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 item 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, August 30, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **August 23, 2022**

Review Agenda

Consent Agenda

Auditor
a. Reclassification of the CRID Guaranty Fund 6370101 to 2790 per GASB 84 Fiduciary Activities

Commissioners
b. Line Item Transfer, Fund No. 0010, Dept. 139 for Clerk OnBase Project
c. Line Item Transfer, Fund No. 0010, Dept. 139 for Behavioral Health Recovery Center

Human Services
d. Contract w/Jennifer Dorsett for Technical Assistance of Hidden In Plain Sight Presentations
e. Second Amended Agreement w/Compass Center Solutions for Employment Services
f. Third Amended Agreement w/Columbia Industries for Employment Services
g. Second Amended Agreement w/MRJN Associates for Employment Services
h. Third Amended Agreement w/The ARC of Tri-Cities for Employment Services

i. Third Amended Agreement w/Entrust Community Services for Employment Services
j. Third Amended Agreement w/Goodwill Industries of the Columbia for Employment Services
k. Third Amended Agreement w/Responding to Autism Services for Employment Services

IT

l. Contract w/CompuNet Inc for the Reliability and Security of all County Networks

Juvenile

m. Line Item Transfer, Fund No. 1150, Dept. 171 for Overtime and Salaries
n. Purchase of Public Safety Communication Equipment From Motorola Solutions Inc.

Parks

o. Line Item Transfer, Fund No. 0010, Dept. 115 to 126 for Year End Shortfall

Public Works

p. Accepting Work Performed by Granite Construction Company for the Dallas Road Bike Path Project
q. Contract Award to Construction Ahead for 2022 Pavement Markings
r. Contract w/Geoprofessional Innovation Corporation for On-Call Material Sampling & Testing

Superior Court

s. Interagency Agreement w/WA State Administrative Office of the Courts for Reimbursement Funding

Sustainable Development

t. Hanford Communities Interlocal Cooperation Agreement

Treasurer

u. Agreement w/FHN Financial Main Street Advisors for Oversight Services of the Investment Program

Workforce Development Council

v. Reappointment of Amanda Jones
w. Reappointment of Carlos Martinez
x. Reappointment of David Phongsa
y. Reappointment of Dennis Williamson
z. Reappointment of Jennie Weber
aa. Reappointment of Karl Dye
bb. Reappointment of Kate McAteer
cc. Reappointment of Richard Bogert
dd. Reappointment of Todd Samuel

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

Scheduled Business

Recognizing September as Childhood Cancer Awareness Month ~ Commissioners

Historic Preservation Grant Discussion ~ S Palmus

Other Business

Executive Session

Qualifications of a Candidate for Public Employment ~ L Wingfield & K Sullivan

MINUTES

Draft

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, August 23, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Absent: Commissioner Jerome Delvin (Attending Franklin County Meeting)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Lexi Wingfield, HR Manager; Clerk Josie Delvin; DPA Ryan Brown; Treasurer Ken Spencer; DPA Ryan Lukson; Greg Wendt and Michelle Cooke, Planning; Sheriff Tom Croskrey.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of August 16, 2022 were approved.

Agenda Review

- Executive Session - Pending Litigation
- Code Enforcement

Consent Agenda

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

IT

a. Purchase of Two Fujitsu Scanners for the Clerk's Office From Southern Computer Warehouse
b. Purchase of One Fujitsu Scanner for the Prosecuting Attorney's Office From Southern Computer Warehouse

Office of Public Defense

c. Line Item Transfer, Fund No. 0010, Dept. 136 for Public Defense Attorney

Public Works

d. Accepting Work Performed by C & E Trenching for Obsolete Bridge Removal Project
e. Updated Local Agency Project Prospectus for Countywide Safety Improvements

Purchasing

f. Transfer & Allocation of the Energy Study Certification Tax Benefits Earned on the New Administration Building to MSI Engineers
g. Contract Change Order No. 3 w/Booth & Sons Construction for Moderate Risk Facility Project
h. Amending Resolution 2022-469 for the Purchase of Office Furniture for Corrections From Haworth

Sustainable Development

i. Nomination for Washington Trails Coalition Lifetime Service Award

Public Comment

None.

First Amendment to Contract for Sale of Real Estate

County Administrator Jerrod MacPherson said the Board previously entered into an agreement with Lifepoint to purchase the Old KGH campus, which included a lease and sublicense so they could sublicense to the Kennewick Hospital District for administrative and training purposes. They had since found a new location and were requesting to delete the license from the purchase and sale agreement. The license would have generated $500 annually in revenue, which was estimated to cover the costs of the use of the space by the licensee. Not having the license should have little to no impact financially.

MOTION: Commissioner McKay moved to approve a Resolution amending the purchase and sale agreement and related documents pertaining to the purchase of the Old Kennewick General Hospital and former Auburn Campus between RCCH Trios Health, LLC and Benton County. Chairman Small seconded and upon vote, the motion carried.

Opioid Settlement Agreement

DPA Ryan Brown presented the documents regarding the opioid settlement agreement. He said the MOU governed how the State would divvy up any money received from the drug companies to local governments. He said the State of Washington definitely got more than if they had participated in the national settlement. It equaled $430,000 million net, to be divided 50/50 between local governments and the State. He said the settlement was contingent upon 100% of local governments participating and was paid out over 17 years. The participation agreement would waive any future lawsuits and the allocation agreement would be distributed according to MOU.

MOTION: Commissioner McKay moved to approve the attached Subdivision Settlement Participation Form and Allocation Agreement and authorize the Chairman to sign the documents

as presented in the Opioid Settlement case with the State of Washington. Chairman Small seconded and upon vote, the motion carried.

Other Business

Code Enforcement/Abatement Process

Will McKay said he had been talking with a property owner about code enforcement and property problems with a neighbor and wanted to know if it was worth implementing the abatement process, how often it happened, and if it required a budget.

Greg Wendt said they currently had two different processes; a civil process and then if the violation continued, it would go to a criminal process. However, each year there only a few. He said that Yakima County went through that process and had an abatement process. The property would be cleaned up and then a lien placed on the property. He said that Benton County did not have that process in the code, and it would require additional staff. Currently, one code enforcement officer was dealing with approximately 150 to 181 cases per year.

Ryan Brown said he had been with the County since 1995 and could only think of two cases that went to criminal misdemeanor cases in 27 years. He said with the abatement process you had to pay someone to come on and there were some budget and liability issues.

Michelle Cooke said if they had another code enforcement officer, they would be able to be more proactive on these issues. They were currently looking at PST funds but could also look at the regular budget. Commissioner McKay said he would be interested in looking at a part-time position.

Dan McDaniel Arena – Fairgrounds

Chairman Small said the Fair Board was again covering the Dan McDaniel Arena sign at the Fairgrounds, against the County's wishes. He said they put up the sign in 2019 and within a week the Fair Board covered it and they were doing it again this year. He said he wanted to send out a letter to the Fair Board again telling them to remove the cover and have it included in the contract.

Commissioner McKay said he agreed and suggested they look into moving the sponsorship sign or perhaps moving the Dan McDaniel sign to another spot.

MOTION: Commissioner McKay moved to approve sending a letter to the Fair Board, comparable to the letter sent in 2019 and authorize the Chairman to sign. Chairman Small seconded and upon vote, the motion carried.

Executive Session – Pending Litigation

The Board went into executive session at 9:25 a.m. with DPA Ryan Lukson for up to 10 minutes to discuss pending litigation. Also present were special counsel Mark Dynan via/WebEx, Jerrod McPherson, Cami McKenzie, and Sheriff Croskrey.

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

MOTION: Commissioner McKay moved to approve the Chairman to sign the authorization to admit liability in the Kangiser/Benton County case. Chairman Small seconded and upon vote, the motion carried.

Executive Session – County's Position in Labor Negotiations

The Board went into executive session at 9:38 a.m. for up to 20 minutes with Lexi Wingfield to discuss the County's position in labor negotiations. Also present were Jerrod MacPherson and Cami McKenzie.

The Board came out at 9:58 a.m. No decisions were made in executive session.

Payroll

Check Date: 08/15/2022

Payroll Draw Checks
Total all funds: $110,938.43
Warrant #: 243765-243766
Direct Deposit #: 173520-173657

Payroll Draw Deductions/Transfers
Total all funds: $20,535.69
ACH #: 30

Accounts Payable

Check Date: 08/19/2022

Warrants #: 235476-235844
Total all funds: $1,620,344.37

Wire Transfers: 29, 32, 34, 37
EFT's #: 8-19
Total all funds: $116,128.81

Resolutions

2022-580: Purchase of Two Fujitsu Scanners for the Clerk's Office From Southern Computer Warehouse
2022-581: Purchase of One Fujitsu Scanner for the Prosecuting Attorney's Office From Southern Computer Warehouse
2022-582: Line Item Transfer, Fund No. 0010, Dept. 136 for Public Defense Attorney

2022-583: Accepting Work Performed by C & E Trenching for Obsolete Bridge Removal Project

2022-584: Updated Local Agency Project Prospectus for Countywide Safety Improvements

2022-585: Transfer & Allocation of the Energy Study Certification Tax Benefits Earned on the New Administration Building to MSI Engineers

2022-586: Contract Change Order No. 3 w/Booth & Sons Construction for Moderate Risk Facility Project

2022-587: Amending Resolution 2022-469 for the Purchase of Office Furniture for Corrections From Haworth

2022-588: Nomination for Washington Trails Coalition Lifetime Service Award

2022-589: Amending The Purchase and Sale Agreement And Related Documents Pertaining to the Purchase of the Old Kennewick General Hospital And Former Auburn Campus Between RCCH Trios Health LLC And Benton County

2022-590: Approving the Subdivision Settlement Participation Form and Allocation Agreement Governing the Allocation of Funds Paid by the Settling Opioid Distributors in Washington State As Part of the Settlement Of Washington State V Mckesson Corp Et Al King County Superior Court Cause No 19-2-06975-9

There being no further business before the Board, the meeting adjourned at approximately 9:58 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Reclassification of the CRID Guaranty fund 6370101 to 2790 per GASB 84 Fiduciary Activities
Presenter:	
Prepared By:	A. Coverdell
Reviewed By:	B. Chilton and 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

In January 2017, GASB issued Statement No. 84 Fiduciary Activities. This statement establishes criteria for identifying fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. GASB 95 delayed implementation of several standards. Benton County early implemented GASB 84 for the reporting year ending 12/31/2019.

The activities of fund 6370101 CRID Guaranty Fund do not meet the criteria defined in GASB 84 Fiduciary Activities to be classified as a custodial fund. The County has administrative control of the activities of the fund and the County controls the assets of the fund.

The activities should be reported as a governmental type of fund and incorporated within the accounting activities of the County.

Fiscal Impact

The reclassified fund will be under the budgeting authority of the County Treasurer.

Recommendation

Authorize the reclassification of the CRID Guaranty fund from a custodial type of fund to a governmental type of fund to be reported accordingly in the financial statements for Benton County. Reclassify fund activities from fund number 6370101 to 2790 including the transfer of assets, liabilities, fund balance, revenues, and expenditures.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RECLASSIFYING THE COUNTY ROAD IMPROVEMENT GUARANTY FUND PER THE GUIDANCE OF GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NUMBER 84 FIDUCIARY ACTIVITIES FROM FUND 6370101 TO FUND 2790, AND OTHER MATTERS RELATED THERETO.

WHEREAS, Resolution 03-175, dated April 7, 2003, established the Benton County Road Improvement Guaranty Fund also known as fund 6370101 CRID GUARANTY FUND; and

WHEREAS, Resolution 03-175 prescribes rules and regulations for the maintenance and operation of the County's Road Improvement Guaranty fund; and

WHEREAS, the County implemented Governmental Accounting Standards Board Statement Number 84 Fiduciary Activities (GASB 84) for the fiscal year ending December 31, 2019; and

WHEREAS, this Statement establishes standards of accounting and financial reporting for fiduciary activities. The requirements of this Statement apply to the financial statements of all state and local governments; and

WHEREAS, application of the criteria of GASB 84 classifies the CRID Guaranty Fund as a governmental type fund and will be reclassified as such; **NOW THEREFORE,**

BE IT RESOLVED, that the CRID Guaranty Fund is hereby authorized to be reclassified from fund number 6370101 to 2790 and be reported as a governmental type of fund per the criteria of GASB 84 Fiduciary Activities; and

BE IT FURTHER RESOLVED, that fund balance and activities be transferred from fund number 6370101 to 2790 including the transfer of assets, liabilities, fund balance, revenues, and expenditures; and

BE IT FURTHER RESOLVED, the rules and regulations established in Resolution 03-175 will continue for fund 2790 CRID Guaranty Fund.

