # 0000-101) – Facilities Department

Recommendation

Approve the attached contract amendment with Basin Building Solutions, Inc.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A SERVICE CONTRACT WITH BASIN BUILDING SOLUTIONS, LLC FOR HVAC CONTROL SERVICES AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, Benton County has historically included HVAC control services within the overall HVAC-R preventative maintenance & as-needed repair contract; and

WHEREAS, in an effort to increase the level of service, the Facilities Department requested that the HVAC control services be separated out from the larger contract and contract for those services separately; and

WHEREAS, the Procurement & Contracts Coordinator, along with the Electronics Superintendent, have negotiated a contract with Basin Building Solutions, LLC to provide HVAC control services; and

WHEREAS, the contract was prepared; reviewed and approved as to form by the departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by Basin Building Solutions, LLC.; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the service contract with Basin Building Solutions, LLC for HVAC control services in the amount not to exceed $33,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract with Basin Building Solutions, LLC; and

BE IT FURTHER RESOLVED, the contract shall begin on July 1, 2022, and expire on June 30, 2024.

Dated this 7th day of June 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

Orig.: Purchasing Department
C: Auditors, PA, Basin Building Solutions, LLC

P. Schut

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BENTON COUNTY
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BASIN BUILDING SOLUTIONS, LLC** a corporation organized under the laws of the State of Washington with its principal offices at 103024 Kash Loop, Kennewick, WA 99338-0012 (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 & Fees; and

2. DURATION OF CONTRACT

The term of this Contract shall begin on July 1, 2022 and shall expire on June 30, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide eight (8) hours of HVAC Metasys Controls Support every month and be available assist on an on-call basis. If eight (8) hour a work is not needed for that month, the CONTRACTOR shall charge the COUNTY only for the hours worked that month. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Fees", 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.

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

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Jeffrey Fechtner
Address:	103024 Kash Loop Kennewick, WA 99338-0012
Phone:	509-731-0655

b. For COUNTY:

Name:	Dan Waggoner
Address:	7122 W Okanogan Place; STE D110 Kennewick, WA 99336
Phone:	509-783-3118
Email:	dan.waggoner@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Scope of Work & 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 Thirty-Three Thousand Dollars and Zero Cents ($33,000.00), excluding W.S.S.T.

c. No payment shall be made for any work performed by the

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CONTRACTOR, except for work identified and set forth in this Contract.

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by

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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

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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:

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$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.

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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

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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.

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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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.

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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.

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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.

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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

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shall be effective at the beginning of the next working day.

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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CONTRACTOR may seek a judicial order of protection if necessary.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on June 1, 2022.

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

Approved as to Form

DocuSigned by:
Eric Andrews
B4F7673BB8A1486...
Civil Deputy Prosecuting Attorney

Dated: 5/3/2022

FOR: BASIN BUILDING SOLUTIONS, LLC

DocuSigned by:
Jeffrey Fechtner
807E47BC33714F9...
Signature

Owner
Title:

Jeffrey Fechtner
Print Name

DocuSign Envelope ID: E98BFB3D-F704-4F5F-A9BE-8706D5DF7FBF

BENTON COUNTY

BLOCK OF HOURS

04/02/2022

Basin Building Solutions
103024 Kash Loop
Kennewick, WA 99338
509.392.2969

1. Project Background and Description

Open use support for 8 hours of time and travel.

2. Project Scope

8 hours of technical support for hardware, software, or consulting.

3. Specific Exclusions from Scope

Bonding

All items not mentioned in this proposal

4. Proposal Amount

8 hours of Support	***$1,170.17***
Each Add'l Hour	***$130.00***

This proposal is valid 30 days from document date

Customer Approval

_____
Signature

Name: _____

Date: _____

P.O.#: _____

Basin Building Solutions

_____
Signature

Name: _____

Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Contract Amendment #1 w/ Stantec Consulting Services, Inc. for the design of the BDA/DAS System Upgrade for the Justice Center Campus
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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

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

Summary / Background Information

Per Resolution 2021-316, the Board of Benton County Commissioners entered into a professional services contract with Stantec Consulting Services, Inc. to provide architectural and engineering services for the design of the BDA/DAS System Upgrade for the Justice Center Campus.

A contract amendment is needed to extend the expiration date from June 30, 2022, to June 30, 2023.

A contract amendment has been prepared; reviewed and approved as to form by our departmental deputy prosecuting attorney, and signed by Stantec Consulting Services, Inc.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

Approve Contract Amendment #1 with Stantec Consulting Services, Inc. to extend the expiration date from June 30, 2022, to June 30, 2023.

Suggested Motion

Approve 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 PROFESSIONAL SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE DESIGN OF THE BDA/DAS SYSTEM UPGRADE FOR THE JUSTICE CENTER CAMPUS

WHEREAS, Per Resolution 2021-316, the Board of Benton County Commissioners entered into a professional services contract with Stantec Consulting Services, Inc. to provide architectural and engineering services for the design of the BDA/DAS System Upgrade for the Justice Center Campus; and

WHEREAS, a contract amendment is needed to extend the expiration date from June 30, 2022, to June 30, 2023; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby agrees to sign the attached first amendment to the professional services contract with Stantec Consulting Services, Inc. to extend the contract expiration date from June 30, 2022, to June 30, 2023.

Dated this . . . . . day of . . . . . , 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Orig.: File – Purchasing Department P. Schut
cc: Auditors; S. Godinez; Stantec Consulting Services, Inc.

DocuSign Envelope ID: E2EAB0F5-7D40-433C-9189-ED1B30FD54B9

FIRST CONTRACT AMENDMENT

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **STANTEC CONSULTING SERVICES, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 4100 194TH ST SW; STE 400, Lynwood, Washington, 98036 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2021-316, the parties entered into a Professional Services Contract, beginning April 13, 2021, and ending June 30, 2022 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to put design an upgraded BDA/DAS System for the Justice Center Campus; and

WHEREAS, this First Amendment is necessary to extend the Contract from June 30, 2022, to June 30, 2023; and

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

2. The term of this Contract shall begin on April 13, 2021, and shall expire on June 30, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

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.

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

Approved as to Form

DocuSigned by:
Eric Andrews
B4F7673BD8A1486...
Eric Andrews, Civil Deputy Prosecuting Attorney

Dated: 5/19/2022

FOR: STANTEC CONSULTING SERVICES, INC

DocuSigned by:
Paul Roos
78E3233084...
Signature

Team Lead - Wireless Technology
Title:

Paul Roos
Print Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Purchase of guardrail from Coral Sales Company utilizing State Contract No. 00118
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Doug D'Hondt and Purchasing

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

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

Summary / Background Information

The Benton County Public Works Department needs to purchase guardrail, terminals, cable and components to replace guardrail and guardrail components that become damaged. Guardrail, terminals, cable and components can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 00118 from Coral Sales Company.

Fiscal Impact

Amount: Not to exceed $120,000.00 excluding WSST

Fund: Road Fund (0101-101)

Recommendation

The County Engineer recommends authorizing the purchase of guardrail, terminals, cable and components from Coral Sales Company utilizing Washington State Contract No. 00118 from October 1, 2022 through September 30, 2023 at or below the current state contract rate, in an amount not to exceed $120,000.00 excluding WSST.

Suggested Motion

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE PURCHASE OF GUARDRAIL, TERMINALS, CABLE AND COMPONENTS UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 00118 FROM CORAL SALES COMPANY, PORTLAND, OREGON

WHEREAS, the Benton County Public Works Department needs to purchase guardrail, terminals, cable and components to replace guardrail and guardrail components that become damaged; and

WHEREAS, guardrail, terminals, cable and components are listed on Contract 00118 and are available from Coral Sales Company, Portland, Oregon; and

WHEREAS, the County Engineer recommends the approval of the purchase of guardrail, terminals, cable and components utilizing the Master Contract Usage Agreement-Contract No. 00118; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners concurs with the recommendation of the County Engineer and authorizes the Public Works Department to purchase guardrail, terminals, cable and components from Coral Sales Company, Portland, Oregon utilizing the Washington State Master Contract Usage Agreement-Contract No. 00118 from October 1, 2022 through September 30, 2023, at or below the current state contract rate in an amount not to exceed $120,000.00 excluding WSST.

Dated this 7th day of June 2022.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Procurement D. Hope
cc: Auditor, PA, Coral Sales

PURCHASE AGREEMENT
Benton County, Washington

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

RESOLUTION No: _____

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

Vendor: Coral Sales
Vendor Code: W232
Vendor Contact: Diane Grant
Vendor Contact Phone: (503) 655-6351
Vendor Principal Place of Business: 9838 SE Seventeenth Ave. Portland, OR 97269

Ship To: Benton County Road Dept.
102808 Wiser Parkway Kennewick, WA
and
14303 N. Hinzerling Rd. Prosser, WA
Order Form will specify delivery location

Benton County Public Works
P.O. Box 1001
Prosser, WA 99350

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

P.O. Date:
Delivery Date: Varies

Line	Description	Qty		
	WA State Contract 00118-Guardrail, Terminals,			
	Cable and Components			
	Purchase guardrails, terminals, cable and components			
	through the use of the Washington State Master			
	Contract Usage Agreement-Contract No. 00118			
	from October 1, 2022 through September 30, 2023			
	at the current state contract rate in an amount			
	not to exceed $120,000.00	variable	as per State	
			Contract 00118	

The term of this Agreement shall commence upon signature of both parties and shall expire September 30, 2023.

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 00118 (copy attached hereto as Exhibit A)

Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms and/or previous contracts.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 00118
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Clayton Rawlings
Address: 102808 Wiser Parkway
Kennewick, WA 99336
Phone: (509) 786-5611
Email: clayton.rawlings@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor): _____
Reid Hay, Civil DPA

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

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

Vendor Name (Print): Diane M. Grant Title: President Date: 5/17/22

Vendor Signature: _____

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

Member
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Member

Chairman Pro-Tem
Benton County
Board of Commissioners: _____ Date: _____
Will Mckay, Chairman Pro-Tem

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Coral Sales Company
PO Box 22385
Milwaukie, OR 97269

FIFTH AMENDMENT
TO
CONTRACT NO. 01118
GUARDRAILS, TERMINALS, CABLE, AND COMPONENTS

This Fifth Amendment ("Amendment") to Master Contract No. 01118 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Coral Sales Company, an Oregon corporation ("Contractor") and is dated as of January 28, 2022.

RECITALS

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.

C. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Master Contract No. 01118 dated effective as of ("Master Contract").

D. The Parties previously amended the Contract four (4) times:
   a. Amendment 1, effective November 6, 2019 (expand product offerings)
   b. Amendment 2, effective March 4, 2020 (expand product offerings)
   c. Amendment 3, effective March 1, 2021 (price adjustment).
   d. Amendment 4, effective June 15, 2021 (price adjustment)

E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.

F. The amendment set forth herein is within the scope of the Master Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

   TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning January 28, 2022, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

   (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;

   (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);

   (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;

   (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric such as: Producer Price Indices, Manufacturer's price change notices, invoices, or other third-party documentation) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);

   (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;

   (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;

   (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

   (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and

   (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

CORAL SALES COMPANY
AN OREGON CORPORATION

By:

Name: Diane Grant

Title: President

Date: 1/31, 2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Alexander Kenesson*

Name: Alexander Kenesson

Title: Procurement Supervisor

Date: January 27, 2022

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 07, 2022
Subject:	Personal Services Contract with Govease Auction, LLC
Presenter:	
Prepared By:	Raquel Avinion
Reviewed By:	Kenneth Spencer Jr.