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: Commissioners, Auditor, Treasurer, Accounting

Prepared by A. Coverdell

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 0010, DEPARTMENT NUMBER 139

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: CARES/ARPA Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0010

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
5131000	54103	Professional Services	$46,000	5941200	56408	Capital Outlay	$33,000
				5123000	54102	Contract Services	$13,000
TOTAL			$46,000	TOTAL			$46,000

Explanation:

To appropriate ARPA additional funding for the Clerk OnBase Project.

Prepared by: Linda Ivey Date: 17-Aug-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 139

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: CARES/ARPA Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0010

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5131000	54103	Professional Services	$5,000,000
TOTAL			$5,000,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5946400	56100	Land	$200,000
5946400	56200	Building	$2,000,000
5946400	56401	Capital Outlay	$2,800,000
TOTAL			$5,000,000

Explanation:

To appropriate ARPA funding for the Behavioral Health Recovery Center. February 15, 2022 the Board of County Commissioners signed a Commitment of Funding for Behavioral Health Recovery Center.

Prepared by: Linda Ivey Date: 17-Aug-2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	#PSC-2022/2023-DORSETT-PREV-00
Presenter:	
Prepared By:	Anthony Contreras, 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

Benton County Department of Human Services would like to enter into Professional Services Contract #PSC-2022/2023-DORSETT-PREV-00 with Jennifer Dorsett to provide technical assistance to the prevention coalition coordinators as needed and provide presentations of "Hidden in Plain Sight" to members of our community.

Fiscal Impact

Amount: $22,000.00

Fund: Funding for the services described in this Professional Service Contract is provided by the Liquor Excise Tax dollars. **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 Professional Service Contract
- Approve the proposed Professional Service Contract 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 PROFESSIONAL SERVICES CONTRACT #PSC-2022/2023-DORSETT-PREV-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND JENNIFER DORSETT

WHEREAS, this Professional Services Contract with Jennifer Dorsett, will provide technical assistance to the prevention coalition coordinators when needed and presentations of Hidden In Plain Sight to community members**; NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the Professional Services Contract **#**PSC-2022/2023-DORSETT-PREV-00 between Benton County Department of Human Services and Jennifer Dorsett; 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, Professional Services Contract #PSC-2022/2023-DORSETT-PREV-00, for a maximum consideration amount not to exceed twenty-two thousand dollars and no cents ($22,000.00); and

BE IT FURTHER RESOLVED, that the Professional Services Contract shall be effective July 1, 2022 through June 30, 2023.

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

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2022/2023-DORSETT-PREV-00

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **JENNIFER DORSETT**, an individual under the laws of the State of Washington with its principal office at 7609 Pheasant Lane, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

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

2. DURATION OF CONTRACT

The term of this Contract shall begin on July 1, 2022. The CONTRACTOR shall complete all work by June 30, 2023.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide technical assistance for the Benton City Community Prevention Wellness Initiative (CPWI) Prevention Coalition and Pasco CPWI Coalition. The CONTRACTOR will also provide presentations of Hidden in Plain Sight to families in Benton and Franklin Counties. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

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

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

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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:	Jennifer Dorsett
Address:	7609 Pheasant Lane Pasco, WA 99301
Phone:	509.851.1348
Email:	Jennifer.dorsett.sac@gmail.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Place Ste. 201 Kennewick, WA 99301
Phone:	509.737.3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Twenty-two thousand dollars ($22,000), including W.S.S.T.

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

c. The CONTRACTOR may, in accordance with Exhibit B, submit

invoices to the COUNTY by the 15th of the month following the month the services were provided. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

   If CONTRACTOR, subcontractor, or sub-subcontractor fails to

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

5. The CONTRACTOR shall include all subcontractors as

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

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

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

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

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

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

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

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

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

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

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

9. TERMINATION

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

the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. DEBARMENT

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

a. Are not presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.

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

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

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

12. NON-WAIVER OF RIGHTS

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

13. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

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

insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

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

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

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

14. COMPLIANCE WITH LAWS

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

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works

for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that

CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 8-10-22

FOR: JENNIFER DORSETT

_____
Signature

Owner.
Title:

Jennifer Dorsett
Print Name

Approved as to Content

_____
DHS Manager

STATEMENT OF WORK

The Contractor will perform at minimum the following services for the Benton City CPWI Coalition and Pasco CPWI Coalition. Contractor will be available for technical assistance to the Benton City and Pasco prevention coalitions.

1. Contractor will assist as needed with the strategic plans for Benton City and Pasco prevention coalitions.
2. Contractor will assist with any additional technical assistance as needed by the Benton City and Pasco prevention coalitions.

The Contractor will provide presentations of Hidden in Plain Sight in Benton and Franklin Counties.

1. Contractor will track the number of attendees for the presentations.
2. Presentations can be in person or via video platform like Zoom.

PSC-2022/2023-DORSETT-PREV-00

Exhibit B Budget

Line Item	Amount	
Technical Assistance	$	6,000.00
Hidden In Plain Sight	$	15,000.00
HIPS Supplies	$	1,000.00
Total	$	22,000.00

All expenses will be reimbursed by the liquor excise tax fund.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Execute Second 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:

- ☒ 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 June 30, 2023 so services can continue, as well as update the following sections of the Special Terms and Conditions:

- Section 1: Definitions Specific to Program Agreement
- Section 4: Credentials and Minimum Requirements
- Section 6: Statement of Work

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 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-COMP-00
- Approve the Second 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 SECOND AMENDMENT OF GRANT AGREEMENT #21/22-DD-COMP-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COMPASS CAREER SOLUTIONS

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

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-COMP-00 shall extend the Agreement end date to June 30, 2023; and

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-COMP-00 updates Sections 1, 4, and 6 of the Special Terms and Conditions; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Third 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, Second 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 Second Amendment commences on October 1, 2021 and shall expire on June 30, 2023.

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-COMP-00

THIS SECOND AMENDMENT TO AGREEMENT #21/22-DD-COMP-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 **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. 2022 371 the parties entered into a Grant Agreement beginning October 1, 2021 to September 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.....June 30, 2023

2. **SPECIAL TERMS AND CONDITIONS**
   SECTION 1: Definitions Specific to Program Agreement, items o, r, and u are hereby replaced with the following language:

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

   r. "Job Foundation Report" means a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average 35 hours.

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

SECTION 4: Credentials and Minimum Requirements, item h. is hereby replaced with the following language:

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

SECTION 6: Statement of Work, items g. (4), (5) and (11) are hereby replaced with the following language:

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

(4) All Clients will have an individualized employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation". A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian, and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, participant, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards Client's individualized goal(s).

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

Items t. and u. are hereby added:

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02
- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VBP) project. The VBP project application

will include the following minimum criteria identified in the sample application found at:
https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Appli cation_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) A County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. Providers with transition students born between
- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

with high acuity and are authorized for Individual Employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be included in the payment.

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

IN WITNESS WHEREOF, the parties have caused this Second 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 Gerdes-Schutz, Senior Director

Signature 8/12/2022
Date

Brandy Gerdes-Schutz
Name

Senior 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:	August 30, 2022
Subject:	Execute Third 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:

- ☒ 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 Third Amendment is to extend the end date of the Agreement to June 30, 2023 so services can continue, as well as update the following sections of the Special Terms and Conditions:

- Section 1: Definitions Specific to Program Agreement
- Section 4: Credentials and Minimum Requirements
- Section 6: Statement of Work

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 Third Amendment to Agreement #21/22-DD-CI-00
- Approve the Third 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 THIRD AMENDMENT OF GRANT AGREEMENT #21/22-DD-CI-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES

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

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-CI-00 shall extend the Agreement end date to June 30, 2023; and

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-CI-00 updates Sections 1, 4, and 6 of the Special Terms and Conditions; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Third 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, Third 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 Third Amendment commences on October 1, 2021 and shall expire on June 30, 2023.

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

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

THIS THIRD AMENDMENT TO AGREEMENT #21/22-DD-ARC-00 (hereinafter "Third 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. 2022 366 the parties entered into a Grant Agreement beginning October 1, 2021 to September 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 Third 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.....June 30, 2023

2. **SPECIAL TERMS AND CONDITIONS**
   SECTION 1: Definitions Specific to Program Agreement, items o, r, and u are hereby replaced with the following language:

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

   r. "Job Foundation Report" means a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average 35 hours.

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

SECTION 4: Credentials and Minimum Requirements, item h. is hereby replaced with the following language:

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

SECTION 6: Statement of Work, items g. (4), (5) and (11) are hereby replaced with the following language:

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

(4) All Clients will have an individualized employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation". A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian, and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, participant, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards Client's individualized goal(s).

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

Items t. and u. are hereby added:

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02
- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VBP) project. The VBP project application

will include the following minimum criteria identified in the sample application found at:
https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Appli cation_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) A County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. Providers with transition students born between
- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

with high acuity and are authorized for Individual Employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be included in the payment.

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

IN WITNESS WHEREOF, the parties have caused this Third 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:

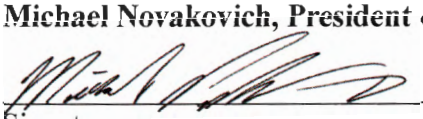
_____
Chairman Date

_____
Member Date

_____
Member Date

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

FOR THE CONTRACTOR:
Michael Novakovich, President & CEO


08/09/22
Signature Date

Michael Novakovich
Name

President & CEO
Title

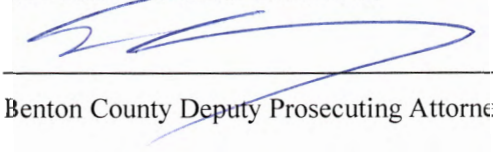
ATTEST:

_____
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:	August 30, 2022
Subject:	Execute Second 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 Second Amendment is to extend the end date of the Agreement to June 30, 2023 so services can continue, as well as update the following sections of the Special Terms and Conditions:

- Section 1: Definitions Specific to Program Agreement
- Section 4: Credentials and Minimum Requirements
- Section 6: Statement of Work

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 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-MRJN-00
- Approve the Second 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 SECOND AMENDMENT OF GRANT AGREEMENT #21/22-DD-MRJN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND MRJN ASSOCIATES, LLC

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

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-MRJN-00 shall extend the Agreement end date to June 30, 2023; and

WHEREAS, this Second Amendment to Grant Agreement #21/22-DD-MRJN-00 updates Sections 1, 4, and 6 of the Special Terms and Conditions; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Third 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, Second 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 Second Amendment commences on October 1, 2021 and shall expire on June 30, 2023.

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-MRJN-00

THIS SECOND AMENDMENT TO AGREEMENT #21/22-DD-MRJN-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 **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. 2022 370 the parties entered into a Grant Agreement beginning October 1, 2021 to September 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.....June 30, 2023

2. **SPECIAL TERMS AND CONDITIONS**
   SECTION 1: Definitions Specific to Program Agreement, items o, r, and u are hereby replaced with the following language:

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

   r. "Job Foundation Report" means a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average 35 hours.

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

SECTION 4: Credentials and Minimum Requirements, item h. is hereby replaced with the following language:

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

SECTION 6: Statement of Work, items g. (4), (5) and (11) are hereby replaced with the following language:

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

(4) All Clients will have an individualized employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation". A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian, and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, participant, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards Client's individualized goal(s).

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

Items t. and u. are hereby added:

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02
- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VBP) project. The VBP project application

will include the following minimum criteria identified in the sample application found at:
https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Appli cation_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) A County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. Providers with transition students born between
- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

with high acuity and are authorized for Individual Employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be included in the payment.

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

IN WITNESS WHEREOF, the parties have caused this Second 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:
Julie Almanza, Chief Executive Officer

Julie Almanza 8/12/22
Signature Date

Julie Almanza
Name

Chief Executive 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:	August 30, 2022
Subject:	Execute Third Amendment to Agreement #21/22-DD-ARC-00 with The 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:

- ☒ 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 Third Amendment is to extend the end date of the Agreement to June 30, 2023 so services can continue, as well as update the following sections of the Special Terms and Conditions:

- Section 1: Definitions Specific to Program Agreement
- Section 4: Credentials and Minimum Requirements
- Section 6: Statement of Work

Benton County Department of Human Services contracts with The 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 Third 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 Third Amendment to Agreement #21/22-DD-ARC-00
- Approve the Third 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 THIRD AMENDMENT OF GRANT AGREEMENT #21/22-DD-ARC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND THE ARC OF TRI-CITIES

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

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-ARC-00 shall extend the Agreement end date to June 30, 2023; and

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-ARC-00 updates Sections 1, 4, and 6 of the Special Terms and Conditions; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Third Amendment to Grant Agreement #21/22-DD-ARC-00 with The 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, Third Amendment to Agreement #21/22-DD-ARC-00 with The 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 Third Amendment commences on October 1, 2021 and shall expire on June 30, 2023.

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

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

THIS THIRD AMENDMENT TO AGREEMENT #21/22-DD-ARC-00 (hereinafter "Third 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. 2022 373 the parties entered into a Grant Agreement beginning October 1, 2021 to September 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 Third 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.....June 30, 2023

2. **SPECIAL TERMS AND CONDITIONS**
   SECTION 1: Definitions Specific to Program Agreement, items o, r, and u are hereby replaced with the following language:

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

   r. "Job Foundation Report" means a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average 35 hours.

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

SECTION 4: Credentials and Minimum Requirements, item h. is hereby replaced with the following language:

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

SECTION 6: Statement of Work, items g. (4), (5) and (11) are hereby replaced with the following language:

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

(4) All Clients will have an individualized employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation". A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian, and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, participant, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards Client's individualized goal(s).

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

Items t. and u. are hereby added:

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02
- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VBP) project. The VBP project application

will include the following minimum criteria identified in the sample application found at:
https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Appli cation_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) A County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. Providers with transition students born between
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- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

with high acuity and are authorized for Individual Employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be included in the payment.

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

IN WITNESS WHEREOF, the parties have caused this Third 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 8/17/2022
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:	August 30, 2022
Subject:	Execute Third 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:

- ☒ 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 Third Amendment is to extend the end date of the Agreement to June 30, 2023 so services can continue, as well as update the following sections of the Special Terms and Conditions:

- Section 1: Definitions Specific to Program Agreement
- Section 4: Credentials and Minimum Requirements
- Section 6: Statement of Work

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 Third 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 Third Amendment to Agreement #21/22-DD-ENT-00
- Approve the Third Amendment to Agreement #21/22-DD-ENT-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 THIRD AMENDMENT OF GRANT AGREEMENT #21/22-DD-ENT-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND ENTRUST COMMUNITY SERVICES

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

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-ENT-00 shall extend the Agreement end date to June 30, 2023; and

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-ENT-00 updates Sections 1, 4, and 6 of the Special Terms and Conditions; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Third 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, Third 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 Third Amendment commences on October 1, 2021 and shall expire on June 30, 2023.

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

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

THIS THIRD AMENDMENT TO AGREEMENT #21/22-DD-ENT-00 (hereinafter "Third 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. 2022 367 the parties entered into a Grant Agreement beginning October 1, 2021 to September 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 Third 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.....June 30, 2023

2. **SPECIAL TERMS AND CONDITIONS**
   SECTION 1: Definitions Specific to Program Agreement, items o, r, and u are hereby replaced with the following language:

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

   r. "Job Foundation Report" means a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average 35 hours.

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

SECTION 4: Credentials and Minimum Requirements, item h. is hereby replaced with the following language:

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

SECTION 6: Statement of Work, items g. (4), (5) and (11) are hereby replaced with the following language:

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

(4) All Clients will have an individualized employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation". A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian, and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, participant, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards Client's individualized goal(s).

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

Items t. and u. are hereby added:

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02
- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VBP) project. The VBP project application

will include the following minimum criteria identified in the sample application found at:
https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Appli cation_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) A County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. Providers with transition students born between
- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

with high acuity and are authorized for Individual Employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be included in the payment.

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

IN WITNESS WHEREOF, the parties have caused this Third 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

Tom Gaulke 8/8/22
Signature Date

Name

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:	August 30, 2022
Subject:	Execute Third 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 Third Amendment is to extend the end date of the Agreement to June 30, 2023 so services can continue, as well as update the following sections of the Special Terms and Conditions:

- Section 1: Definitions Specific to Program Agreement
- Section 4: Credentials and Minimum Requirements
- Section 6: Statement of Work

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 Third 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 Third Amendment to Agreement #21/22-DD-GW-00
- Approve the Third 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 THIRD 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 Third Amendment to Grant Agreement #21/22-DD-GW-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-GW-00 shall extend the Agreement end date to June 30, 2023; and

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-GW-00 updates Sections 1, 4, and 6 of the Special Terms and Conditions; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Third 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, Third 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 Third Amendment commences on October 1, 2021 and shall expire on June 30, 2023.

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

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

THIS THIRD AMENDMENT TO AGREEMENT #21/22-DD-GW-00 (hereinafter "Third 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. 2022 368 the parties entered into a Grant Agreement beginning October 1, 2021 to September 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 Third 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.....June 30, 2023

2. **SPECIAL TERMS AND CONDITIONS**
   SECTION 1: Definitions Specific to Program Agreement, items o, r, and u are hereby replaced with the following language:

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

   r. "Job Foundation Report" means a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average 35 hours.

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

SECTION 4: Credentials and Minimum Requirements, item h. is hereby replaced with the following language:

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

SECTION 6: Statement of Work, items g. (4), (5) and (11) are hereby replaced with the following language:

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

(4) All Clients will have an individualized employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation". A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian, and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, participant, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards Client's individualized goal(s).

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

Items t. and u. are hereby added:

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02
- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VBP) project. The VBP project application

will include the following minimum criteria identified in the sample application found at:
https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Appli cation_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) A County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. Providers with transition students born between
- For fiscal year 2023 9/1/00 through 8/31/01
- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

with high acuity and are authorized for Individual Employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be included in the payment.

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

IN WITNESS WHEREOF, the parties have caused this Third 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.

FOR THE CONTRACTOR:
Jeffrey Maddison, Executive Director

Signature 8/9/22
Date

Jeffrey Maddison
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:	August 30, 2022
Subject:	Execute Third 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:

- ☒ 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 Third Amendment is to extend the end date of the Agreement to June 30, 2023 so services can continue, as well as update the following sections of the Special Terms and Conditions:

- Section 1: Definitions Specific to Program Agreement
- Section 4: Credentials and Minimum Requirements
- Section 6: Statement of Work

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 Third 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 Third Amendment to Agreement #21/22-DD-RTAS-00
- Approve the Third 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 THIRD AMENDMENT OF GRANT AGREEMENT #21/22-DD-RTAS-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND RESPONDING TO AUTISM SERVICES

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

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-RTAS-00 shall extend the Agreement end date to June 30, 2023; and

WHEREAS, this Third Amendment to Grant Agreement #21/22-DD-RTAS-00 updates Sections 1, 4, and 6 of the Special Terms and Conditions; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Third 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, Third 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 Third Amendment commences on October 1, 2021 and shall expire on June 30, 2023.

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

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

THIS THIRD AMENDMENT TO AGREEMENT #21/22-DD-RTAS-00 (hereinafter "Third 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. 2022 369 the parties entered into a Grant Agreement beginning October 1, 2021 to September 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 Third 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.....June 30, 2023

2. **SPECIAL TERMS AND CONDITIONS**
   SECTION 1: Definitions Specific to Program Agreement, items o, r, and u are hereby replaced with the following language:

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

   r. "Job Foundation Report" means a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next steps for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average 35 hours.

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

SECTION 4: Credentials and Minimum Requirements, item h. is hereby replaced with the following language:

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

SECTION 6: Statement of Work, items g. (4), (5) and (11) are hereby replaced with the following language:

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

(4) All Clients will have an individualized employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation". A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian, and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, participant, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards Client's individualized goal(s).

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of authorized service hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provide.

Items t. and u. are hereby added:

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA Clients who were born between:

- For fiscal year 2021 9/1/00 through 8/31/01
- For fiscal year 2022 9/1/01 through 8/31/02
- For fiscal year 2023 9/1/02 through 8/31/03
- For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VBP) project. The VBP project application

will include the following minimum criteria identified in the sample application found at:
https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Appli cation_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) A County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. Providers with transition students born between
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- For fiscal year 2024 9/1/01 through 8/31/02
- For fiscal year 2025 9/1/02 through 8/31/03
- For fiscal year 2026 9/1/03 through 8/31/04

with high acuity and are authorized for Individual Employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be included in the payment.

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

IN WITNESS WHEREOF, the parties have caused this Third 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 8/9/22
Signature Date

Christine Lindgren
Name

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:	August 30, 2022
Subject:	Contract w/ Compunet, Inc. for Network Support, Maintenance, and Configuration related to the County's Security, Audio/Video, and Voice Networks
Presenter:	N/A
Prepared By:	Paul Schut
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 Information Technology Department is responsible for providing and supporting reliable technologies and technology-based services to all County departments. The Information Technology Department wishes to contract with Compunet, Inc., on an on-call basis to assist in that effort to ensure the reliability and security of all County networks.

A Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Compunet, Inc.

Fiscal Impact

Amount: $75,000.00 excluding W.S.S.T.

Fund: Central Services Fund (Fund# 0502-101)

Recommendation

Approve the Contract with Compunet, Inc. for Network Support, Maintenance, and Configuration related to the County's Security, Audio/Video, and Voice Networks.

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 COMPUNET INC. FOR PROVIDING NETWORK SUPPORT, MAINTENANCE, AND CONFIGURATION RELATED TO THE COUNTY'S SECURITY, AUDIO/VIDEO, AND VOICE NETWORKS

WHEREAS, the Information Technology Department is responsible for providing and supporting reliable technologies and technology-based services to all County departments; and

WHEREAS, the Information Technology Department wishes to contract with Compunet, Inc., on an on-call basis to assist in that effort to ensure the reliability and security of all County networks; and

WHEREAS, a Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Compunet, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Professional Services Contract with Compunet, Inc. of Grangeville, Idaho, to provide network support, maintenance, and configuration related to the County's security, audio/video, data, and voice networks with a maximum total amount payable not to exceed $75,000.00, 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 December 31, 2024.

Dated this 30th day of August 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 P. Schut
c: Auditor, CM, Procurement, IT

DocuSign Envelope ID: ADA017D4-DC5A-4C82-A40E-39CB77FF2E86

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 **COMPUNET, INC.**, a corporation organized under the laws of the State of Idaho with its principal offices at 505 S Florence St., Grangeville, ID. 83355 (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 – Hourly Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 31, 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 perform network support, maintenance, and configuration related to the County's security, audio/video, data, and voice networks. Provide professional guidance when developing and or modifying solutions related to the County's present and future networks. In addition, services may include project scheduling, resource planning, project tracking and reporting.

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

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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:	Tom McFarlin
Address:	Corporate Headquarters 1111 S. Silverstone Way, Ste 200 Meridian, ID 83642
Phone:	877-822-2841
Email:	sign@compunet.biz

b. For COUNTY:

Name:	Robert Heard
Address:	7122 W Okanogan Place; STE E240 Kennewick, WA 99336
Phone:	509-786-5603
Email:	Robert.Heard@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, "Hourly Rates", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Seventy-Five Thousand Dollars & Zero Cents($75,000.00), excluding W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment or modification shall be made to this Contract,

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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

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claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall

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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. **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.

f. **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,

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

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

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

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

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

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

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

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement

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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.

g. **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

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

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

9. TERMINATION

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

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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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

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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

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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); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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CONTRACTOR may seek a judicial order of protection if necessary.

28. SECURITY BACKGROUND CHECK

The CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will be required to complete in full the Security Background Check, which can be found at https://bentoncountywa.jotform.com/211997385382974. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The COUNTY reserves the right to interview CONTRACTOR employees, or subcontractor employees as part of the security background process. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees are working in the jail area and discover that a friend or family member is in the jail's custody they must immediately notify jail staff.

If fingerprints are required, CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite must present themselves, their government issued identification and a check, exact cash, or money order for $34.25 for livescan, or $71.25 if required to ink roll the fingerprint, to the records staff at the Benton County Sheriff's Office. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Security Coordinator for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTY network and the majority of computers within the facilities.