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

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

Summary / Background Information

The Benton County Treasurer has the responsibility to conduct the sale of foreclosure properties per RCW 84.64.080 and is authorized to conduct said sale via electronic media pursuant to RCW 84.64.225. The Benton County Treasurer has determined that it is most beneficial and cost effective for the County to use services provided by GovEase Auction, LLC for conducting online property tax foreclosure sales.

Fiscal Impact

Amount: $150.00 per parcel submitted to be listed on the GovEase Auction, LLC website

Fund: Treasurer's O&M Fund

This agreement will impact the Treasurer's O&M Fund and will have no impact on Current Expense. A $150.00 per parcel fee will be charged for properties submitted to be listed on the GovEase Auction, LLC website regardless of redemption or removal prior to the auction date. Properties that were not paid for, unsold or pulled from the website during the initial auction may be re-listed in a secondary or tertiary auction within 45 days at no additional charge. There is no charge for unsold parcels.

Recommendation

Pass Resolution, Execute Contract

Suggested Motion

N/A Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE PERSONAL SERVICES CONTRACT WITH GOVEASE AUCTION, LLC.

WHEREAS, the County Treasurer has determined that it is most beneficial and cost effective for the County to use services provided by GoveEase Auction, LLC for conducting online property tax foreclosure sales; and

WHEREAS, the duration of this contract shall be for one (1) year (2022), ending December 31, 2022 with an option for two (2) additional one-year renewals in years 2023 and 2024 with written consent by the County; and

WHEREAS, the attached personal services contract has been reviewed and approved as to form by a Deputy Prosecuting Attorney; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Treasurer's recommendation and authorizes the Chairman of the Board to sign the attached service agreement ("Exhibit A") with GovEase Auction, LLC; and

BE IT FURTHER RESOLVED, the total contracted amount shall not exceed $3,000 per year including Washington State Sales Tax to be paid; and

BE IT FURTHER RESOLVED, the term of this Personal Services Contract shall include the 2022 tax year, ending on December 31, 2022, with an option for two (2) additional one-year renewals in the years 2023 and 2024 with written consent by the County.

Dated this_____ day of _____, 2022

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

Original: Treasurer
cc: Auditor, Treasurer, GovEase Auction, LLC

Prepared by: C. Osorio

BENTON COUNTY
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **GOVEASE AUCTION, LLC** a corporation organized under the laws of the State of Washington with its principal offices at **2080 Main St., 2nd Floor, Madison, Mississippi 39110** (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 Services; and
b. Exhibit B - Fees and Billing

2. DURATION OF CONTRACT

The term of this Contract shall begin **immediately upon execution by the COUNTY** and shall expire on **December 31, 2022. This agreement may be renewed for two (2) additional one (1) year terms by the written consent of the COUNTY**. 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 an online auction website that will utilize the internet application to make information available to third party users and to conduct online auctions. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Services", which is attached hereto and incorporated herein by reference.

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

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

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	James C. Pittman
Address:	2080 Main St., 2nd Floor Madison, Mississippi 39110
Phone:	769-208-5050
Email:	sales@govease.com

b. For COUNTY:

Name:	Kenneth Spencer, Jr.
Address:	PO Box 630 Prosser, WA 99350
Phone:	509-735-8505
Email:	Ken.Spencer@co.benton.wa.us

5. COMPENSATION

a. A detailed description of the compensation to be paid by the COUNTY is set forth in "Exhibit A," 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 **$3,000 per year including W.S.S.T.**

c. No payment shall be made for any work performed by the

CONTRACTOR, except for work identified and set forth in this Contract.

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by

both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or

breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **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. **Cyber Liability**: The CONTRACTOR shall maintain cyber liability insurance for not less than one million dollars

($1,000,000) per occurrence and an annual aggregate of two million dollars ($2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to COUNTY and for claims involving any professional services for which the CONTRACTOR is engaged with COUNTY for such length of time as necessary to cover any and all claims.

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. 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.

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 Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by

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

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

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately

terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any

COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent

jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in

CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____

_____

Dated: 05/09/2022

FOR: GOVEASE AUCTION, LLC

_____
Signature

VP, Operations
Title:

Margaret R Cerutti
Print Name

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

EXHIBIT A
SCOPE OF SERVICES

GovEase shall provide a custom web site to administer tax sales and other online real property sales on behalf of the Customer. The term "web site" shall mean an Internet web site hosted by or at the expense of GovEase that will utilize GovEase's internet application to conduct online tax sales on behalf of the Customer. The term "internet application" means the proprietary internet application software developed by GovEase to facilitate online sales using a process that replicates a live, public outcry auction that can be accessed through the web site. The procedures and technical requirements of the tax sales shall be substantially as described herein.

Specific Actions to be Taken and Services to be Provided by GovEase

1. GovEase will work with the Customer to determine the development timeline of the web site and to gather information required to build the web site.

2. GovEase will build a sales web site that will utilize the internet application to make information available to third party users and to conduct online sales and other sales of real property using a process that replicates a live, public outcry auction.

3. GovEase will populate the web site and internet application with data provided by the Customer, including, but not limited to:

   a. A list of properties with delinquent taxes or otherwise to be offered for sale (typically referred to as an advertising list);
   b. Data on bidders who participated in previous auctions; and
   c. Additional available data (tax records, pending tax liens on the property, appraiser's web site and links to Geographic Information Systems maps, if available).

4. GovEase will provide training for third party users including an online sale demonstration, practice sales and an on-site Bidder Orientation Session (at the discretion of the Customer).

5. GovEase shall provide a host server for the web site. The web site will utilize GovEase's internet application, which is capable of accepting and processing competitive bids from third party users for online sales offered by Customer. The Customer acknowledges that GovEase's server may not be dedicated exclusively to the web site. GovEase shall use its best efforts to make the web site available during all regular business hours during each sale conducted pursuant to this Agreement and shall not schedule planned maintenance downtime to occur during any such online sale in normal business hours. During each such sale, GovEase shall provide Auction Administrator(s) and the technical support necessary to facilitate the Customer's conduct of online sales.

6. GovEase will include on the web site terms and conditions, with appropriate disclaimers, to which third party users will be required to give assent. Each party

will have the right to reasonably approve the terms and conditions or disclaimers that are included within the web site.

7. Thirty (30) days prior to sale GovEase will post the delinquent tax sale list or list of other properties to be offered for sale on the GovEase web site. It will be at the Customer's discretion to post such list solely on the GovEase website. The timing and frequency of online sales conducted pursuant to this Agreement shall be determined by the Customer in accordance with applicable law.

8. Each online sale conducted by GovEase on behalf of the Customer under this Agreement shall proceed as follows: On the date that the Customer has determined that a sale will begin, at a time as instructed by the Customer, and continuing from day to day until all parcels have been offered for sale, the delinquent tax properties or other properties to be offered for sale shall be sold on the GovEase web site. Third party users can submit bids by using the web site to perform all tasks normally associated with the sale including: researching tax history; submitting registration forms and other information as specified by the Customer; submitting bids; viewing; and downloading auction results. The time and date may not be changed for any reason unless expressly stated and requested in writing by the County Treasurer.

9. GovEase will include on the website terms and conditions, with appropriate disclaimers, to which third party users will be required to give assent, including but not limited to,

    a. This is a "buyer beware" sale without warranties of any kind and without notice as to any outstanding easements, restrictions, or encumbrances;
    b. All sales are where is, as is, and final with no refunds available;
    c. You must be 18 years of age to bid
    d. The minimum bid should be listed on the website
    e. Auction start date and time;
    f. Auction end date and time;
    g. The Treasurer's right to reject bids for any reason whatsoever
    h. County employees and their agents are prohibited from bidding and,
    i. any other legal restrictions deemed appropriate.

10. The Treasurer may reject a bid for properties for any reason whatsoever

11. The Treasurer may withdraw single or multiple properties from an auction for any reason whatsoever, at any time, prior to the sale date.

12. Only bidders approved by the County will be eligible to participate in the auction

13. The Customer will manage and maintain all sale proceeds, deposits, billing, and fee payments internally.

EXHIBIT B

In accordance with Washington Code 84.64.225 (1) In lieu of the sale procedure specified in RCW 84.56.070 or 84.64.080, the county treasurer may conduct a public auction sale by electronic media as provided in RCW 36.16.145. Similarly, the Customer may sell real property by online public auction pursuant to RCW 36.34.080 and RCW 36.35.120, also using the procedure outlined in RCW 36.16.145.

1. In accordance with Washington Code law and in consideration of the services to be rendered by GovEase as set forth in this Agreement, for each online sale administrated by GovEase under the terms of this Agreement on behalf of the Customer, the Customer shall pay or cause to be paid to GovEase a fee of $150 per parcel submitted to be listed on the GovEase website; this includes parcels redeemed/removed prior to the sale or sold at the sale. This fee will be assessed 30 days prior to the date of the tax sale, at which time the delinquent parcels will be posted on the GovEase auction portal.

2. GovEase will receive no fee for parcels which are offered for sale but receive no bid.

3. GovEase will not charge the Customer a setup fee.

4. GovEase will not charge a re-list fee for secondary or tertiary auctions within 45 days of the original auction date.

5. GovEase will not charge alteration fee for any changes made to the parcel listing requested by the Customer.

6. GovEase will submit an invoice setting forth the amount of its fee pursuant to Section III (2) of this Agreement for a sale conducted under this Agreement to the Customer within thirty (30) days of the conclusion of each such sale. The Customer hereby agrees to pay any such invoices in full within forty-five (45) days of receiving said invoice.

7. Unless otherwise provided on GovEase's invoice or in other instructions that GovEase provides to the Customer subsequent to the execution of this Agreement, payments shall be made to "GovEase Auction, LLC."

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	**Continued Public Hearing**: 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: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

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

Summary / Background Information

A public hearing was held on March 22, 2022 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).

After receiving public comments, the Board of Commissioners continued the public hearing until June 7, 2022 to give the landowners in DID 9/9A an opportunity to find the required number of Board members necessary to have a governing body.

County staff has learned individuals living in the area are trying to keep the DID active. To assist them, Staff is recommending that additional time be granted to determine the appointees and begin the necessary appointment process.

Fiscal Impact

No impact currently.

Recommendation

Grant additional time to determine DID 9/9A appointees.