It will be solely determined by the COUNTY if the CONTRACTOR, its employees, subcontractors, and their employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

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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:_____	Dated: 8/15/2022
FOR: BENTON COUNTY	**FOR: COMPUNET, INC.**
	DocuSigned by: Thomas McFarlin 7C394AD8A5A84FD...
Chairman	Signature
	VP of Operations
	Title:
	Thomas McFarlin
Approved as to Form	Print Name
DocuSigned by: Eric Andrews B4F7673BB8A1480...	
Civil Deputy Prosecuting Attorney	

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Exhibit A – Hourly Rates

	Hourly Rate	Hourly Rate for Non-Scheduled After Hours/Weekend Work (After Hours: 5pm – 8am & Weekends: Sat/Sun)
Project Manager	$175	$225
Systems / Solutions Engineer	$225	$300
Solutions Architect / Principal Engineer	$250	$325

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE CENTER FUND NUMBER 1150 DEPARTMENT NUMBER 171

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Crystal Garcia

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Juvenile - Operations Dept Nbr: 171

Fund Name: Juvenile Center Fund Nbr: 1150

TRANSFER FROM: **Dept.** TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5271000	51661	Detention Officer	$17,054	5271000	51925	Overtime	$25,000
5271000	51662	Detention Officer	$15,000	5271000	51718	Regular PT Legal Secretary III	$11,300
5271000	51635	Detention Officer	$10,000	5271000	51140	Counselor II	$1,471
				5271000	51613	Accounting Assistant II	$4,283
TOTAL			$42,054	TOTAL			$42,054

Explanation:

This transfer is necessary to cover deficiencies in these line items. No new positions are being added.

Prepared by: Crystal Garcia Date: 6.9.2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 08/16/22 BC 08/30/22
Subject:	Approving the purchase of public safety communication equipment from Motorola Solutions, Inc.
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

Benton and Franklin Counties Juvenile Justice Center is needing to purchase public safety communication equipment (i.e. Motorola Radios) from State vendor Motorola Solutions, Inc.

Washington State Contract No. 00318 allows Motorola Solutions, Inc., to sell public safety communication equipment to all government agencies.

Fiscal Impact

Total amount not to exceed $6,936.38, including WSST. To be paid out of the Juvenile Fund Operations Budget Dept. 171.

Recommendation

I recommend that the Board of Benton and Franklin County Commissioners authorize the Chairs to sign the resolution and Purchase Agreement approving the purchase of public safety communication equipment for a total amount of $6,936.38, including WSST from Motorola Solutions, Inc.

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 AUTHORIZING THE PURCHASE OF PUBLIC SAFETY COMMUNICATION EQUIPMENT OFF THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICE CONTRACT NO. 00318 FOR THE BENTON- FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, Washington State Contract No. 00318 allows Motorola Solutions, Inc. to sell public safety communications equipment to all government agencies; and

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center would like to purchase public safety communication equipment (i.e. Motorola Radios) for the total amount of $6,936.38, including WSST, based on the Washington State Contract No. 00318; and

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center has reviewed the quote and recommends moving forward with the purchase of the communication equipment as further outlined in the attached Purchase Agreement between Benton-Franklin Counties Juvenile Justice Center and Motorola Solutions, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington and the Board of Franklin County Commissioners, Franklin County, Washington, hereby concurs with the recommendation and authorizes the purchase of communication equipment for the Benton-Franklin Counties Juvenile Justice Center from Motorola Solutions, Inc., utilizing the Washington State Contract No. 00318; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners, Benton County, Washington and the Board of Franklin County Commissioners, Franklin County, Washington, hereby authorize the chairs to sign the attached Purchase Agreement between Benton-Franklin Counties Juvenile Justice Center and Motorola Solutions, Inc., in the amount of $6,936.38, including WSST.

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-Motorola, 1-Juvenile

R. Garcia

PURCHASE AGREEMENT
Benton County, Washington

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

BENTON RESOLUTION No.: _____

FRANKLIN RESOLUTION No.: _____

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

Vendor: Motorola Solutions, Inc.
Vendor Code: 672044
Vendor Contact: Andrew Chyterbok
Vendor Contact Phone: (360) 409-3223 Andrew.Chyterbok@motorolasolutions.com
Vendor Principal Place of Business: 1303 E. Algonquin Rd, Schaumburg, IL 60198

Ship To:
Benton-Franklin Juvenile Justice Center
5606 W. Canal Dr., Ste. 106
Kennewick, WA 99336

Bill To:
Benton-Franklin Juvenile Justice Center
5606 W. Canal Dr., Ste. 106
Kennewick, WA 99336

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

P.O. Date: 7/27/2022
Delivery Date:

Line	Description	Qty	Unit Price	Total Price
1	Exhibit B - Motorola Solutions Quote #1826650	2		$6,396.58

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract No. 00318, Exhibit A.

SUB TOTAL =	$6,396.58
8.40% SALES TAX =	$539.80
TOTAL ORDER =	$6,936.38

This purchase agreement incorporates by reference all terms and conditions of the State of Washington Contract No. 00318 between the State of Washington Department of Enterprise Services and Motorola Solutions, Inc.

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

In case of conflict, the order of precedence is:
1. Exhibit A - State of Washington Contract No. 00318;
2. Exhibit B - Motorola Solutions Quote #1826650;
3. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Crystal Garcia
Address: 5606 W. Canal Dr., Ste. 106
Kennewick, WA 99336
Phone: 509-736-2721
Email: Crystal.Garcia@co.benton.wa.us

Approved this Form
(Deputy Prosecutor): _____
Stephen Hallstrom

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 authoriezed to do so by his/her party;
3) The parties agree that they shall 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): Andrew Chyterbok Date: 7/31/22

Title: Area Sales Manager

Vendor Signature: Date: 7/31/22

BENTON COUNTY APPROVAL		FRANKLIN COUNTY APPROVAL	
By:		By:	
Name:		Name:	
Title:	Chair, Board of Commissioners	Title:	Chair, Board of Commissioners
Date:		Date:	
Attest:		Attest:	
Clerk of the Board:		Clerk of the Board:	

Washington State Department of Enterprise Services

PARTICIPATING ADDENDUM

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

Administered by the State of Washington (hereinafter "Lead State")

COOPERATIVE PURCHASING MASTER AGREEMENT No: 00318

for

Public Safety Communications Products, Services and Solutions
Motorola Solutions, Inc.
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT NO.: 00318

This Participating Addendum for the above referenced Cooperative Purchasing Master Agreement ("Participating Addendum") 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 Motorola Solutions, Inc., a Delaware corporation ("Contractor") and is dated and effective as of January 1, 2022.

RECITALS

A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.

B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.

C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Cooperative Purchasing Master Agreement to Contractor.

D. Enterprise Services has determined that participating in this Cooperative Purchasing Master Agreement is in the best interest of the State of Washington.

E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Cooperative Purchasing Master Agreement as conditioned by this Participating Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participating Addendum covers the competitive procurement for Public Safety Communications Products, Services and Solutions led by the State of Washington for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Cooperative Purchasing Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):

   (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

   (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:

   - State universities – i.e., University of Washington & Washington State University;
   - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
   - Evergreen State College;
   - Community colleges; and
   - Technical colleges.

   (c) MCUA PARTIES. The Cooperative Purchasing Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:

   - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
   - Federal governmental agencies or entities;
   - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
   - Federally-recognized Indian Tribes located in the State of Washington.

   By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Cooperative Purchasing Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO COOPERATIVE PURCHASING MASTER AGREEMENT:

3.1. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.2. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participating Addendum.

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: **00318**
- The NASPO Cooperative Purchasing Master Agreement No.: **00318**
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the

face of the check.

(d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice by mutual agreement with Contractor, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.3. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

COVID-19 – CONTRACTOR VACCINATION VERIFICATION PLAN - Contractor has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Contractor's personnel (including subcontractors) who perform this Master Contract on-site at Washington state agency premises or at the premises of any Purchaser who so requests, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021 as set forth in the Governor's Proclamation, *Proclamation 21-14 – COVID-19 Vaccination Requirement* (dated August 9, 2021) as amended by *Proclamation 21-14.1 – COVID-19 Vaccination Requirement* (dated August 20, 2021). Contractor further represents and warrants that Contractor:

(a) Has reviewed and understands Contractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021);

(b) Has developed a COVID-19 Vaccination Verification Plan for Contractor's personnel (including subcontractors) that complies with the above-referenced Proclamation;

(c) Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;

(d) Complies with the requirements for granting disability and religious accommodations for Contractor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;

(e) Has operational procedures in place to ensure that any contract activities that occur on-site at Washington state agency premises or at the premises of any Purchaser who so requests (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;

(f) Has operational procedures in place to enable Contractor personnel (including subcontractors) who perform contract activities on-site at Washington state agency premises or at the premises of any Purchaser who so requests to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and

(g) Will provide to Enterprise Services or Purchaser, upon request, Contractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

4. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	**Participating State**
Motorola Solutions, Inc. 500 W Monroe Street Suite 4400 Chicago, IL 06661-3781	State of Washington Department of Enterprise Services Contracts & Procurement Division P.O. Box 41411 Olympia, WA 98504-1411
Attn: Andrew Chyterbok Tel: (360) 409-3223 Email: Andrew.Chyterbok@motorolasolutions.com	Attn: Neva Peckham Tel: (360) 407-2218 Email: DESContractsTeamCypress@des.wa.gov

5. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Cooperative Purchasing Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Cooperative Purchasing Master Agreement as conditioned by this Participating Addendum.

6. **SUBCONTRACTOR AND DEALER AUTHORIZATION.** Contractor is authorized, without additional Participating State consent, to utilize its designated authorized dealers/resellers or subcontractors to provide service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. If Contractor uses authorized dealers/resellers, Contractor shall maintain a list of authorized dealers/resellers utilized for this Participating Addendum. Authorized dealers/resellers or subcontractor's failure to adhere to the terms and conditions of the Cooperative Purchasing Master Agreement or Washington Participating Addendum may be subject to removal from Contractor's designated subcontractor list.

7. **GENERAL:**

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Cooperative Purchasing Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, 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 Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) ELECTRONIC SIGNATURES. An electronic signature of this Participating Addendum or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(d) COUNTERPARTS. This Participating Addendum 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 Participating Addendum 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 Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**		**MOTOROLA SOLUTIONS, INC.,** **A DELAWARE CORPORATION**	
By:	Elena McGrew	By:	2/4/2022
	Elena McGrew		Neil Thomas
Its:	Acting Statewide Enterprise Procurement Manager	Its:	Regional VP Motorola Solutions

NASPO 00318 Motorola State of Washington PA Final_Ready for Signature_2-3-22_MSI SIGNED

Final Audit Report 2022-02-11

Created:	2022-02-09
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXMkMwWmvQ8CmroAm_CQqNJiCQKWD-t6D

"NASPO 00318 Motorola State of Washington PA Final_Ready for Signature_2-3-22_MSI SIGNED" History

Document created by Neva Peckham (neva.peckham@des.wa.gov)
2022-02-09 - 6:01:59 PM GMT- IP address: 198.238.242.30

Document emailed to Elena McGrew (elena.mcgrew@des.wa.gov) for signature
2022-02-09 - 6:02:22 PM GMT

Email viewed by Elena McGrew (elena.mcgrew@des.wa.gov)
2022-02-11 - 7:05:40 AM GMT- IP address: 104.47.64.254

Document e-signed by Elena McGrew (elena.mcgrew@des.wa.gov)
Signature Date: 2022-02-11 - 7:08:16 AM GMT - Time Source: server- IP address: 198.238.242.30

Agreement completed.
2022-02-11 - 7:08:16 AM GMT

Adobe Sign

Category	Part Number	Description	Unit List	Discount	Sale Price
Category 1.1 Radio: Single-Band Portable Radio (P25) APX900					
	H92UCF9PW6AN	APX900 7/800 MODEL 2	$1,898.00	27%	$1,385.54
	QA04096	P25 TRUNKING	$1,177.00	27%	$859.21
	QA06653	AES 256 SW ENCRYPTION	$358.00	27%	$261.34
Category 1.1 Radio: Single-Band Portable Radio (P25) APX900 Warranty Options					
	H885	3 YEAR ESSENTIAL SERVICE	$95.00	0%	$95.00
	Q887	5 YEAR ESSENTIAL SERVICE	$170.00	0%	$170.00
Category 1.1 Radio: Single-Band Portable Radio (P25) APX6000					
	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	$3,595.00	27%	$2,624.35
	Q361	P25 9600 BAUD TRUNKING	$330.00	27%	$240.90
	H38	ADD: SMARTZONE OPERATION	$1,320.00	27%	$963.60
	Q806	ASTRO DIGITAL	$567.00	27%	$413.91
	Q629	AES ENCRYPTION	$523.00	27%	$381.79
Category 1.1 Radio: Single-Band Portable Radio (P25) APX600 Warranty Options					
	Q58	3 YEAR ESSENTIAL SERVICE	$121.00	0%	$121.00
	Q887	5 YEAR ESSENTIAL SERVICE	$227.00	0%	$227.00
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX1500					
	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	$1,858.00	27%	$1,356.34
	GA01547	AES 256 SW ENCRYPTION	$523.00	27%	$381.79
	GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
	G66	DASH MOUNT O2	$138.00	27%	$100.74
	B18	AUXILIARY SPEAKER 7.5W NON WATER	$66.00	27%	$48.18
	GA00804	O2 CONTROL HEAD	$541.00	27%	$394.93
	G89	NO RF ANTENNA	$0.00	27%	$0.00
	GA01339	P25 TRUNKING	$1,177.00	27%	$859.21
	G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
	W22	STANDARD PALM MICROPHONE	$79.00	27%	$57.67
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX1500 Warranty Options					
	G24	3 YEAR ESSENTIAL SERVICE	$145.00	0%	$145.00
	GA00318	5 YEAR ESSENTIAL SERVICE	$271.00	0%	$271.00
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX6500					
	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	$3,253.00	27%	$2,374.69
	G66	DASH MOUNT	$138.00	27%	$100.74

G51	SMARTZONE	$1,320.00	27%	$963.60
GA01606	NO GPS ANTENNA	$0.00	27%	$0.00
B18	AUXILIARY SPEAKER 7.5W NON WATER	$66.00	27%	$48.18
G843	AES ENCRYPTION	$523.00	27%	$381.79
G89	NO RF ANTENNA	$0.00	27%	$0.00
G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
G806	ASTRO DIGITAL	$567.00	27%	$413.91
GA01670	APX E5 CONTROL HEAD	$717.00	27%	$523.41
W22	STANDARD PALM MICROPHONE	$79.00	27%	$57.67
G361	P25 TRUNKING	$330.00	27%	$240.90
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX6500 Warranty Options				
G78	3 YEAR ESSENTIAL SERVICE	$176.00	0%	$145.00
GA00318	5 YEAR ESSENTIAL SERVICE	$352.00	0%	$271.00
Category 1.3 Radio: Single-Band Desktop Radio (P25) APX1500				
M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	$1,858.00	27%	$1,356.34
GA01547	AES 256 SW ENCRYPTION	$523.00	27%	$381.79
GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
G66	DASH MOUNT O2	$138.00	27%	$100.74
G142	NO SPEAKER	$0.00	27%	$0.00
GA00804	O2 CONTROL HEAD	$541.00	27%	$394.93
G89	NO RF ANTENNA	$0.00	27%	$0.00
GA01339	P25 TRUNKING	$1,177.00	27%	$859.21
G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
W382	CONTROL STATION DESK MIC	$186.00	27%	$135.78
W665	BASE STATION OP	$77.00	27%	$56.21
Category 1.3 Radio: Single-Band Desktop Radio (P25) APX1500 Warranty Options				
G24	3 YEAR ESSENTIAL SERVICE	$145.00	0%	$145.00
GA00318	5 YEAR ESSENTIAL SERVICE	$271.00	0%	$271.00
Category 1.4 Radio: Multi-Band Portable Radio (P25) APX8000				
H91TGD9PW5AN	APX8000 7/800 MODEL 1.5	$6,863.00	27%	$5,009.99
Q806	ASTRO DIGITAL	$567.00	27%	$413.91
Q361	P25 TRUNKING	$330.00	27%	$240.90
H38	SMARTZONE	$1,650.00	27%	$1,204.50
Q629	AES	$523.00	27%	$381.79

Category 1.4 Radio: Multi-Band Portable Radio (P25) APX8000 Warranty Options				
Q58	3 YEAR ESSENTIAL SERVICE	$121.00	0%	$145.00
Q887	5 YEAR ESSENTIAL SERVICE	$227.00	0%	$271.00
Category 1.4 Radio: Multi-Band Portable Radio (P25) APXNEXT Device				
H55TGT9PW8AN	APX NEXT	$8,241.00	27%	$6,015.93
H38	SMARTZONE	$1,650.00	27%	$1,204.50
Q806	ASTRO DIGITAL	$567.00	27%	$413.91
Q629	AES	$523.00	27%	$381.79
Q361	P25 TRUNKING	$330.00	27%	$240.90
Category 1.4 Radio: Multi-Band Portable Radio (P25) APX NEXT Warranty Options				
LSV01S01414	3 YEAR ESSENTIAL SERVICE	$162.00	0%	$145.00
LSV01S01414	5 YEAR ESSENTIAL SERVICE	$324.00	0%	$271.00
Category 1.5 Radio: Multi-Band Mobile Radio (P25) APX8500				
M37TSS9PW1AN	APX8500 MP MOBILE	$5,667.00	27%	$4,136.91
G66	DASH MOUNT	$138.00	27%	$100.74
G51	SMARTZONE	$1,650.00	27%	$1,204.50
GA01606	NO GPS ANTENNA	$0.00	27%	$0.00
B18	AUXILIARY SPEAKER 7.5W NON WATER	$66.00	27%	$48.18
G843	AES ENCRYPTION	$523.00	27%	$381.79
G89	NO RF ANTENNA	$0.00	27%	$0.00
G444	APX CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
GA01517	NO ADAPTER CABLE	$0.00	27%	$0.00
GA01670	E5 CONTROL HEAD	$717.00	27%	$523.41
W22	STANDARD PALM MICROPHONE	$79.00	27%	$57.67
G361	P25 TRUNKING SOFTWARE	$330.00	27%	$24.09
G806	ASTRO DIGITAL	$567.00	27%	$413.91
Category 1.5 Radio: Multi-Band Mobile Radio (P25) APX8500 Warranty Options				
G87	3 YEAR ESSENTIAL SERVICE	$176.00	0%	$176.00
GA00318	5 YEAR ESSENTIAL SERVICE	$352.00	0%	$271.00
Category 1.6 Radio: Multi-Band Desktop Radio (P25) APX8500				
M37TSS9PW1AN	APX8500 MP MOBILE	$5,667.00	27%	$4,136.91
W665	BASE STATION OP	$77.00	27%	$4,136.91
G66	DASH MOUNT	$138.00	27%	$100.74
G51	SMARTZONE	$1,650.00	27%	$1,204.50

GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
G142	NO SPEAKER	$0.00	27%	$48.18
G843	AES ENCRYPTION	$523.00	27%	$381.79
G89	NO RF ANTENNA	$0.00	27%	$0.00
G444	APX CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
GA01517	NO ADAPTER CABLE	$0.00	27%	$0.00
GA01670	E5 CONTROL HEAD	$717.00	27%	$523.41
W382	CONTROL STATION DESK MIC	$186.00	27%	$57.67
G361	P25 TRUNKING SOFTWARE	$330.00	27%	$24.09
G806	ASTRO DIGITAL	$567.00	27%	$413.91
Category 1.6 Radio: Multi-Band Desktop Radio (P25) APX8500 Warranty Options				
G87	3 YEAR ESSENTIAL SERVICE	$176.00	0%	$176.00
GA00318	5 YEAR ESSENTIAL SERVICE	$352.00	0%	$271.00
Category 1.7 Base Station Repeater				
T7039	GTR8000 BASE RADIO	$0.00	20%	$0.00
CA00719	ASTRO SYSTEM RELEASE	$0.00	20%	$0.00
X530	VHF BAND	$6,300.00	20%	$5,040.00
X591	ASTRO 25 SITE REPEATER SW	$21,760.00	20%	$17,408.00
Category 2.1 Radio: Narrow Band Portable, Non P25				
H84UCD9PW5AN	APX1000	$1,391.00	27%	$1,015.43
QA04097	CONVENTIONAL	$385.00	27%	$281.05
Q667	ADP	$0.00	27%	$0.00
Category 2.1 Radio: Narrow Band Portable, Non P25 Warranty Options				
H885	3 YEAR ESSENTIAL SERVICE	$95.00	0%	$95.00
Q887	5 YEAR ESSENTIAL SERVICE	$170.00	0%	$170.00
Category 2.2 Radio: Narrow Band Mobile, Non P25				
M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	$1,858.00	27%	$1,356.34
G193	ADP	$0.00	27%	$0.00
GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
G66	DASH MOUNT O2	$138.00	27%	$100.74
B18	AUXILIARY SPEAKER 7.5W NON WATER	$66.00	27%	$48.18
GA00804	O2 CONTROL HEAD	$541.00	27%	$394.93
G89	NO RF ANTENNA	$0.00	27%	$0.00
Q811	CONVENTIONAL	$811.00	27%	$592.03

G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
W22	STANDARD PALM MICROPHONE	$79.00	27%	$57.67
Category 2.2 Radio: Narrow Band Mobile, Non P25 Warranty Options				
G24	3 YEAR ESSENTIAL SERVICE	$145.00	0%	$145.00
GA00318	5 YEAR ESSENTIAL SERVICE	$271.00	0%	$271.00
Category 2.3 Radio: Narrow Band Desktop Radio Non P25 APX1500				
M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	$1,858.00	27%	$1,356.34
G193	ADP	$0.00	27%	$0.00
GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
G66	DASH MOUNT O2	$138.00	27%	$100.74
G142	NO SPEAKER	$0.00	27%	$0.00
GA00804	O2 CONTROL HEAD	$541.00	27%	$394.93
G89	NO RF ANTENNA	$0.00	27%	$0.00
Q811	CONVENTIONAL	$811.00	27%	$592.03
G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
W382	CONTROL STATION DESK MIC	$186.00	27%	$135.78
W665	BASE STATION OP	$77.00	27%	$56.21
Category 2.3 Radio: Narrow Band Desktop Radio Non P25 APX1500 Warranty Options				
G24	3 YEAR ESSENTIAL SERVICE	$145.00	0%	$145.00
GA00318	5 YEAR ESSENTIAL SERVICE	$271.00	0%	$271.00
Category 2.4 Base Station Repeater				
T7039	GTR8000 BASE RADIO	$0.00	20%	$0.00
CA00719	ASTRO SYSTEM RELEASE	$0.00	20%	$0.00
X530	VHF BAND	$6,300.00	20%	$5,040.00
CA01949	CONVENTIONAL	$6,700.00	20%	$5,360.00
Category 4 Dispatch Consoles				
B1949	MCC 7500E SOFTWARE DVD	$250.00	15%	$212.50
B1948	MCC 7500E DISPATCH POSITION LICENSE	$0.00	15%	$0.00
UA00249AA	ADD: 15 RADIO RESOURCES LICENSE	$3,675.00	15%	$3,123.75
UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO	$3,960.00	15%	$3,366.00
UA00653AA	ADD: BASIC CONSOLE OPERATION	$5,280.00	15%	$4,488.00
UA00661AA	ADD: ENHANCED IRR	$3,000.00	15%	$2,550.00
UA00657AA	ADD: TELEPHONY OPERATION	$1,200.00	15%	$1,020.00
B1941	USB AUDIO INTERFACE MODULE	$1,900.00	15%	$1,615.00

TT3903A	Z2 G5 MINI WORKSTATION NON RETURNAB	$2,500.00	15%	$2,125.00
T7885	MCAFEE WINDOWS AV CLIENT	$165.00	15%	$140.25
T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	$50.00	15%	$42.50
Category Radio System Solutions Conventional Sample				
T7039	GTR 8000 Base Radio	$0.00	20%	$0.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2	$0.00	20%	$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	$12,500.00	20%	$10,000.00
X153AW	ADD: RACK MOUNT HARDWARE	$50.00	20%	$40.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
T7039	GTR 8000 Base Radio	$0.00	20%	$0.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2	$0.00	20%	$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	$12,500.00	20%	$10,000.00
X153AW	ADD: RACK MOUNT HARDWARE	$50.00	20%	$40.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
T7039	GTR 8000 Base Radio	$0.00	20%	$0.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2	$0.00	20%	$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	$1,250.00	20%	$1,000.00
X153AW	ADD: RACK MOUNT HARDWARE	$50.00	20%	$40.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
T7039	GTR 8000 Base Radio	$0.00	20%	$0.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2	$0.00	20%	$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	$12,500.00	20%	$10,000.00
X153AW	ADD: RACK MOUNT HARDWARE	$50.00	20%	$40.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
DSDS4345D4B	DS4345D-4-B, 148-160MHZ 4 CH TX COM	$15,024.00	10%	$13,521.60
DSDSRMC0608AA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC	$3,624.00	10%	$3,261.60
DSMWF1BUN	137-174MHZ UNI WINDOW MILLED FILTER	$3,611.00	10%	$3,249.90
DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIREC	$1,980.00	10%	$1,782.00
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	$2.20	10%	$1.98
DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WI	$35.25	10%	$31.73
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	$25.25	10%	$22.73
DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P	$166.00	10%	$149.40
SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE	$24,950.00	20%	$19,960.00
CA01663AB	ADD: RACK	$495.00	20%	$396.00