Suggested Motion

I move that the Board finds the need to grant additional time to determine DID 9/9A appointees for its governing body and will continue the public hearing until July 19, 2022, at 9 a.m. in the Commissioner's Meeting Room, 3 floor Courthouse, Prosser.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

NOTICE OF PUBLIC HEARING(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.**

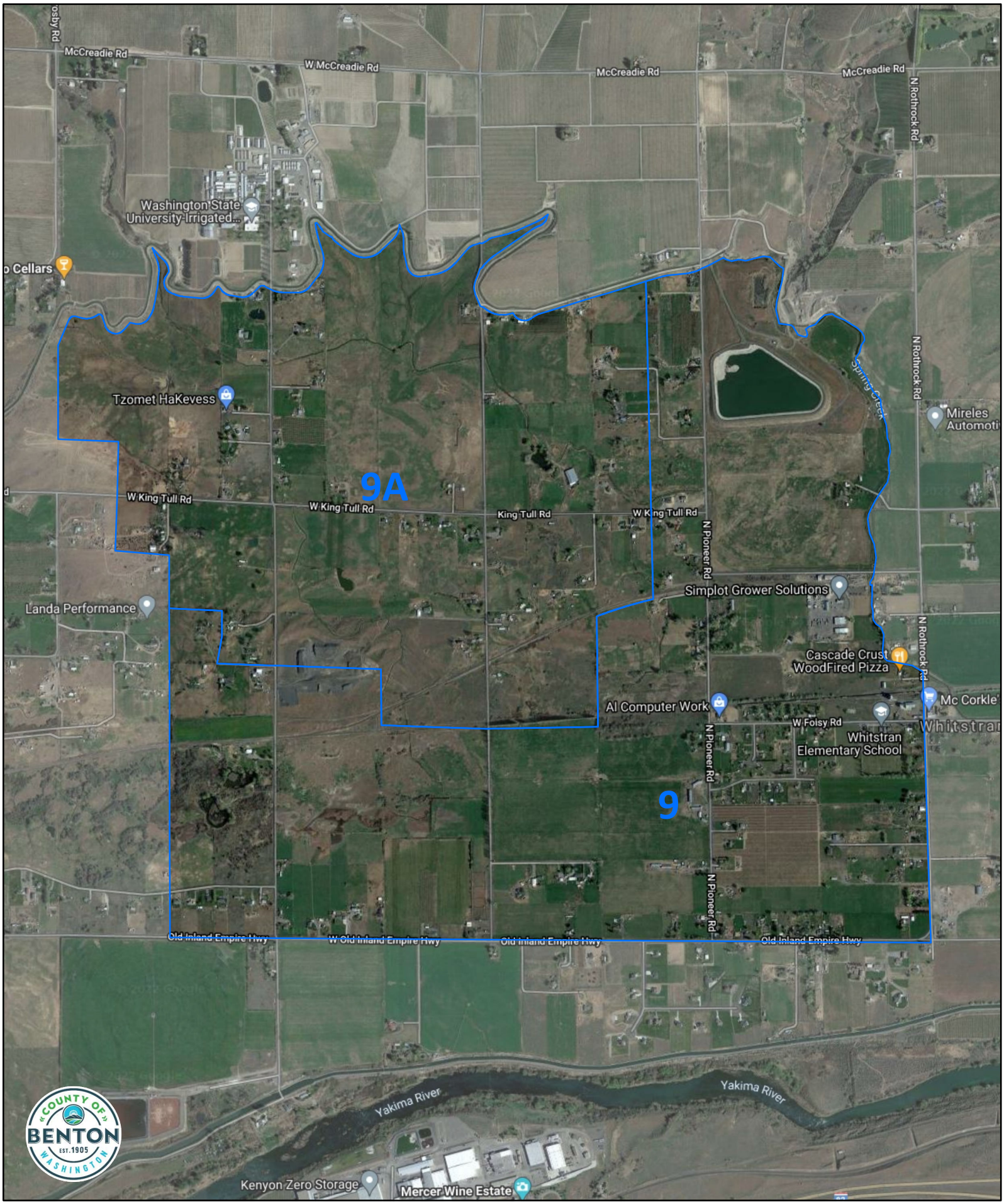
Dated at Prosser, Washington on this 16th day of February 2022.

SHON SMALL, Chairman
BOARD OF COUNTY COMMISSIONERS

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: March 2, March 9, March 16

Drainage Improvement District 9A & 9



Benton County Auditor

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

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

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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 unauditable 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

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 unauditable by the state auditor;

(4) "Unauditable" 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.]

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022 **Memo Date:** May 17, 2022
Subject:	Dissolution 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: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

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

Summary / Background Information

This is a public hearing to take public comment on the dissolution of an inactive special purpose district, Drainage Improvement District (DID) 10. DID 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.

On March 22, 2022, the Board of County Commissioners held a hearing where it was determined that DID 10 **meets the criteria for being "inactive" as provided in R.C.W. 36.96.010**. The special purpose district currently has no active governing body. 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.

It is recommended that given that DID 10 serves no public function, dissolving the district will eliminate administrative burdens imposed on Benton County and reduce costs to taxpayers resulting from those administrative burdens.

Fiscal Impact

Should dissolution of a District occur, 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 the resolution and ordinance dissolving DID 10.

Suggested Motion

I move that the Board adopts the resolution and ordinance to dissolve Drainage Improvement District 10 pursuant to chapter 36.96 RCW.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE DISSOLUTION OF DRAINAGE IMPROVEMENT DISTRICT 10 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) which 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 purpose 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, following public notice in the manner set forth in RCW 36.96.030, the Board of Commissioners of Benton County held a public hearing on March 22, 2022 on the matter of whether DID 10 is "inactive" within the meaning of chapter 39.96 RCW; and

WHEREAS, following the public hearing held on March 22, 2022, pursuant to RCW 36.96.040 the Board of Commissioners of Benton County passed Resolution No. 2022-221 which contained written findings regarding whether DID 10 meets the criteria of being "inactive" listed in RCW 36.96.010(3); and

WHEREAS, in Benton County Resolution No. 2022-221 the Benton County Board of Commissioners made the following written 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

WHEREAS, in Resolution No. 2022-221 the Benton County Board of Commissioners further entered a written finding and determination that DID 10 is "inactive" as provided in RCW 36.96.010(3); and

WHEREAS, based on the findings included in Resolution No. 2022-221, 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, after giving public notice in the manner set forth in RCW 36.96.030, on June 7, 2022, the Benton County Board of County Commissioners conducted a public hearing on whether DID 10 should be dissolved pursuant to the proceedings provided for in RCW 36.96.030 through RCW 36.96.080; and

WHEREAS, it is in the public interest to dissolve DID 10 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 County Commissioners of Benton County hereby finds that it is in the public interest to dissolve DID 10 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; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners of Benton County, based on the above finding as well as the findings and determinations contained in Benton County Resolution No. 2022-221 establishing that DID 10 is inactive as provided in RCW 36.96.010(3), hereby approves and immediately adopts Ordinance No. _____ dissolving DID 10 thirty-one days after the adoption of the Ordinance as provided in RCW 36.96.040; and

BE IT FURTHER RESOLVED, that the Clerk of the Board will provide a copy of the Ordinance to the Benton County Treasurer as provided in RCW 36.96.040.

BE IT FURTHER RESOLVED, that Ordinance No. _____ will not be codified.

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

Orig: Commissioners
cc: Auditor, Treasurer

Prepared by: R Hay

ORDINANCE NO._____

AN ORDINANCE dissolving Drainage Improvement District 10 pursuant to chapter 36.96 RCW.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. FINDINGS.

The Benton County Board of County Commissioners makes the following findings:

A. Benton County Drainage Improvement District 10 ("DID 10") is a special purpose district within the meaning of RCW 36.96.010(1).

B. 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.

C. 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.

D. 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.

E. It is in the public interest to dissolve DID 10 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.

SECTION 2. DISSOLUTION.

The Benton County Board of County Commissioners hereby dissolves DID 10 pursuant to RCW 36.96.040. As provided in that statute, the district will cease to exist and cease to have authority as of 31 days after the adoption of this Ordinance.

SECTION 3. CLERK TO DELIVER COPY

The Clerk of the Board of County Commissioners will provide a copy of this Ordinance to the Benton County Treasurer as required by RCW 36.96.040.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect and be in full force on June 7, 2022, and DID 10 will cease to exist 31 days after that date.

SECTION 5. SEVERABILITY

If any provision of this ordinance, or its application to any person, entity or circumstance, is for any reason held invalid, the remainder of the ordinance, or the application of the provision to other persons, entities or circumstances, will not be affected thereby.

SECTION 6. NON-CODIFICATION.

This Ordinance will not be codified.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

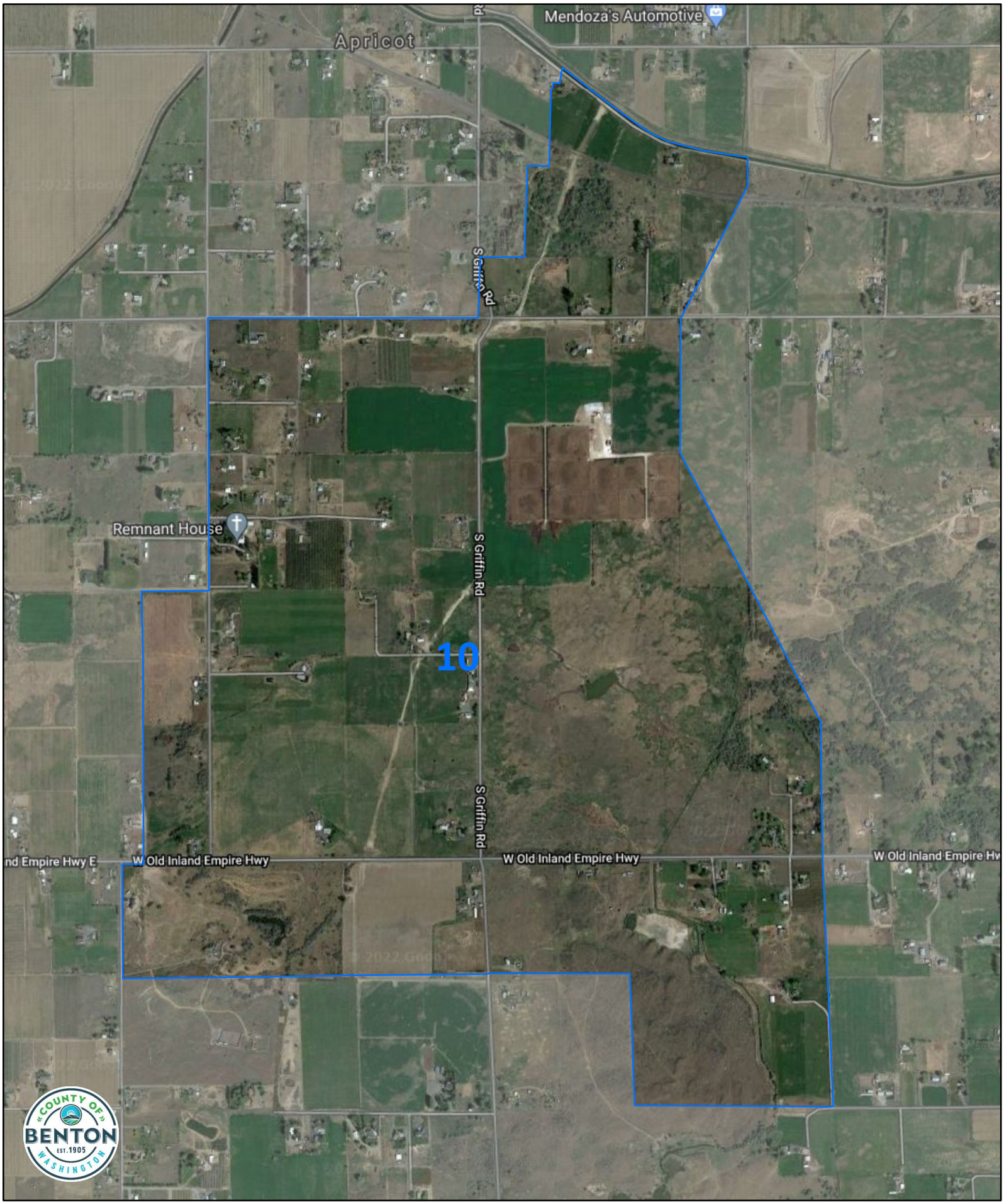
Approved as to Form:

_____
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

Drainage Improvement District 10



Benton County Auditor

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

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 unauditable 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

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the following public hearing will be considered by the Benton County Board of County Commissioners at an in-person and virtual public hearing on Tuesday, **June 7, 2022, at 9 a.m.** in the Commissioners' Conference Room, Third Floor, Courthouse Prosser WA, 620 Market Street, Prosser, WA.