CA01896AB	ADD: BACKHAUL SWITCH	$2,250.00	20%	$1,800.00
SQM01SUM0205	GGM 8000 GATEWAY	$5,250.00	15%	$4,462.50
CA01616AA	ADD: AC POWER	$0.00	15%	$0.00
CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	$3,000.00	15%	$2,550.00
DS430501A04SH	SHORT HAUL CONTROL STATION COMBINER	$1,638.00	10%	$1,474.20
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	$2.20	10%	$1.98
DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE	$73.00	10%	$65.70
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	$35.25	10%	$31.73
DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT	$35.25	10%	$31.73
DSDS1X00CS36UN	148-174MHZ UNITY GAIN CONTROL STATI	$1,237.00	10%	$1,113.30
Category Radio System Solutions Trunking Sample				
SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	$6,000.00	20%	$4,800.00
CA00303AA	ADD: QTY (1) SITE CONTROLLER	$2,500.00	20%	$2,000.00
CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2	$0.00	20%	$0.00
CA01402AA	ADD: 7.0 FT OPEN RACK	$495.00	20%	$396.00
CA01431AA	ADD: ASTRO 25 EXPRESS SYSTEM SITE	$7,500.00	20%	$6,000.00
CA02686AA	ADD: AC DC POWER DISTRIBUTION	$0.00	20%	$0.00
X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS	$23,600.00	20%	$18,880.00
X591AE	ENH: ASTRO 25 SITE REPEATER SW	$21,760.00	20%	$17,408.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
DSDSRMC0608AA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC	$3,624.00	10%	$3,261.60
DSDS4345D4B	DS4345D-4-B, 148-160MHZ 4 CH TX COM	$15,024.00	10%	$13,521.60
DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIREC	$1,980.00	10%	$1,782.00
DSMWF1BUN	137-174MHZ UNI WINDOW MILLED FILTER	$3,611.00	10%	$3,249.90
DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P	$189.00	10%	$170.10
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	$2.00	10%	$1.80
DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WI	$35.25	10%	$31.73
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	$35.25	10%	$31.73
SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE	$24,950.00	20%	$19,960.00
CA01663AB	ADD: RACK	$495.00	20%	$396.00
CA01896AB	ADD: BACKHAUL SWITCH	$2,250.00	20%	$1,800.00
SQM01SUM0205	GGM 8000 GATEWAY	$5,250.00	10%	$4,725.00
CA01616AA	ADD: AC POWER	$0.00	10%	$0.00
CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	$3,000.00	10%	$2,700.00

DS430501A04SH	SHORT HAUL CONTROL STATION COMBINER	$1,638.00	10%	$1,474.20
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	$2.00	10%	$1.80
DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE	$73.00	10%	$65.70
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	$35.25	10%	$31.73
DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT	$35.25	10%	$31.73
DSDS1X00CS36UN	148-174MHZ UNITY GAIN CONTROL STATI	$1,237.00	10%	$1,113.30

Services	
Consultation	$ 240.00 Per hour
Project Management	$ 240.00 Per hour
Impementation	$ 240.00 Per hour
Installation	$ 240.00 Per hour
Configuration/Desgin	$ 240.00 Per hour
Radio Programming	$ 240.00 Per hour
Product Recycling/Buy Back	No Cost
Training	$ 320.00 Per hour
Maintenance/Repair	$ 240.00 Per hour
Encryption (AES-256 software upgrade, single-key	$ 135.00 Per hour
Encryption (AES-256 software upgrade, multi-key	$ 145.00 Per hour
Customer Service Support, regular business hours	$ 240.00 Per hour
Customer Service Support, after-hours business hours	$ 240.00 Per hour
Technical Support, regular business hours	$ 240.00 Per hour
Technical Support, after-hours	$ 240.00 Per hour
Other (Cybersecurity, Microwave propration Study, Essential Services, Premier offerings, etc.)	$ 240.00 Per hour
Additional Items	
APX Radio Software Features and Accessories	27% Discount off List
Alternative APX Radio Single or Multi-Band Radio	27% Discount off List
GTR8000 Base Station Software Features and Accessories	20% Discount off List
MCC7500 Console Software Features and Accessories	15% Discount off List
Conventional and Trunked Radio System Network Management, Data, and Interoperability Applications	20% Discount off List
Conventional and Trunked Radio System Combiner and Antenna Systems	10% Discount off List

MOTOROLA SOLUTIONS

QUOTE-1826650

Billing Address:
BENTON COUNTY JUVENILE
JUSTICE CENTER
5606 W CANAL #106
KENNEWICK, WA 99336
US

Quote Date:07/25/2022
Expiration Date:10/23/2022
Quote Created By:
Marlon Johnson
mjohnson@daywireless.com

End Customer:
BENTON COUNTY JUVENILE JUSTICE CENTER
Rudy Ruelas
Rudy.Ruelas@co.benton.wa.us
736-2706

Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	2	$2,332.00	$1,702.36	$3,404.72
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	2	$0.00	$0.00	$0.00
1b	QA02750AB	ALT: IMPRES LI-ION 2800MAH (PMNN4448)	2	$110.00	$80.30	$160.60
1c	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	2	$1,727.00	$1,260.71	$2,521.42
1d	H885BK	ADD: 3Y ESSENTIAL SERVICE	2	$95.00	$95.00	$190.00
1e	H842BJ	ADD: SINGLE UNIT PACKAGING	2	$0.00	$0.00	$0.00
2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	2	$82.08	$59.92	$119.84

Subtotal $6,396.58

Estimated Tax $539.80

Grand Total $6,936.38(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

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 0010, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 126

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, Linda Ivey

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Park

Dept Nbr: 115 to Department Number 126

Fund Name: Current Expense

Fund Nbr: 0010

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 126

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5116000	54931	Fenced Item Contingency	$20,000	5768000	54102	Contract Services	$6,500
				5768000	54703	Waste Disposal	$6,500
				5768000	54804	Repair Maintenance Other	$7,000
TOTAL			$20,000	TOTAL			$20,000

Explanation:

To appropriate funding in Park Department 126 due to year end shortfall

Prepared by: Linda Ivey

Date: 16-Aug-2022

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Accepting work performed by Granite Construction Company for the Dallas Road Bike Path Project – C.E. 2102 CRP
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Doug D'Hondt and 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:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

The County entered into a contract with Granite Construction Company for the CE 2102 CRP – Dallas Road Bike Path Project on July 13, 2021 (Res. 2021-521). Granite Construction Company has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept Granite Construction Company work and the project as complete and authorizes the release of the retainage bond if any.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY GRANITE CONSTRUCTION COMPANY, OF YAKIMA, WASHINGTON UNDER CONTRACT FOR CE 2102 CRP – DALLAS ROAD BIKE PATH PROJECT

WHEREAS, on July 13, 2021 the Board of County Commissioners entered into a contract with Granite Construction Company of Yakima, Washington (Resolution 2021-521) for CE 2102 CRP – Dallas Road Bike Path project; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer's recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the County Engineers recommendation and hereby accepts the work performed by Granite Construction Company under contract for CE 2102 CRP – Dallas Road Bike Path project as being completed in conformance with the contract documents.

Dated this 30th day of August 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works D. Hope
cc: Granite Construction Co.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Award contract for C.E. 2134 SMP – 2022 Pavement Markings to Construction Ahead dba Pavement Surface Control
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	Doug D'Hondt

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

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

Summary / Background Information

Per Resolution 2022-526, a call for bids was advertised for C.E. 2134 SMP – 2022 Pavement Markings Project (CB 22-13). On August 18, 2022, three (3) bids were received and opened in the amounts on the attached tabulation. Construction Ahead dba Pavement Surface Control was the apparent lowest bidder at $302,400.00. The County Engineer recommends award of the bid to Construction Ahead dba Pavement Surface Control.

A Contract will be prepared and presented to the board at a later date.

Fiscal Impact

Amount: $302,400.00

Fund: Road Fund (0101101)

Recommendation

It is recommended by the County Engineer that the Board concur and award the contract for C.E. 2134 SMP – 2022 Pavement Markings Project to Construction Ahead dba Pavement Surface Control.

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: AWARDING C.E. 2134 SMP – 2022 PAVEMENT MARKINGS PROJECT TO CONSTRUCTION AHEAD DBA PAVEMENT SURFACE CONTROL OF KENNEWICK, WASHINGTON

WHEREAS, the County Engineer scheduled a call for bids for C.E. 2134 SMP – 2022 Pavement Markings Project; and

WHEREAS, three (3) bids were received and opened on August 18, 2022, and are as set forth on the attached tabulation:

CONSTRUCTION AHEAD dba PAVEMENT SURFACE CONTROL Kennewick, Washington (CONSTAI083L5)	$302,400.00
STRIPE RITE, INC. Kennewick, Washington (STRIPRII21JM)	$385,000.00
SPECIALIZED PAVEMENT MARKING, LLC. Pacific, Washington (SPECIPM781B9)	$607,584.50

WHEREAS, the County Engineer recommends award of the bid to Construction Ahead dba Pavement Surface Control as the lowest bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners concurs with the County Engineer's recommendation and awards the bid for C.E. 2134 SMP – 2022 Pavement Markings Project to Construction Ahead dba Pavement Surface Control, Kennewick, Washington in the amount of $302,400.00; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners direct staff to prepare a contract with Construction Ahead dba Pavement Surface Control to be brought back to the Board for approval at a later date.

Dated this 30th day of August, 2022.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Procurement
cc: Auditor, PA, Construction Ahead

D. Hope

PROJECT: CE 2134 SMP - 2022PAVEMENT MARKINGS LOCATION: BENTON COUNTY LET BY: BOARD OF COUNTY COMMISSIONERS DATE: August 18, 2022; 11:00 a.m., Local Time				PAVEMENT SURFACE CONTROL 307 N. Dayton #2 Kennewick, WA 99336		STRIPE RITE, INC. 723 W. Deschutes Ave. Kennewick, WA 99336		SPECIALIZED PAVEMENT MARKING, LLC 175 Roy RD SW Bldg. C Pacific, WA 98047		ENGINEERS ESTIMATE	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	PAINT CENTER LINE	420.20	LIN. MI.	323.00	135,724.60	450.00	189,090.00	650.00	273,130.00	334.00	140,346.80
2	PAINT EDGE LINE	463.10	LIN. MI.	334.00	154,675.40	400.00	185,240.00	695.00	321,854.50	353.00	163,474.30
3	PAINT LANE/GORE LINE	0.20	LIN. MI.	5,000.00	1,000.00	600.00	120.00	7,000.00	1,400.00	521.00	104.20
4	MINOR CHANGES	1.00	L.S.	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
5	SPCC PLAN	1.00	L.S.	1,000.00	1,000.00	550.00	550.00	1,200.00	1,200.00	1,000.00	1,000.00
TOTAL				$	302,400.00	$	385,000.00	$	607,584.50	$	314,925.30

Contract bid items were reviewed and no unbalanced bid items were found.

08/18/22

Douglas D'Hondt, P.E., L.E.G.
County Engineer

Date

DocuSign Envelope ID: AE44C310-1031-4D66-B984-4674E3C29039

PROPOSAL
FOR BIDDING PURPOSES

For Construction of:

2022 PAVEMENT MARKING

County Wide

C.E. 2134 SMP

PUBLIC WORKS
DEPARTMENT

Bid No: 22-13

DocuSign Envelope ID: AE44C310-1031-4D66-B984-4674E3C29039

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2134 SMP – 2022 Pavement Marking

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	420.2	LINEAR MILE	PAINT CENTER LINE	323	00	135,724	60
2	463.1	LINEAR MILE	PAINT EDGE LINE	334	00	154,675	40
3	0.2	LINEAR MILE	PAINT LANE/GORE LINE	5,000	00	1,000	00
4	1	L.S	MINOR CHANGES	$10,000.00	1	$10,000.00	1
5	1	L.S.	SPCC PLAN	1000	00	1,000	00
	TOTAL					302400	00

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PROPOSAL
(Cont.')

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond x In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 3, 2, & 4.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

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PROPOSAL
(Cont.')

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

PROPOSAL MUST BE SIGNED

CONTRACTOR'S REGISTRATION NO. CONSTAI083L5

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 745 532 007

FIRM NAME:

Construction Ahead Inc., dba Pavement Surface Control

Dorothy J. McDaniel, President
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

DATED this 18th day of August, 20 22.

ADDRESS OF BIDDER: 9312 W 10th Avenue, Kennewick, WA 99336

PRINCIPAL PLACE OF BUSINESS: 9312 W 10th Avenue, Kennewick, WA 99336

TELEPHONE NO.: (509) 586-1969 EMAIL dorothy@pavementsurface.com

NOTE:

1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

DocuSign Envelope ID: AE44C310-1031-4D66-B984-4674E3C29039

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Construction Ahead, Inc. dba Pavement Surface Control of Kennewick, Washington as principal, and the The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2134 SMP – 2022 Pavement Marking

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 18th day of August, 2022.

Construction Ahead, Inc. dba Pavement Surface Control

(Principal)

The Ohio Casualty Insurance Company

(Surety)

(Attorney-in-fact) Kirsten K. Jordan

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8206154-974308**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles E. Hudon; Jacqueline F. Hernandez; Jodi Clayton; Kimberley A. Fall; Kirsten K. Jordan; Kristina Schrader

all of the city of Pasco state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of August, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of August, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Execution of on-call Materials Testing contract with Geoprofessional Innovation Corporation of Pullman Washington
Presenter:	
Prepared By:	D. Hope
Reviewed By:	D. D'Hondt and 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:**	
☒ 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 anticipates a need for material sampling and testing and wishes to obtain the on-call services of a testing firm. A Request for Qualifications was solicited with two firms responding. The department elected to negotiate a contract with both firms. A contract with Terra Firma Testing, Resolution 2022-564 was executed on August 16, 2022. Before the Board is a contract with Geoprofessional Innovation Corporation of Pullman, WA.

Per RCW 36.32.235, on-call contracts can be executed for a contract term not to exceed one year with the County having the option of extending the contract for one additional year. The contract has been reviewed as to form by the Deputy Prosecuting Attorney and signed by Geoprofessional Innovation Corporation.

Fiscal Impact

Amount: Not to exceed $50,000.00 excluding WSST

Fund: Most likely the entire amount will be expended from the Road Fund (0101-101), however the contract is with Benton County so other departments can use the services.

Recommendation

The County Engineer recommends that the Service Contract be approved and signed by the Board.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF EXECUTING A PERSONAL SERVICES CONTRACT FOR ON-CALL MATERIAL SAMPLING AND TESTING WITH GEOPROFESSIONAL INNOVATION CORPORATION OF PULLMAN, WASHINGTON

WHEREAS, the Public Works Department anticipates a need for material sampling and testing and wishes to obtain the on-call services of a testing firm; and

WHEREAS, the Department advertised the need for services, received two (2) statements of qualifications, and the County Engineer elected to negotiate contracts with both firms; and

WHEREAS, Resolution 2022-564 was signed on August 16, 2022 and executed a contract with Terra Firma Testing; and

WHEREAS, the Department has negotiated a contract with Geoprofessional Innovation Corporation of Pullman, Washington to provide as-needed testing services; and

WHEREAS, a Personal Services Contract has been prepared and reviewed as to form by a Benton County Deputy Prosecuting Attorney; and

WHEREAS, the County Engineer recommends that this Services Contract be approved; **NOW THEREFORE,**

BE IT RESOLVED that the Personal Services Contract with Geoprofessional Innovation Corporation of Pullman, Washington to provide on-call material sampling and testing services in an amount not to exceed $50,000, including applicable taxes, is hereby approved, and the Board of County Commissioners is hereby authorized to sign said Contract; and

BE IT FURTHER RESOLVED the Agreement will expire August 31, 2023 with the County having the option of renewing the contract for an additional one-year period.

Dated this 30th day of August, 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, GPI

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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 **GEOPROFESSIONAL INNOVATION CORPORATION**, a corporation organized under the laws of the State of Washington with its principal offices at 6 O'Donnell Road, Pullman, WA 99163 (hereinafter "CONSULTANT").

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 attached Exhibit A – Schedule of Fees.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on August 31, 2023 with the County having the option of renewing the contract for an additional one-year period. GEOPROFESSIONAL INNOVATION CORPORATION would have the option of updating the Schedule of Fees at that time. The CONSULTANT 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 CONSULTANT shall provide on-call materials sampling and testing services. Services shall include the sampling and testing of roadway and building construction materials including but not limited to: hot mix asphalt, cement concrete, grout, aggregates, soils, high performance coatings, fire proofing, bolted connections, welded connections, and concrete masonry units.

b. When a specific project is identified, individual task orders are authorized by the Contract Representatives in Section 4 below based upon a "not to exceed" amount using Exhibit A – Schedule of Fees, which is attached hereto and incorporated by reference.

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

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

e. The CONSULTANT shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

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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 CONSULTANT:

Name:	Travis Wambeke, P.E.
Address:	6 O'Donnell Road Pullman, WA 99163
Phone:	509-339-2000
Email:	twambeke@geoprocorp.com

b. For COUNTY:

Name:	Douglas D'Hondt, P.E., County Engineer
Address:	P. O. Box 1001 620 Market Street Prosser, WA 99350
Phone:	509-786-5611
Email:	douglas.dhondt@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONSULTANT shall be paid at the rates set forth in Exhibit A, "Schedule of Fees", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed Fifty Thousand Dollars ($50,000.00), excluding W.S.S.T.

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

d. The CONSULTANT 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 CONSULTANT performed work for the COUNTY during the billing period. The COUNTY shall pay the CONSULTANT 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 CONSULTANT 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 CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT 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

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to the CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, 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 CONSULTANT 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 CONSULTANT in the performance of any work required under this Contract, the CONSULTANT shall make any and all necessary corrections without additional compensation. All work submitted by the CONSULTANT shall be reviewed and signed by the CONSULTANT and checked for errors and omissions. The CONSULTANT 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 CONSULTANT shall hold harmless, and indemnify 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 reimbursement of 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, to the extent caused in whole or in part by negligence of the CONSULTANT or its subconsultants in connection with their work under this contract.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONSULTANT, any subconsultant, 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 CONSULTANT or subconsultant under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONSULTANT 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 CONSULTANT makes with any subconsultant or agent performing work hereunder. CONSULTANT'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONSULTANT'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 CONSULTANT, or the CONSULTANT'S

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employees, agents, or subconsultants.

8. INSURANCE

The CONSULTANT shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance**: Prior to the start of work under this Contract, the CONSULTANT shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONSULTANT'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 CONSULTANT'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 CONSULTANT'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. CONSULTANT 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 CONSULTANT must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONSULTANT shall annually provide the COUNTY with proof of all such insurance.

b. **Workers Compensation:** CONSULTANT 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 CONSULTANT and employees of any subconsultant or sub-subconsultant. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONSULTANT 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, CONSULTANT 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 CONSULTANT, subconsultant, or sub-subconsultant 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, CONSULTANT shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONSULTANT or subconsultant employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONSULTANT pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONSULTANT for performance of this Contract.

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

DocuSign Envelope ID: F1D9128E-2EB6-4615-BF5A-057545F2C958

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 CONSULTANT's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONSULTANT 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. CONSULTANT'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.

CONSULTANT 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 CONSULTANT shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONSULTANT (Symbol 1), or if the CONSULTANT 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 CONSULTANT from claims which may arise from the performance of this Contract, whether such operations are by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

e. **Other Insurance Provisions:**

1. The CONSULTANT'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. CONSULTANT'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 CONSULTANT'S insurance policies.

2. The CONSULTANT'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

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provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONSULTANT'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 CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants 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 CONSULTANT maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONSULTANT.**

7. The CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT 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 CONSULTANT enter into such a waiver of subrogation on a pre-loss basis.

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

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 CONSULTANT, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected

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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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all costs incurred by the CONSULTANT 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 CONSULTANT. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONSULTANT 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 CONSULTANT, in which case the COUNTY shall pay the CONSULTANT 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 CONSULTANT 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 CONSULTANT'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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b. The CONSULTANT 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 CONSULTANT, 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 CONSULTANT

a. The CONSULTANT'S services shall be furnished by the CONSULTANT as an independent CONSULTANT and not as an agent, employee, or servant of the COUNTY. The CONSULTANT specifically has the right to direct and control CONSULTANT'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONSULTANT, 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 CONSULTANT shall have and maintain complete responsibility and control over all of its subconsultants, employees, agents, and representatives. No subconsultant, employee, agent, or representative of the CONSULTANT shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT relating to the performance of this Contract. The CONSULTANT shall keep, and make available to the COUNTY upon

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

15. NONDISCRIMINATION

The CONSULTANT and its assignees, delegates, and subconsultants 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 CONSULTANT for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONSULTANT harmless therefrom to the extent such use is not agreed to in writing by the CONSULTANT.

b. All design work done by the CONSULTANT shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONSULTANT, the record drawings from the CONSULTANT shall be transposed onto the electronic design drawings and submitted to the COUNTY.

c. 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 CONSULTANT 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 CONSULTANT or subconsultant infringes any patent or copyright. The CONSULTANT shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONSULTANT 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 CONSULTANT shall be decided mutually by the COUNTY'S and CONSULTANT'S Contract Representatives or designees. All rulings, orders, instructions, and decisions shall be final and conclusive, subject to CONSULTANT'S right to seek judicial relief.

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19. CONFIDENTIALITY

The CONSULTANT and its employees, subconsultants, and subconsultants' 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 CONSULTANT 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 CONSULTANT 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

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deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONSULTANT pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONSULTANT of such circumstances and direct the CONSULTANT to "hold" such records. In the event that CONSULTANT receives such written notice, CONSULTANT shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT'S possession. This may include records that CONSULTANT regards as confidential or proprietary. To the extent that CONSULTANT provides any records to the COUNTY that it regards as confidential or proprietary, CONSULTANT agrees to conspicuously mark the records as such. The CONSULTANT 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 CONSULTANT in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONSULTANT as confidential or proprietary, so that CONSULTANT may seek a judicial order of protection if necessary.

28. RISK ALLOCATION

In consideration for CONSULTANT's limited Project role, COUNTY agrees CONSULTANT's total aggregate remedy limit to COUNTY and all third parties who may claim through COUNTY, arising from injuries, damages, claims, losses, expenses or claim expenses, including any attorney's fees or litigation expenses arising from any judgment or ruling of any kind, arising out of or relating to this Contract based on any cause or any theory of liability, including, but not limited to negligence, errors or omissions, strict liability, breach of contract, and claims for indemnification or contribution, such that CONSULTANTS's total aggregate remedy limit per Project shall not exceed fifty thousand dollars ($50,000). If COUNTY wishes to increase this remedy limit, we may negotiate a higher limit in exchange for an appropriate fee increase to reflect the appropriate risk allocation. It is intended by COUNTY and CONSULTANT that this provision shall

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apply to the indemnity obligations set forth above. COUNTY and CONSULTANT agree that neither will be liable to the other for any consequential, liquidated, punitive, or incidental damages, except as specifically provided for in this Contract. Notwithstanding any period of limitations that might otherwise apply, the parties agree that no actions, claims, or proceedings of any kind, whether in tort, contract, or equity, arising out of CONSULTANT's services, may be brought against CONSULTANT more than two (2) years after CONSULTANT's last service date in connection with this Contract.