Dissolution Of Inactive Special Purpose District - Drainage Improvement District 10

A public hearing is scheduled to discuss the dissolution of Drainage Improvement District 10 which 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.

Previously, the Board of County Commissioners held a hearing on March 22, 2022, where it was determined that Drainage Improvement District 10 meets the criteria for being "inactive" as provided in R.C.W. 36.96.010. The special purpose district currently has no active governing body.

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 from the Benton County Planning Division, by calling 736-3086 (Tri-Cities), 786-5612 (Prosser), or by emailing Planning.Department@co.benton.wa.us. 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, June 6, 2022.**

Dated at Prosser, Washington on this 28th day of March 2022.

SHON SMALL, Chairman
BOARD OF COUNTY COMMISSIONERS

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: May 10, May 17, May 24

Chapter Listing | RCW Dispositions

Chapter 36.96 RCW

DISSOLUTION OF INACTIVE SPECIAL PURPOSE DISTRICTS

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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 unauditable by the state auditor;

(4) "Unauditable" 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.]

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Ordinance Amendment to the County Public Records Policy, BCC 5.14
Presenter:	Adam Morasch; Mary Christen
Prepared By:	Mary Christen
Reviewed By:	Adam Morasch

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

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

Summary / Background Information

Benton County is proposing an amendment to Benton County Code 5.14 Public Records, Ordinance 442, Ordinance 582, and Ordinance 638 with a focus on the following:

a. Chapter 5.14 Public Records, amending BCC 5.14.070 (a), (b), (c), (d), and (e) updating department addresses and phone numbers;

b. Chapter 5.14 Public Records, amending BCC 5.14.070 (b) removing Benton County Corrections Department and adding it to BCC 5.14.070 (e);

c. Chapter 5.14 Public Records, amending BCC 5.14.120 (b) removing Table 5.14-1 Fee Schedule and adding it to the end of BCC 5.14.120.

d. Chapter 5.14 Public Records, adding BCC 5.14.120 (i) adopting fees for the redacting of body worn camera recordings;

e. Chapter 5.14 Public Records, amending BCC 5.14.120 Table 5.14-1 Fee Schedule adding fees for the redacting of body worn camera recordings;

The proposed changes are as follows:

Chapter 5.14 Public Records. The proposed amendment updates addresses and phone numbers for county departments. The proposed amendment adopts a fee for the redacting of body worn camera recordings.

The changes impact BCC 5.14.070 updating addresses and phone numbers for county department contacts.

The changes impact BCC 5.14.070 as shown:

(b) ((~~Benton County Corrections Department~~
~~Public Records Officer~~
~~7122 West Okanogan Place, Bldg B~~
~~Kennewick, WA 99336~~

~~Phone: (509)783-1451~~))

(e) Benton County Corrections Department
Public Records Officer
7122 W Okanogan Pl Ste B110
Kennewick, WA 99336

Phone: (509)783-1451 or
(509)786-5613

The changes impact BCC 5.14.120 removing Table 5.14-1 Fee Schedule from (b) and adding the table to the end of BCC 5.14.120.

The changes impact BCC 5.14.120 Table 5.14-1 Fee Schedule adding fees for the redacting of body worn camera recordings.

Fiscal Impact

Adoption of this Resolution will allow the County to recover reasonable costs associated with staff's time-consuming efforts to redact body-worn camera footage prior to disclosure under the Washington State Public Records Act.

Recommendation

It is the recommendation of the Benton County Risk Manager that the proposed amendment be approved by the Board of Benton County Commissioners and that the ordinance and resolution be signed.

Suggested Motion

I move that the Board of County Commissioners approve the proposed public records amendment amending Ordinances 442, 582, and 638, and Benton County Code Chapter 5.14.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTION OF ORDINANCE NO._____ RELATING TO PUBLIC RECORDS; AMENDING ORDINANCE 442, SECTION 7, ORDINANCE 582 SECTION 2, ORDINANCE 638, SECTION 1 AND BCC 5.14.070; AMENDING ORDINANCE 442, SECTION 12, ORDINANCE 582, SECTION 7, ORDINANCE 638, SECTION 4 AND BCC 5.14.120

WHEREAS, the Benton County Sheriff Department's body-worn camera program went live on January 1, 2022. Officers wear body cameras and capture recordings that are subject to release under the Washington State Public Records Act Chapter 42.56 RCW. Redaction of body camera footage is a time-consuming and tedious process, and staff spends considerable effort ensuring proper redaction before body-worn camera footage is released; and

WHEREAS, the Public Records Act allows agencies to charge the reasonable costs associated with redacting body-worn camera recordings; and

WHEREAS, the County analyzed the 2017 Body-Worn Video Redaction Cost Study completed by the Seattle Police Department, attached hereto as Exhibit A, which determined the amount of time it takes to redact such footage, and multiplied that amount of time by the rate-of-pay of staff who will apply redaction to determine the reasonable cost for redaction efforts; and

WHEREAS, the Benton County Sheriff's Office and Benton County Prosecuting Attorney's Office did conduct a cost analysis, attached hereto as Exhibit B; and

WHEREAS, because redaction efforts are time consuming, the best interest of the County is served by adopting a fee, as allowed by state law, to recover the cost of staff time incurred for redacting body-worn video recordings; and

WHEREAS, Benton County consulted the advisory model rules on public records compliance, Chapter 44-14 WAC, adopted by the Washington State Office of the Attorney General in developing the above-mentioned amendments of County ordinances, in accordance with RCW 42.56.570(4); and

WHEREAS, a public hearing was advertised and held on June 7, 2022, at 9:00 A.M. in the Commissioners' Meeting Room on the third floor of the Benton County Courthouse in Prosser, Washington to consider the above-mentioned amendments of County ordinances relating to public records; and

WHEREAS, at said hearing, the Board of Benton County Commissioners provided an opportunity for testimony both for and against the adoption of Ordinance No._____ and considered its affect in amending Ordinances 442, 582, and 638; and

WHEREAS, there was no testimony opposing adoption of the proposed ordinance amendments; and

WHEREAS, the Board of Benton County Commissioners is satisfied that it appears to be in the best interest of the public to adopt an ordinance to amend Ordinances 442, 582, and 638;

NOW, THEREFORE, BE IT RESOLVED that the Benton County Board of Commissioners adopts Ordinance No._____; and

BE IT FURTHER RESOLVED that said ordinance shall take effect upon its passage and adoption.

Dated this _____ day of _____ 2022.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Org: Risk Management
cc: Commissioners, S Godinez A. Morasch

Exhibit A

City of Seattle
Body Worn Video Redaction Cost Study Narrative

February 2017

Background

SPD has implemented a Body Worn Video (BWV) program. Officers will wear body cameras and will capture recordings that are public records subject to the Washington Public Records Act, Chapt. 42.56 RCW (PRA). The PRA allows a law enforcement agency responding to requests for BWV recordings to charge certain requestors the reasonable costs of redacting videos prior to disclosure. The purpose of this cost study is to determine those reasonable costs. Allowable redaction costs are in addition to copying costs that agencies are legally allowed to charge requestors.

Introduction

With the exception of the following requestors, the PRA allows an agency to charge a requestor the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure:

- A person directly involved in an incident recorded by the requested body worn camera recording;
- An attorney representing a person directly involved in an incident recorded by the requested body worn camera recording;
- A person or his or her attorney who requests a body worn camera recording relevant to a criminal case involving that person;
- The executive director from either the Washington state commission on African-American affairs, Asian Pacific American affairs, or Hispanic affairs; or
- If relevant to a cause of action, an attorney who represents a person regarding a potential or existing civil cause of action involving the denial of civil rights under the federal or state Constitution, or a violation of a United States department of justice settlement.

An agency that charges redaction costs must use redaction technology that provides the least costly commercially available method of redacting body worn camera recordings, to the extent possible and reasonable.

The purpose of this cost study is to determine the reasonable cost of redacting BWV recordings in order to provide a requestor the estimated cost of redacting particular BWV recordings and, to provide requestors a choice of redaction types in order to reduce costs to those requestors.

Principles

- We charge for redactions based on the parameters provided in the PRA
- We charge staff time directly applicable to redacting videos
- We charge staff time (salary + benefits) for no more than the lowest-paid employee assigned responsibility for redacting video
- We have highly-skilled Video Specialists who apply their expertise to redact video in an efficient and skillful manner
- We use redaction technology that most effectively and efficiently meets the administrative and operational needs of the Department
- We do not charge requestors any costs related to the redaction technology
- The City incurs substantial costs for video management, processing, storage, and redaction technology
- In addition to allowed redaction costs, we charge requestors the actual cost of copies of BWV recordings as provided in the PRA

Types of Redactions

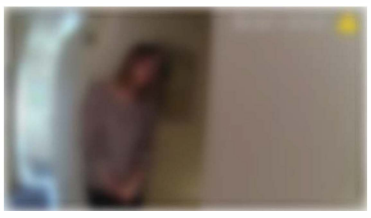
- Targeted Video Redaction of Person or Object with or without Targeted Audio Redaction: This blurs or blacks out the face or identifying features of an individual or object and removes exempt audio content
- Targeted Audio Redaction Alone: This removes exempt portions of the audio
- Targeted Blackout of Screen or Targeted Screen Blur with or without Audio Removal: This completely blacks out targeted segment(s) of video. It may also remove all audio from the segment(s) as called for
- Complete Screen Blur and Audio Removal: This blurs the entire screen for the entire duration of the video and removes all audio for the entire duration of the video
- The types of video redactions are illustrated in the next section

Video Redaction Type Illustrations

Targeted Video Redaction[1]

Targeted Blackout of Screen

Screen Blur[2]



[1] The size of the dot or shape obscuring an individual or object may vary to ensure that exempt identifying details are sufficiently obscured.

[2] Screen Blur may be targeted for a specific length of time within a video or for the entire duration of the video at the option of the requestor. Screen blur here is illustrated at 60% blur. The level of blurring may vary to ensure that exempt identifying details are sufficiently obscured

Redaction Process

The cost of redacting video using current technology reflects actual staff time derived from the workflow necessary to apply redactions as detailed in the SPD Redaction Process Workflow, attached to this Cost Study.

Time Studies

Stopwatch style time studies were conducted to determine the amount of time it takes to redact BWV recordings including how long it takes to fully blur and remove audio from an entire video, eliminate one minute of video, redact one minute of simple audio, redact one minute of complex audio, redact one minute of simple video, and redact one minute of complex video.

Time Study Results:

Redaction Type	Actual Time	Redaction Time
Targeted Video Redaction with or without Targeted Audio Redaction	1 Minute per individual or object redacted	10 Minutes per individual or object redacted
Targeted Audio Redaction Alone	1 Minute	5 Minutes
Targeted Blackout of Screen, Targeted Screen Blur with or without Audio Removal	1 Minute	4.5 Minutes
Complete Screen Blur and Audio Removal	Per Video	1 Minute

Video Specialist Weighted Salaries

The weighted salaries for Video Specialists within SPD range from $.61 per minute to $.89 per minute. The PRA allows agencies to charge the actual cost of redacting BWV recordings including the cost of redaction technology provided it is the least costly commercially available method. The Video Specialists weighted salary amounts do not include the cost of redaction technology and the City does not intend to charge requestors technology costs at this time. The City intends to charge requestors at the rate of $.60 per minute of Video Specialist time to redact body worn videos. This rate is below the actual cost incurred by the City for redacting video.

Estimating Redaction Costs

Based on the results of the cost study, SPD Public Disclosure Unit staff will calculate estimated redaction costs at the following rates:

Redaction Method	Estimated Cost Per Minute to Redact	Minutes to Redact Per Minute of Raw Footage	Estimated Cost of Redaction Per Minute of Raw Footage
Targeted Video Redaction with or without Targeted Audio Redaction	$0.60 per individual or object redacted	10 per individual or object redacted	$6.00 per individual or object redacted
Targeted Audio Redaction Alone	$0.60	5	$3.00

Targeted Blackout of Screen, Targeted Screen Blur with or without Audio Removal	$0.60	4.5	$2.70
Complete Screen Blur and Audio Removal	$0.60	N/A	$0.60/video

SPD Will Charge Redaction Costs Based on Actual Redaction Time

The City will charge requestors redaction costs reflecting the actual time it takes to redact a particular video calculated at the rate of $0.60 per minute.

Exhibit B

BENTON COUNTY WA
Prosecuting Attorney

ANDY MILLER
PROSECUTING ATTORNEY

RYAN K. BROWN
CHIEF DEPUTY, CIVIL

TERRY J. BLOOR
CHIEF DEPUTY, CRIMINAL

JULIE LONG
CHIEF CRIMINAL DEPUTY

GINNY BADDLEY
ADMINISTRATOR

CHERYL POCHERT
LS SUPERVISOR

7122 West Okanogan Place, STE A230
Kennewick, Washington 99336

(509) 735-3591

786-5608 *Prosser*
736-3066 *Fax*

DEPUTIES
TIMOTHY A. SKEELS
ANITA PETRA
MEGAN A. KILLGORE
KRISTIN M. MCROBERTS
BRENDAN M. SIEFKEN
LAUREL J. HOLLAND
REID W. HAY
STEPHEN J. HALLSTROM
RYAN J. LUKSON
ANDREW M. HOWELL
ANNIE CHAU
CRAIG SWENSON
ANDREW J. CLARK
BRITTNIE E. ROEHM
CLARISSA M. FRALEY
BRANDON L. PANG
BRIAN V. HULTGRENN
ERIC T. ANDREWS
JOSHUA J. LILLY
CHARLES H. DOW
TY J. ALBERTSON
MARIA E. GONZALEZ
KARLEY A. WHISMAN
ANA K. SEGOVIA
BROOKE A. AMSTER
RYAN K. REHBERG

May 12, 2022

Benton County Prosecuting Attorney's Office Public Records Cost Analysis

The purpose of this document is to provide information that shows the minimum salary cost for the purpose of setting a fee schedule. The graph below shows the lowest cost per hour and per minute for the lowest paid person performing public records requests in our office.

Cost Estimator		
Position (Grade 9)	$	3,691.00
Social Security 2102	$	282.36
Medical Insurance 2103	$	1,140.60
Retirement 2104	$	378.33
Paid Family Leave 2119	$	5.93
WorkComp Assessment	$	32.93
Monthly Cost	$	5,531.15
Rate per hour	$	31.91
Rate per minute	$	0.53

As you can see in the chart, the absolute minimum pay rate to fulfill public records requests is $31.91 per hour and .53 cents per minute.

If you have any questions or need further assistance, please contact me.

Very truly yours,

ANDY MILLER
Prosecuting Attorney

/s/ Hope Houck

HOPE HOUCK
Public Records Officer, Civil Division

BENTON COUNTY SHERIFF'S OFFICE

7122 W. OKANOGAN PLACE, BLDG. A
KENNEWICK, WA 99336

(509) 735-6555

www.co.benton.wa.us

Benton County Sheriffs Office Public Records Cost Analysis

The purpose of this document is to provide information that shows the minimum salary cost for the purpose of setting a fee schedule. The graph below shows the lowest cost per hour and per minute for the lowest paid person performing public records requests in our office.

Cost Estimator		
Position (Clerical 08a)	$	3,507.00
Social Security 2102	$	268.29
Medical Insurance 2103	$	1,123.66
Retirement 2104	$	359.47
Paid Family Leave 2119	$	5.64
WorkComp Assessment	$	32.93
Monthly Cost	$	5,296.98
Rate per hour		33.10 per hour
Rate per minute		.55 cents per nimute

As you can see in the graph, the absolute minimum pay rate to fulfill public records requests are $33.10 per hour and .55 cents per minute.

If you have any questions or need further assistance, please contact me.

Lt. Erik Magnuson
Benton County Sheriff's Office

ORDINANCE NO._____

AN ORDINANCE relating to public records; amending the section relating to public records officer contact information; amending the section relating to fees-copies of public records; amending Ordinance 442, Section 7, Ordinance 582, Section 2, Ordinance 638, Section 1 and BCC 5.14.070; and amending Ordinance 442, Section 12, Ordinance 582, Section 7, Ordinance 638, Section 4 and BCC 5.14.120.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 442, Section 7, Ordinance 582, Section 2, Ordinance 638, Section 1 and BCC 5.14.070 are hereby amended to read as follows:

PUBLIC RECORDS OFFICER CONTACT INFORMATION. Each office of an elected official, department, board, and committee shall have a Public Records Officer with an office at the address set forth below. Any person wishing to request access to public records, or seeking assistance in making a request should contact the Public Records Officer whose name shall be posted at such address or on the County internet site:

https://www.co.benton.wa.us

(a) The Administrator of the Board of County Commissioners is the Public Records Officer for the Board of County Commissioners, unless otherwise specified by resolution. If a Public Records Officer for any other elected office, department, board or committee is unavailable, the Public Records Officer for the Board of County Commissioners may be contacted for assistance. The contact information is:

Public Records Officer
Benton County Board of Commissioners
620 Market St((~~rect~~))
Prosser, WA 99350

Phone: (509) 786-5600

or

7122 W Okanogan Pl Ste E330
Kennewick, WA 99336

((~~Phone: (509) 786-5600 or~~))
Phone: (509) 736-3080

(b) The elected official is the Public Records Officer for that official's office, unless the elected official designates in writing another person as the Public Records Officer for that official's office. Contact information is:

[**NOTE**: This section is continued on the following page.]

Benton County Assessor
Public Records Officer
620 Market St((~~rcet~~))
((~~P. O. Box 902~~))
Prosser, WA 99350

Phone: (509) 786-2046

or

((~~5600-A West Canal Drive, A101~~))
7122 W Okanogan Pl Ste E130
Kennewick, WA 99336

Phone: (509) 735-2394

Benton County Auditor
Public Records Officer
620 Market St((~~rcet~~))
P((~~.~~))O((~~.~~)) Box 470
Prosser, WA 99350

Phone: (509) 786-5620 ((~~or (509) 736-2707~~))

or

7122 W Okanogan Pl Ste E120
Kennewick, WA 99336

Phone: (509) 736-2707

Benton County Coroner
Public Records Officer
7122 W((~~est~~)) Okanogan Pl((~~acc, Bldg A~~)) Ste C110
Kennewick, WA 99336

Phone: (509) 222-3720

Benton County Prosecuting
Attorney
Public Records Officer
7122 W((~~est~~)) Okanogan Pl((~~acc, Bldg A~~)) Ste A230
Kennewick, WA 99336

Phone: (509) 735-3591

Benton County Superior Court Clerk
Public Records Officer
7122 W((~~est~~)) Okanogan Pl((~~acc, Bldg A~~)) Ste A210
Kennewick, WA 99336

Phone: (509) 735-8388

Benton County Treasurer
Public Records Officer
620 Market St((~~rcet~~))
P((~~.~~))O((~~.~~)) Box 630
Prosser, WA 99350

Phone: (509) 786-2255 ((~~or (509) 736-3087~~))

or

7122 W Okanogan Pl Ste E110
Kennewick, WA 99336

Phone: (509) 736-3087

Benton County Sheriff
Public Records Officer
7122 W((~~est~~)) Okanogan Pl((~~acc, Bldg A~~)) Ste A120
Kennewick, WA 99336

Phone: (509) 735-6555

((~~Benton County Corrections Department
Public Records Officer
7122 West Okanogan Place, Bldg B
Kennewick, WA 99336

Phone: (509) 783-1451~~))

(c) The Public Records Officer of the Superior Court Judges is the Superior Court Administrator. Contact information is:

Public Records Officer
Benton County Superior Court Administrator
7122 W((~~est~~)) Okanogan Pl((~~acc, Building A~~)) Ste A130
Kennewick, WA 99336

Phone: (509) 736-3071((~~, Ext. 4~~))

(d) The Public Records Officer of the District Court Judges is the District Court Administrator. Contact information is:

Public Records Officer
Benton County District Court Administrator
7122 W((~~est~~)) Okanogan Pl((~~ace, Building A~~)) Ste A110
Kennewick, WA 99336

Phone: (509) 735-8476

(e) Each department head reporting to the Board of County Commissioners is the Public Records Officer for that department, unless the department head designates in writing another person as the Public Records Officer for that department. Contact information is:

Director of Benton-Franklin
Counties Human Services Department
Public Records Officer
7102 W((~~est~~)) Okanogan Pl((~~ace, Suite~~)) Ste 201
Kennewick, WA 99336

Phone: (509) 783-5284

Director of Benton-Franklin
Counties Juvenile Justice Center
Public Records Officer
5606 W((~~est~~)) Canal Dr((i~~ve,~~)) Ste A106
Kennewick, WA 99336

Phone: (509) 783-2151

Benton County Board of Equalization
Public Records Officer
((~~5600-C West Canal Drive, A105
Kennewick, WA 99336~~))
620 Market St
PO Box 509
Prosser, WA 99350

Phone: (509) 786-5604

Benton County Canine Shelter
Public Records Officer
1116 N Grant Pl
Kennewick, WA 99336

Phone: (509) 460-4923

Director of Benton County
Information Technology
Public Records Officer
((~~620 Market Street
P. O. Box 509
Prosser, WA 99350~~))
7122 W Okanogan Pl Ste E240
Kennewick, WA 99336

Phone: (509) 786-5603 or
(509) 736-3083

((~~Benton County Noxious Weed Control
Public Records Officer
1215 Dudley Avenue
P. O. Box 311
Prosser, WA 99350~~

~~Phone: (509) 786-6988~~))

Benton County ((~~Personnel~~)) Human Resources Manager
Public Records Officer
7122 W((~~est~~)) Okanogan Pl((~~ace, Bldg A~~)) Ste E310
Kennewick, WA 99336

Phone: (509) 737-2777

Director of Benton County
Planning Department
Public Records Officer
((~~1002 Dudley Avenue~~))
102206 E Wiser Pkwy
Kennewick, WA 99338

or

620 Market St
PO Box 910
Prosser, WA 99350

Phone: (509) 786-5612

Director of Benton County
Building Department
Public Records Officer
((~~5600 West Canal Drive, Ste C
Kennewick, WA 99336~~))
102206 E Wiser Pkwy
Kennewick, WA 99338

Phone: (509) 735-3500

Benton County Office of Public Defense Manager
Public Records Officer
7122 W Okanogan Pl Ste A220
Kennewick, WA 99336

Phone: (509) 222-3700

Benton County Civil Service Commission
Public Records Officer
7122 W((~~est~~)) Okanogan Pl((~~ace, Bldg A~~)) Ste E310
Kennewick, WA 99336

Phone: (509) 7((~~83~~))37-((~~5880~~))2777

Benton County Corrections Department
Public Records Officer
7122 W Okanogan Pl Ste B110
Kennewick, WA 99336

Phone: (509) 783-1451 or
(509) 786-5613

Director of Benton County Facilities and Parks Department
Public Records Officer
7122 W((~~est~~)) Okanogan Pl((~~ace, Bldg A~~)) Ste D110
Kennewick, WA 99336

Phone: (509) 783-3118

Benton County Fairgrounds
Public Records Officer
1500 S((~~.~~)) Oak St #20
Kennewick, WA 99337

Phone: (509) 586-9211

Benton County Horticultural and Pest Disease Control Board
Public Records Officer
((~~1121 Dudley Avenue~~))
620 Market St
Prosser, WA 99350

Phone: (509) 785-5609

Director of Benton County ((~~Road Department~~)) Public Works
Public Records Officer
620 Market St((~~rcet~~))
P((~~.~~))O((~~.~~)) Box 1001
Prosser, WA 99350((~~-0954~~))

Phone: (509) 786-5611

or

102206 E Wiser Pkwy
Kennewick, WA 99338

Director of Benton County Sustainable Development
Public Records Officer
7122 W((~~est~~)) Okanogan Pl((~~ace, Bldg A~~)) Ste E330
Kennewick, WA 99336

Phone: (509) 736-3053

Washington State University
Benton County Extension
Public Records Officer
((~~1121 Dudley Avenue~~))
620 Market St
Prosser, WA 99350

Phone: (509) 786-5609

or

7102 W((~~.~~)) Okanogan Pl((~~ace, Suite~~)) Ste 102
Kennewick, WA 99336

Phone: (509) 735-3551

(f) The Administrator of the Board of County Commissioners is the Public Records Officer for every board or committee not listed herein that is appointed by and reports to the Board of County Commissioners, unless otherwise specified by resolution.

SECTION 2. Ordinance 442, Section 12, Ordinance 582, Section 7, Ordinance 638, Section 4 and BCC 5.14.120 are hereby amended to read as follows:

FEES--COPIES OF PUBLIC RECORDS. (a) Except as otherwise allowed in BCC 5.14.130, a reasonable fee shall be charged to reimburse the County for the costs of providing copies of public records, including any mailing, delivery, or transmission costs. Payment shall be made by cash, check, or money order payable to "Benton County Treasurer." Online payments are accepted pursuant to the Elected Official's policy.

(b) Pursuant to RCW 42.56.120 and Benton County Resolution 2017-538, the County has determined that calculating the County's actual

costs of copying public records is unduly burdensome. Accordingly, the County's adopted fee schedule provides for the fees authorized in RCW 42.56.120 for copying and providing public records. The ((~~following~~)) below fee schedule, Table 5.14-1, is applicable to public records requests unless the copying is done by a third person for hire or a different fee is fixed by this chapter or federal or state law.

((~~TABLE 5.14-1 FEE SCHEDULE~~

~~Photocopies of public records~~	~~$0.15 per page~~
~~Printed copies of electronic public records printed at the request of the requestor~~	~~$0.15 per page~~
~~Use by the requestor of County equipment to photocopy public records~~	~~$0.15 per page~~
~~Public records scanned into an electronic format~~	~~$0.10 per page~~
~~Use by the requestor of County equipment to scan the public records~~	~~$0.10 per page~~
~~Electronic files or attachments uploaded to e-mail, cloud-based data storage service, or other means of electronic delivery~~	~~$0.05 per each four (4) files or attachments~~
~~Transmission of public records in an electronic format~~	~~$0.10 per gigabyte~~
~~Use by the requestor of County equipment to send public records electronically~~	~~$0.10 per gigabyte~~
~~Digital storage media or device provided by the County~~	~~Actual Cost~~
~~Container or envelope used to mail copies of public records to requestor~~	~~Actual Cost~~

[**NOTE**: This section is continued on the following page.]

~~Postage or Delivery Charge~~	~~Actual Cost~~
~~Audio or Video redactions~~	~~Actual Cost charged by third party vendor~~
~~Online Credit Card Payment~~	~~Processing and convenience fee in accordance with vendor software~~))

The charges in the ((~~above~~)) fee schedule may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request.

(c) Any request for physical copies of more than twenty-five (25) pages of documents, any oversized documents, physical copies of photographs, recorded images or sounds, or computer disks or any other record that cannot be copied, duplicated, or redacted with the County's equipment may be sent by the County to a private vendor for copying or duplication, in which case the fee shall be the actual charge imposed by the private vendor for copying, plus applicable taxes and shipping costs. The Public Records Officer may require that all charges be paid in advance of the release of the copies.

(d) The fee for providing a copy of public records may be set by state statute or federal law. Where the state or federal law sets a fee for providing a copy of a record, that fee will be charged.

Examples of fees set by state law are the fees for:

(1) death certificates (RCW 70.58.107);
(2) court papers (RCW 3.62.060) (RCW 36.18 and CR 17(4));
(3) duplication of electronic tapes of a court proceeding (RCW 3.62.060);
(4) traffic accident reports (RCW 46.52.085); and
(5) criminal history information (RCW 10.97.100).

(e) Before beginning to copy the requested records, the Public Records Officer or designee may require the requestor to pay a deposit of up to ten (10) percent of the estimated copying costs of all records selected for copying by the requester. The Public Records Office can require payment of the deposit before copying an installment of the records or the entire request. When copying is completed, the Public Records Officer or designee may require payment of the remainder of the copying costs before providing the records. No sales tax may be charged.

(f) If a Public Records Officer provides records in installments, the Public Records Officer may charge and collect all applicable copying fees for each installment prior to providing the installment to the requestor.

(g)(1) In addition to other charges that may be assessed, the Public Records Office may impose a customized service charge for providing records. A customized service charge may be imposed for public records requests requiring the use of information technology expertise to prepare data compilations or to provide

customized electronic access services, when such compilations or services are not used by the County for other County purposes. A customized service charge may be used to reimburse the County up to the actual cost of providing the compilations or services.

(2) Prior to imposing a customized service charge, the Public Records Officer must notify the requestor of the customized service charge applicable to the request. The notice to the requestor must include: an explanation of why the customized service charge applies; a description of the specific expertise involved; a reasonable estimate cost of the charge; and notice to the requestor that he or she may amend the request in order to avoid or reduce the cost of the customized service charge and an opportunity to do so.

(h) A requestor may ask the Public Records Officer to provide a summary of the charges applicable to his or her request before any copies are made, and the requestor may revise the request to reduce the number of copies to be made and the applicable charges. The Public Records Officer shall provide such a summary upon request.

(i) Pursuant to RCW 42.56.240(14)(f) and Benton County Resolution 2017-538, the County has determined they may charge for the redacting of body worn camera recordings. Accordingly, the County's adopted fee schedule provides for the fees authorized in RCW 42.56.240(14)(f) for the reasonable costs of redacting, altering, distorting, pixelating, suppressing, or otherwise obscuring any portion of the body worn camera recording prior to disclosure.

TABLE 5.14-1 FEE SCHEDULE

Photocopies of public records	$0.15 per page
Printed copies of electronic public records printed at the request of the requestor	$0.15 per page
Use by the requestor of County equipment to photocopy public records	$0.15 per page
Public records scanned into an electronic format	$0.10 per page
Use by the requestor of County equipment to scan the public records	$0.10 per page

[**NOTE**: This section is continued on the following page.]

Electronic files or attachments uploaded to e-mail, cloud-based data storage service, or other means of electronic delivery	$0.05 per each four (4) files or attachments
Transmission of public records in an electronic format	$0.10 per gigabyte
Use by the requestor of County equipment to send public records electronically	$0.10 per gigabyte
Digital storage media or device provided by the County	Actual Cost
Container or envelope used to mail copies of public records to requestor	Actual Cost
Postage or Delivery Charge	Actual Cost
Audio or Video redactions	Actual Cost charged by third party vendor
Online Credit Card Payment	Processing and convenience fee in accordance with vendor software
Redaction of Body-Worn Camera Footage (video/audio)	$0.60 per minute of redaction effort

SECTION 3. Severability. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 4. Effective Date. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

_____
Deputy Prosecuting Attorney

Attest:_____
Clerk of the Board

Mary Christen

From: Eric Andrews
Sent: Wednesday, May 18, 2022 4:31 PM
To: Mary Christen
Cc: Adam Morasch; Hope Houck
Subject: RE: BCC 5.14

Yes

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

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

From: Mary Christen <Mary.Christen@co.benton.wa.us>
Sent: Wednesday, May 18, 2022 4:18 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Adam Morasch <Adam.Morasch@co.benton.wa.us>; Hope Houck <Hope.Houck@co.benton.wa.us>
Subject: RE: BCC 5.14

Eric, Is the code approved to move forward?
Thank you.
Mary

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/7/2022
Subject:	Public Hearing – Budget Adjustment
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

The Department of Human Services, Fund 0108101 was awarded 3 new Grants due to COVID-19 that were not included in the 2021-2022 budget process.

- Benton County was awarded $12,213,576 from Washington State Commerce from the US Treasury for rent, utilities and By & For Agencies (C-TRAP-2) due to COVID-19.
- Benton County was awarded an additional $7,664,001 in Eviction Rent Assistance Program (ERAP) due to COVID-19.
- Benton County was awarded $4,875,836 from the US Treasury on May 10, 2021, for rent and utilities (TRAP-2) due to COVID-19.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to the Human Services Fund, fund number 0108101 - $24,753,413.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for the Human Services Fund, fund number 0108101.

Suggested Motion

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for the Human Services Fund, fund number 0108101, in the amount of $24,753,413.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENT TO THE 2021-2022 HUMAN SERVICES FUND NO. 0108-101, BUDGET IN THE AMOUNT OF $24,753,413

WHEREAS, the Finance Manager has requested a budget adjustment to the Human Services Budget, Fund No. 0108-101, in the amount of $24,753,413 for expenditures associated with 3 Grants received due to COVID-19; and

WHEREAS, a public hearing was held on Tuesday June 7, 2022, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustment to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustment to the 2021-2022 Human Services Budget, Fund No. 0108-101, in the amount of $24,753,413 be approved per the attached request.

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

Orig Commissioners
cc: Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Human Services**	Fund Number:	**0108101**
Dept Name:	**Welfare Services**	Dept Number:	**551**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
565.120.4155	Contract Services	4,000,000	6,650,000
565.120.4509	Rentals	3,500,000	14,382,568
565.120.4701	Utilities	164,001	1,360,843
565.150.4155	Contract Services	6,403,368	7,718,368
565.150.4509	Rentals	10,460,000	15,230,953
565.150.4701	Utilities	226,044	867,261
	Total Adjustment	$24,753,413	

Revenue

BARS Number	Item Name	Amount
333.21.0230	Treasury Rent Assistance Program CTRAP	12,213,576
331.21.0230	Treasury Rent Assistance Program CTRAP	4,875,836
333.21.0196	Eviction Rent Assistance Program (ERAP)	7,664,001
	Total Revenue	$24,753,413

Basis for Budget Adjustment (Attach Documentation as Appropriate):

* Benton County was awarded $12,213,576 from Washington State Commerce which came from the US Treasury for rent, utilities and By & For Agencies (C-TRAP-2) due to the Coronavirus Disease (COVID-19).

* Benton County was awarded an additional $7,664,001 in Eviction Rent Assistance Program (ERAP) due to the Coronavirus Disease 2019 (COVID-19).

* Benton County was awarded $4,875,836.00 from the US Treasury on May 10, 2021 for rent and utilities (TRAP -2) due to the Coronavirus Disease 2019 (COVID-19).

*All three grants required a supplemental for they were not included in the 2021-2022 budget process.

Commissioners

CHAIRMAN

COMMISSIONER

JEROME DELVIN - ABSENT

COMMISSIONER

☑ Approved for Hearing
☐ Denied

Review Notes: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Authorizing payment to Ennis-Flint, Inc. for the purchase of thermoplastic markings
Presenter:	Matt Mahoney
Prepared By:	D. Hope
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

The Public Works Department uses thermoplastic markings on county roads to mark crosswalks, railroad crossings, etc. These markings are replaced after the Bituminous Surface Treatment project is complete. The Road Maintenance Manager prepared a list of the markings needed to replace the markings in the upcoming BST area. There are only 2 vendors in the United States that supply thermoplastic markings. Both of these vendors were solicited, and the quotes provided are as follows:

Traffic Safety Supply – Portland, OR	$11,284.06 including WSST
Ennis-Flint – Greensboro, NC	$12,761.93 including WSST

Traffic Safety Supply provided the lowest quote however they did not provide pricing for all requested material, therefore, the County Engineer recommended the purchase of thermoplastic markings from Ennis-Flint, Inc. of Greensboro, NC.

The materials were prematurely ordered prior to the Board approving the purchase by Resolution and the product has been received. The County Engineer is seeking authorization by the Board for payment to Ennis-Flint, Inc. in the amount of $12,761.93 including WSST.

Fiscal Impact

Amount: $12,761.93 including WSST

Fund: Road Fund (0101-101)

Recommendation

Approve the payment to Ennis-Flint for thermoplastic markings to be used by the Benton County Public Works Department in the amount of $12,761.93 including WSST.

Suggested Motion

I hereby move to approve the payment of $12,761.93 to Ennis-Flint, Inc. of Greensboro North Carolina for Thermoplastic markings to be used by the Public Works department.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO ENNIS-FLINT, INC. FOR THE PURCHASE OF THERMOPLASTIC MARKINGS FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT

WHEREAS, per the Benton County Procurement, Leasing and Contracting Policy, county departments are required to obtain quotes for purchases between $10,000 and $50,000.00 from at least three (3) vendors on the MRSC vendor list unless the product is such that it is not reasonable to obtain 3 quotes, and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the Public Works Department uses thermoplastic markings on County roads and the need to replace the markings is necessary after the upcoming Bituminous Surface Treatment project is complete; and

WHEREAS, there are only two vendors in the United States that supply thermoplastic markings. Both of these vendors were solicited, and the quotes are as follows:

Traffic Safety Supply - Portland, OR	$11,284.06 including WSST
Ennis-Flint - Greensboro, NC	$12,761.93 including WSST

WHEREAS, though Traffic Safety Supply provided the lowest quote, they did not provide pricing for all requested material, therefore, the County Engineer recommended the purchase of thermoplastic markings from Ennis-Flint, Inc. of Greensboro, NC; and

WHEREAS, the purchase was prematurely ordered prior to the Board of Benton County Commissioners approving the purchase by Resolution; and

WHEREAS, the product has been received and the County Engineer is seeking authorization by the Board of Commissioners for payment to Ennis-Flint, Inc., Greensboro, NC in the amount of $12,761.93 including WSST as the most responsive bidder; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes payment to Ennis-Flint, Inc., Greensboro, NC in the amount of $12,761.93 including WSST for the purchase of thermoplastic markings for use by the Benton County Public Works Department.

Dated this 7th day of June 2022.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Orig.: Purchasing Dept. D. Hope
cc: Auditor, PA, Ennis-Flint

To: Fax or Email:

Ennis-Flint, Inc.
Flint Trading Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

<< QUOTE >>

PAGE 1

QUOTE DATE 4/27/2022
QUOTE NO 00261512
CURRENCY ID USD

SOLD TO
50036
COUNTY OF BENTON / WA
P O BOX 1001
PROSSER, WA 99350-0954

SHIP TO
50036-1
BENTON COUNTY
CLAYTON RAWLING
102808 WISER PKWY
General Delivery
KENNEWICK, WA 99338

CONTRACT NUMBER 06815

TOTAL DUE 12,761.93

CSSR	SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
CSG	09		5/27/2022	4/27/2022	00261512	4/27/2022		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 30 Days	QUOTE ONLY	TRUCK	DAP

ITEM ID	LOCATION	QUANTITY	UOM	DISC UNIT PRICE	QUOTE PRICE	EXT QUOTE PRICE
8430566HS PM125WH Q15' VG 24" WHITE LINE	FLINT01	40.000000	PACK	158.75	158.750000	6,350.00
PMK8130103AHS PM125WH Q1 VG 20'x8' RXR KIT	FLINT01	4.000000	EACH	455.40	455.400000	1,821.60
PM602002 PMWH/WH Q36'/36' 4" RUMBLE BAR KIT 36' 2" WH RUMBLE BAR 250M W/36' 4" WH NB BASE 125M	FLINT01	8.000000	PACK	167.80	167.800000	1,342.40
8330241L PM125WH Q2 BD 8' LFT TURN ARW	FLINT01	3.000000	PACK	391.40	391.400000	1,174.20
8330241R PM125WH Q2 BD 8' RGT TURN ARW	FLINT01	1.000000	PACK	391.40	391.400000	391.40
8431067CONT PM125W/BK Q15' BD 18"WHT LN W/3"BLK CONTRAST	FLINT01	2.000000	PACK	196.20	196.200000	392.40
PMK8130103A-RETRO PM125BK Q1 8'x20' RXR RETRO KIT	FLINT01	1.000000	EACH	344.60	344.600000	344.60
D Order Notes QUOTE ONLY	FLINT01	1.000000	NA	0.00	0.000000	0.00

PREPARED BY:
CRYSTAL GENTRY
CGENTRY@PPG.COM

To: Fax or Email:

Ennis-Flint, Inc.
Flint Trading Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

<< QUOTE >>

QUOTE DATE 4/27/2022
QUOTE NO 00261512
CURRENCY ID USD

SOLD TO
50036
COUNTY OF BENTON / WA
P O BOX 1001
PROSSER, WA 99350-0954

SHIP TO
50036-1
BENTON COUNTY
CLAYTON RAWLING
102808 WISER PKWY
General Delivery
KENNEWICK, WA 99338

CONTRACT NUMBER 06815

TOTAL DUE 12,761.93

CSSR	SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
CSG	09		5/27/2022	4/27/2022	00261512	4/27/2022		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 30 Days	QUOTE ONLY	TRUCK	DAP

ITEM ID	LOCATION	QUANTITY	UOM	DISC UNIT PRICE	QUOTE PRICE	EXT QUOTE PRICE

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	CC Fee	TOTAL
11,816.60	0.00	0.00	945.33	0.00	12,761.93

All sales are subject to Ennis-Flint, Inc.'s (dba Flint Trading) Standard Terms and Conditions of Sale. A copy can be found on the Ennis-Flint website. For Remittance by Credit Card, a 3% transaction fee will be assessed.

Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Susan Gerkin

SALES QUOTE

Quote Number	Date	Customer Number
SQN00039613	04-21-22	C000232
Quote valid for 30 days.		

Bill To:

Benton County - Engineer
PO Box 1001
Prosser, WA 99350

Ship To:

Benton County - Engineer
102808 Wiser Pkwy
Kennewick, WA 99338

Contact Name: Nick Curtis
Phone Number: (509) 539-8532

Project: Premark Materials

Freight Terms: Prepaid

Product	*Description*	*Quantity*	*Price*	*Extended Price*
DP00040	PREMARK, WHITE, VIZIGRIP, 24" X 3', 15'/PK, 125 MIL	40.00 PK	$140.25	$5,610.00
DP02363	PREMARK, R X R KIT, WHITE, 20' X 8', 125 MIL	4.00 PK	$402.30	$1,609.20
DP02576	PREMARK, RUMBLE BAR, WHITE, BEADED, 2" X 3', 60'/PK, 250 MIL	8.00 PK	$160.15	$1,281.20
DP02577	PREMARK, RUMBLE BAR BASE, WHITE, NON-BEADED, 4" X 3', 60'/PK, 125 MIL	8.00 PK	$96.70	$773.60
DP02533	PREMARK, ARROW, LEFT, WHITE, 8' X 6' 4", 125 MIL **2/Box**	3.00 PKG	$293.55	$880.65
DP02534	PREMARK, ARROW, RIGHT, WHITE, 8' X 6' 4", 125 MIL **2/Box**	1.00 PKG	$293.55	$293.55

Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Susan Gerkin

SALES QUOTE

Quote Number	Date	Customer Number
SQN00039613	04-21-22	C000232
Quote valid for 30 days.		

Total Before Tax	$10,448.20
Tax	$835.86
Order Total	$11,284.06

Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Susan Gerkin

SALES QUOTE

Quote Number	Date	Customer Number
SQN00039613	04-21-22	C000232
Quote valid for 30 days.		

Terms and Conditions

By confirming this Order Acknowledgment, Customer agrees to the following:

1. Customer confirms the above order and prices. Custom orders, which are customized products made specifically for the Customer, are non-returnable and cannot be cancelled once placed. Non-custom orders for stock product may be canceled not less than 2 days of scheduled shipment date, but are subject to a 20% restocking fee. Non-custom orders for non-stock product, provided Seller's vendor accepts the cancellation or return, may be canceled or returned not less than 10 days of scheduled shipment date, but is subject to payment of Seller's vendor's restocking fee.
2. Terms of sale are Net 30 days from invoice date unless otherwise stated on the invoice. Customer agrees to pay all invoices timely and to pay interest on past due balances at the rate of 18% per annum unless such interest rate is not allowed by law and in that event at the highest rate allowed by law.
3. Customer agrees to pay on demand all of Seller's costs and expenses, including without limitation reasonable attorneys' fees, legal expenses and/or collection agency fees, charges and expenses, incurred by Seller in connection with collection of any amounts owed to Seller whether or not a lawsuit is filed, in any bankruptcy proceedings or in any appeal. Customer also agrees to pay all attorneys' fees, costs, expenses and collection agency fees, costs and expenses incurred by Seller in any judgment enforcement proceedings or actions.
4. Customer agrees that venue and jurisdiction for any suit or legal action may be had in Multnomah County, Oregon.
5. Customer agrees that claims for shortages and/or non-conforming goods for any reason must be made in writing within 72 hours of delivery of the goods. Failure to timely notify Seller shall constitute a waiver of the shortage or non-conformity. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.
6. Customer agrees that if a carrier or transportation company delivers the goods, Customer will inspect the goods and packaging upon receipt and notify Seller and carrier or transportation company immediately and in writing of any packaging damage or damage to the goods. Failure of Customer to so notify Seller and carrier or transportation company as required herein shall constitute Customer's unqualified acceptance of such goods and packaging in the condition in which they were delivered by carrier or transportation company.
7. Seller warrants that the good sold are free of defects. Goods not manufactured by Seller are not warranted by Seller and carry only the warrant(ies) of the manufacturer. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) CONCERNING OR RELATING TO THE GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. Customer agrees that Seller's liability to Customer under this Order Acknowledgment, any warranty obligation, or the manufacture, delivery, installation, repair, or use of any good sold by Seller shall not exceed the price paid for such good. Customer agrees that Seller shall not be liable for any incidental, special, or consequential damages.
9. Customer agrees that purchase orders and other documents issued by Applicant or any agent thereof that include terms and conditions different from, or in addition to, the terms and conditions of this Order Acknowledgment will not be enforceable and will not amend this Order Acknowledgment or constitute an agreement between Customer and Seller. This Order Acknowledgment and the Credit Application/Sales Agreement (if executed) constitute the complete and integrated agreement between Customer and Seller and cannot be amended unless in writing and signed by Seller and Customer.
10. Any person confirming this Order Acknowledgment on behalf of Customer represents and warrants to Seller that he or she has authority to bind Customer to the terms and conditions of this Order Acknowledgment.

Customer (as defined above) hereby confirms and agrees to the terms and conditions herein:
Name of person signing for Customer: _____
Print Name: _____
Date: _____

Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Susan Gerkin

SALES QUOTE

Quote Number	Date	Customer Number
SQN00039613	04-21-22	C000232
Quote valid for 30 days.		

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	06/07/2022
Subject:	Update the Communications Coordinator
Presenter:	L. Wingfield and M. Rasmussen
Prepared By:	K. Ainsworth
Reviewed By:	L. Wingfield

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

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

Summary / Background Information

County Administration has identified a need to update the Communications Coordinator classification description to adequately document newly assigned tasks. The Human Resources department worked with the Deputy Administrator to update the classification description as presented. In addition, presented is the appropriate placement on the Benton County non-bargaining salary schedule at a grade 17 to ensure consistency and the line item transfer to fund the position.

Fiscal Impact

No supplement required, re-organization eliminating the Special Programs Coordinator in the Auditor's Office

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolutions to update the Communications Coordinator classification description, the salary placement as a Benton County non-bargaining grade 17, and approve the LIT to fund the position

Suggested Motion

I move to approve the Communications Coordinator classification description as presented.

I move to approve the Communications Coordinator as a grade 17 on the Benton County Non-Bargaining Salary Schedule.

I move to approve the LIT to fund the Communications Coordinator position.

cc: HR, Auditor, Admin

Prepared by: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF UPDATING THE COMMUNICATIONS COORDINATOR CLASSIFICATION DESCRIPTION

WHEREAS, the Human Resources Department worked with the Deputy Administrator to update the classification description for the Communications Coordinator to include duties formally performed by the Special Programs Coordinator in the Auditor's Office; **NOW THEREFORE**,

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

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

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

Dated this _____ day of June, 2022.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Admin

Prepared by: K. Ainsworth

TITLE: Communications Coordinator

DEPARTMENT: Commissioners

REPORTS TO: Sustainable Development Manager

SUPERVISES: None

FLSA: Exempt

SUMMARY:

Provides staff support to the Board of Commissioners, County Administration, and senior management in three primary areas: communications and public affairs, legislative affairs, and project management. Also oversees and coordinates the Public Safety Sales Tax (PSST) Gang and Crime Prevention Initiative and related contracts.

EXAMPLES OF JOB DUTIES:

Plan, organize, and coordinate County-wide communications activities and programs. Oversee the County's efforts on all aspects of outreach, communications, and public affairs.

Establish and maintain effective working relationships with all relevant media and serve as the primary media contact for the County, including news releases, media interviews, and press conferences.

Manage and oversee the County's social media presence and website content.

Plan special events such as groundbreakings, ribbon cuttings, and tours, including all related outreach and media relations.

Act as liaison to other departments within the County and with outside agencies to collaborate and coordinate activities and provide information.

Design, plan, and advise on issues relating to communications, outreach, and public affairs including development and dissemination of informational materials to employees and the public.

Remain current on legislation, legal requirements, and the regulatory environment affecting County projects and programs, and interpret information to advise staff and elected officials accordingly.

Serve as the County's primary contact on legislative affairs including acting as liaison to the County's governmental affairs/lobbying consultants.

Develop and implement the County's legislative priorities each year in coordination with County Administration, senior management, elected officials, and governmental affairs/lobbying consultants.

Coordinate strategic planning around policy issues and establish a concerted agency strategy, including communicating and keeping County Administration, senior management, and elected officials apprised of legislation affecting the County.

Coordinate the Public Safety Sales Tax (PSST) Gang and Crime Prevention Initiative and related contracts.

Monitor revenues and expenses related to PSST, including providing information on County website and social media, as appropriate.

Manage contracts with outside agencies participating in the Gang and Crime Prevention Initiative, or on other initiatives that could be included in the PSST.

Develop and present regular reports about PSST to the Board of Commissioners, County Administration, senior management, elected officials, and the public.

Manage real and personal property surplus program.

Monitor, maintain and report on County inventory including small and attractive assets and capital assets (includes vehicle titles, leases and software arrangements).

Other duties as assigned.

WORKING CONDITIONS

Work is primarily performed in a traditional office environment but also requires occasional travel, mostly in the Tri-Cities area, with some travel statewide, regionally, or nationally.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of principles and practices of the modern office environment, including proficiency in Microsoft Office.

Knowledge of the functions, capabilities, and interactions of local, state, and federal government.

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

Ability to manage one's own time and to plan, organize, schedule, and coordinate priorities among work deliverables, meetings, and other commitments.

Ability to analyze material and make decisions and judgments relating to the employee's area of responsibility.

Ability to be a motivated "self-starter" who can complete immediate tasks while also focusing on long-term projects without direct regular supervision.

Ability to work collaboratively in diverse teams comprised of people from various departments and agencies with different personalities, backgrounds, and perspectives.

Ability to multi-task to function in a busy political environment with demands from multiple sources and simultaneous deadlines.

Excellent communications skills, both oral and written, and the ability to interpret and explain material for other employees, outside agencies, and the public using courtesy, tact, and good judgment. The person in this position needs to be comfortable in a public speaking environment.

Excellent interpersonal skills to establish and maintain effective working relationships with County officials and other employees, outside agencies, and the public.

Strong attention to detail and innovative thinking skills.

EDUCATION AND EXPERIENCE:

Bachelor's degree from an accredited college or university in business or public administration, communications, or a related field; and five (5) years progressively responsible experience in communications, public relations or public affairs, legislative issues, and project management; or any combination of education and experience which would provide the applicant with the desired knowledge, skills, and abilities required to perform the job.

Prior experience in local government is desired.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Driver's License.

Updated June 2022

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING THE SALARY GRADE FOR THE UPDATED COMMUNICATIONS COORDINATOR

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

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

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

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

Dated this _____ day of June, 2022.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Admin

Prepared by: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 102 TO DEPARTMENT NUMBER 107

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor's to Commissioners' Dept Nbr: 102 to Department Number 107

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 102 TRANSFER TO: Dept 107

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.300	1823	Special Programs Coordinator	$8,613	513.100	1652	Communications Coordinator	$17,226
514.810	1823	Special Programs Coordinator	$8,613				
TOTAL			$17,226	TOTAL			$17,226

Explanation:

To appropriate funding for the Communications Coordinator position. Position 1652 is a Grade 17, Nonbarg. The Auditor's Office has eliminated position 1823, Special Programs Coordinator, which is being utilized to fund the Commissioners Office, Communications Coordinator increase in responsibilities.

Prepared by: Linda Ivey Date: 10-May-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 7, 2022
Subject:	Appointing Members to the Benton-Franklin Behavioral Health Advisory Committee
Presenter:	Matt Rasmussen
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

Pursuant to Resolution 2022-147 of the Benton County Commissioners and Resolution 2022-043 of the Franklin County Commissioners, a behavioral Health Advisory Committee was formed in March of 2022. Since then the Counties have held an open solicitation for committee members for the various sectors of the community as dictated by the Boards. Benton County staff reviewed the applications for each sector and has prepared a list of names recommended to fill each position representing Benton County.

Fiscal Impact

There will be minimal cost involved to operate the Committee. Frequently, reimbursement of actual costs for things like travel or attending meetings are covered by the Counties. It is likely that any of those costs would be eligible to be paid out of the 0.1% Mental Health/SUD sales tax as part of the cost of operating the associated programs.

Recommendation

Staff recommends that the Board adopt a Resolution appointing voting members to the Benton Franklin Behavioral Health Advisory Committee.

Suggested Motion

I move to approve a Resolution appointing members to the Benton Franklin Behavioral Health Advisory Committee for the term of July 1, 2022 to June 30, 2025.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTING MEMBERS TO THE BENTON-FRANKLIN BEHAVIORAL HEALTH ADVISORY COMMITTEE

WHEREAS, joint Resolution of the Benton and Franklin Boards of County Commissioners (Resolution 2022-147 and Resolution 2022-043 respectively) established an advisory committee to assist the Boards in making decisions on behavioral health needs in the community; and

WHEREAS, each County is to appoint eight voting members to the committee from various community sectors; and

WHEREAS, the Counties opened a public application process for potential members which closed on April 30th, 2022; and

WHEREAS, Benton County has completed the review of the applicants and is ready to appoint its members; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners hereby appoints the following persons to the Benton-Franklin Behavioral Health Advisory Committee as voting members for the term of July 1, 2022 to June 30, 2025:

Sector	Name	Address or agency
Law Enforcement	Tom Croskrey	Benton County Sheriff
Fire/EMS	Chad Michael	Fire Chief, City of Kennewick
Hospital Representative	Erika Barton	Kadlec Regional Medical Center
Mental Health Expert	Sindi Saunders	101 N. Edison St, Kennewick WA
SUD Expert	Joel Chaves	128 Rachel Rd, Kennewick WA
Lived Experience	Jason Bliss	1329 Cottonwood Dr, Richland WA
General Public	Brian Ace	6003 W 17th Ave, Kennewick WA
General Public	Shelby Beardslee	664 Sherwood Street, Richland WA

BE IT FURTHER RESOLVED that the above persons, or their designee, shall serve as voting members for the term of July 1, 2022 to June 30, 2025.

Dated this 7th day of June 2022.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

cc: commissioners; appt list M. Rasmussen