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: 8-15-2022

FOR: GEOPROFESSIONAL INNOVATION CORPORATION

_____
Signature

C.E.O.
Title:

Travis Wambeke
Print Name

Approved as to Form

DocuSigned by:
Reid Hay
7D2675FA0905430...
8/15/2022
Reid Hay, Civil Deputy Prosecuting Attorney

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GeoProfessional Innovation®

EXHIBIT A

2022 Schedule of Fees

Environmental Consulting, Geotechnical Engineering, Construction Material Testing & Inspection

Professional Rates

Principal Engineer	$195/Hour
Senior Design Engineer	$140/Hour
Project Engineer	$125/Hour
Staff Engineer	$105/Hour
Senior Environmental Scientist	$135/Hour
Project Geologist	$115/Hour
Staff Geologist	$95/Hour
Non-Destructive Testing Inspector	$115/Hour
Senior Inspector	$86/Hour
Special Inspector	$65/Hour
Laboratory Professional	$70/Hour
Drafter	$75/Hour
GeoProfessional	$65/Hour
Project Administrator	$58/Hour
Testing/Inspection Overtime/Short Notice	$98/Hour
Laboratory Rush	1.5X

Professional Expenses

Testing/Inspection Equipment	$65/visit
Final Project Binder	$750/Each
Asphalt and Concrete Core Equipment	$450/Day
Bolt Pull Test/Torque Equipment	$350/Day
Exploration	Site Specific

Laboratory Testing

Geotechnical and Material Testing-Assumes standard laboratory turnaround times

Modified Proctor	$205/Each
Consolidation	$395/Each
Triaxial Shear	$1,950/Each
Direct Shear	$575/Each
Atterberg Limit	$105/Each
Moisture Content	$15/Each
Gradation	$155/Each
Concrete/Masonry Cylinders	$25/Each
Masonry Prisms	$98/Each
Extraction/Gradation	$195/Each
Max Theoretical Density (RICE)	$135/Each
Core Density	$45/Each
Los Angeles (LA) Abrasion	$355/Each
Degradation	$325/Each
Volumetric Suite (VMA, VFA, WA)	$785/each
Specific Gravity	$155/each
Cleanliness Value	$125/each
Durability	$350/each

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/30/2022
Subject:	Interagency Agreement between the WA State AOC & Benton County
Presenter:	N/A
Prepared By:	Tiffany Runge
Reviewed By:	Ryan Brown

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 2019 Washington State Legislature passed 2SSB 5604, which implemented the Uniform Guardianship Act (UGA). Significant new county expenses for implementation of the UGA will be incurred by requiring the court to appoint attorneys and court visitors. The Administrative Office of the Courts has been providing reimbursement to costs for the appointment services under the UGA. During the 2021 to 2022 Interagency Agreement, IAA22043, the AOC expanded the reimbursement parameters to include Conservatorship appointment costs. The Administrative Office of the Courts is again offering funding for reimbursement under Uniform Guardianship, Conservatorship and Other Protectives Arrangements Act. The Superior Court is requesting Benton County to authorize entering into the 2022-2023 Interagency Agreement, IAA23873 with the Washington State Administrative Office of the Courts for reimbursement of qualified costs for UGA appointment services consistent with the attached agreement.

Fiscal Impact

Benton County will receive up to a maximum of $69,426.00 in qualified reimbursement costs for UGA appointment services incurred during the period of July 1, 2022 – June 30, 2023.

Recommendation

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign Interagency Agreement #IAA23873 between the Administrative Office of the Courts and Benton County.

Suggested Motion

N/A – Consent Agenda.

BENTON COUNTY RESOLUTION

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT #IAA23873 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND BENTON COUNTY SUPERIOR COURT

WHEREAS, the Superior Court received notification on August 8, 2022 of available reimbursement funding for attorney and court visitor appointment services under the Uniform Guardianship, Conservatorship and Other Protectives Arrangement Act (UGA) as defined by RCW 11.130, for the term commencing July 1, 2022 and terminating on June 30, 2023 for a maximum reimbursement of $69,426; and

WHEREAS, Tiffany Runge, Superior Court Administrator, finds it is in the best interest of the Superior Court that the Agreement between State of Washington Administrative Office of the Courts and Franklin County Superior Court be approved as presented for a term commencing July 1, 2022 and terminating on June 30, 2023 for a maximum reimbursement amount of $69,426 and; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby accepts the proposed Uniform Guardianship, Conservatorship and Other Protectives Arrangement Act (UGA) appointment services reimbursement agreement for the term commencing July 1, 2022 and terminating on June 30, 2023 with a maximum reimbursement amount of $69,426; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign Interagency Agreement #IAA23873 between the State of Washington Administrative Offices of the Courts and Benton County Superior Court on behalf of Benton County Superior Court.

DATED this _____ day of _____, 2022.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____ ATTEST:
Member

_____ _____
Member Clerk of the Board

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

Prepared by: T. Runge

Originals (1): 1-BC Commissioners

INTERAGENCY AGREEMENT
IAA23873
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Benton County Superior Court
REGARDING THE UNIFORM GUARDIANSHIP, CONSERVATORSHIP AND OTHER PROTECTIVE ARRANGEMENTS ACT

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Benton County Superior Court

IT IS THE PURPOSE OF THIS AGREEMENT for the AOC to provide reimbursements to the (Court) related to attorney appointments and court visitor appointments under the Uniform Guardianship, Conservatorship and Other Protectives Arrangement Act (UGA) as defined by RCW 11.130.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITION

a) "UGA appointment services" means attorney appointments and court visitor appointments pursuant to RCW 11.130.

2. DESCRIPTION OF SERVICES TO BE PROVIDED

a) The Court will ensure that the funding under this contract is used only for reimbursement of costs paid to attorneys appointed for a minor, parent or an adult, or court visitor appointments for a minor or an adult. Other costs are not eligible for reimbursement, including but not limited to: judicial officer time, administrative costs (overhead or indirect), court staff time, etc. No prepayment will be made under this Agreement.
b) The Court agrees to provide a completed checklist in a format provided by AOC with each reimbursement request. The Court agrees to provide supporting documentation as required by AOC.
c) In addition, the Court agrees to report any expected surplus for revenue sharing to AOC by May 1, 2023, and to provide any request for revenue sharing by May 1, 2023 for prioritization by the SCJA.
d) The Court may elect to pay for UGA appointment services that are not in accordance with the provisions of this agreement; however, such payments will not be reimbursed.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**.

4. COMPENSATION

a) The Court may be reimbursed a maximum of **$69,426** for UGA appointment services costs incurred during the period of July 1, 2022 to June 30, 2023. No reimbursement will be made under this Agreement for UGA appointment services incurred after June 30, 2023, and any reimbursement beyond this amount will be denied.

b) If this agreement is terminated, the Court will only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

c) The Court will submit its A-19 invoices monthly or bimonthly to: payables@courts.wa.gov. Forms A-19 submitted under this agreement must include:

   1) Billing reports from attorneys and court visitors whose costs are being reimbursed, including service dates with hours billed and services provided; and
   2) Payment documents from the Court indicating case number; amount and date of payment, and payee.

d) Data required in 3c above must be submitted electronically to the AOC in conjunction with the invoice.

e) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed checklist with supporting documentation.

f) The Court must maintain sufficient backup documentation of expenses under this Agreement.

g) The AOC, upon consultation with the SCJA and after May 1, 2023, may initiate revenue sharing and reallocate funding among courts as prioritized by the SCJA. If such adjustments are made, Court will be notified by letter and e-mail from AOC, and such a letter will be attached to this agreement as Addendum A.

5. TREATMENT OF ASSETS AND PROPERTY

The AOC is the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

6. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement are “works for hire” as defined by the U.S. Copyright Act of 1976 and are owned by the AOC. Data includes, but is not limited to: reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom,

must be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license is limited to the extent which the Court has a right to grant such a license. The Court must advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC must receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC reserves the right to modify or remove any restrictive markings placed upon the data by the Court.

7. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement continue to be employees or agents of that party and are not considered for any purpose to be employees or agents of the other party.

8. AGREEMENT ALTERATIONS AND AMENDMENTS

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

9. RECORDS, DOCUMENTS, AND REPORTS

The Court must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records are subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

10. RIGHT OF INSPECTION

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

11. DISPUTES

Disputes arising under this Agreement will be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel will thereafter decide the dispute with the majority prevailing. Neither party has recourse to the courts unless there is a showing of noncompliance or waiver of this section.

12. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other

party. If this Agreement is so terminated, the parties are liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

13. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. This Agreement; and
c. Any other provisions of the agreement, including materials incorporated by reference.

14. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

15. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

16. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

17. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Kay King Project Manager PO Box 41170 1112 Quince St SE Olympia, WA 98504-1170 Kay.King@courts.wa.gov (360) 705-5302	**Tiffany Runge** Court Administrator 7122 W Okanogan Pl, Bldg A Kennewick, WA 99336-2359 tiffany.runge@co.benton.wa.us (509) 736-3071 Ext. 3318

18. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties and supersedes all prior agreements, contracts, or representations between the parties with respect to the reimbursement of Uniform Guardianship Act expenses, including but not limited to the Original Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts	**Benton County**
_____	_____
Signature *Date*	*Signature* *Date*
Christopher Stanley	
Name	*Name*
Director, MSD	
Title	*Title*

Approved to Form:
Ryan Brown
Deputy Prosecuting Attorney

UGA Reimbursement Submission Checklist FY 2023

Reimbursements can only be approved for services performed during this contract period of July 1, 2022 - June 30, 2023

In order to process the reimbursement request, the following information is required:

A-19s – must include:

- ☐ **Contract #** (anywhere on the A-19)IAA23873
- ☐ **Dates of Services** – Month/year (from the invoice) when services were provided. Please verify the dates of service are within this contract period.
- ☐ **Case Number**
- ☐ **Type of Case and Service*** - see case type and service information below
- ☐ **Name of Service Provider** – billing attorney or court visitor's name
- ☐ **Quantity** – Number of hours (or flat fee)
- ☐ **Unit Price** - Amount paid per hour (or flat fee)
- ☐ **Reimbursement Request Total Amount** – The total should correspond to the invoice total. If payment was less than the invoice total, provide the explanation on the invoice.
- ☐ **Signature** - A-19 must be signed by the PJ or court administrator.

Tips: Please see sample A-19. Multiple invoices can be included on one A-19. You can use multiple pages of an A-19. One A-19 per PDF reimbursement request.

Required Documentation - Attachments to the A-19:

- ☐ **Billing invoices** - must include the service dates
- ☐ **Proof of payment from court** – with required information:
  - ☐ Amount paid
  - ☐ Payment date
  - ☐ Payee name

Please note: Mileage reimbursement **is not** covered under this appropriation. Interpreter services that are required in the courtroom are covered.

***Types of Case and Service must be indicated with each case number on the A-19:**

Minor Guardianship:

- ☐ Attorney for Minor, or
- ☐ Court Visitor, or
- ☐ Attorney for Parent

Adult Guardianship:

- ☐ Attorney, or
- ☐ Court Visitor

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	30 August 2022
Subject:	Hanford Communities Interlocal Cooperation Agreement
Presenter:	Adam J. Fyall
Prepared By:	Fyall
Reviewed By:	Fyall, MacPherson

PA Review, Approval to Form: ☐ Yes ☒ No ☐ N/A *(see "Background" below)*

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 Agreement

Summary

Today's action is consideration of and possible decision to sign onto the new Hanford Communities interlocal agreement which would run from 2022 to 2026.

Background

Benton County is a founding member of Hanford Communities ("HC"), which was established in 1994. Currently, HC consists of Benton and Franklin Counties, and the cities of Kennewick, Pasco, Richland, and West Richland. The Port of Benton participates as an affiliate member but has no voting rights and pays no dues. Currently, Commissioner Delvin represents the County on HC's Governing Board, and Adam Fyall represents on the Administrative Board.

Pam Larsen was the HC Executive Director from its founding until her retirement in 2021. Ms. Larsen was an employee of the City of Richland, and Richland was the "Operating Jurisdiction" for HC. With Ms. Larsen's retirement, Richland did not intend to refill that position and wanted to move out of the Operating Jurisdiction role. With the previous interlocal agreement also expiring, the timing seemed right to make a change.

TRIDEC has now assumed the role of the Operating Jurisdiction, with David Reeploeg of TRIDEC becoming the new HC Executive Director. Stylistically, Mr. Reeploeg does some things a little differently, but functionally the organization runs at it always has for nearly 30 years.

It is time to renew the interlocal agreement for Hanford Communities. This has been done previously in 1999, 2004, 2009, 2014, and 2016. The agreement has remained essentially unchanged through the years, and all of the parties are happy with the agreement. The most recent agreement from 2016 is attached for reference and comparison.

For this cycle, TRIDEC recommended a few changes which can be seen in the attached version labeled "EDIT". The changes are minimal and meant to address the change of Operating Jurisdiction from a municipal government (Richland) to a non-governmental, non-profit entity (TRIDEC). One of the goals of keeping the changes minimal was to not get into a situation where we would be endlessly bouncing various drafts around

among the parties making preferential tweaks here and there, and there was a consensus that this agreement has worked for a quarter-century and worked well. The cities and Franklin County were satisfied with the draft agreement as presented. Benton County counsel had some questions/concerns about the draft agreement, which were forwarded onto and discussed with TRIDEC. The other parties appreciated the points that were made but did not want to further modify the agreement and each began their individual process of approval.

Benton County legal counsel sent commissioners an email dated August 4, 2022 articulating concerns with the draft interlocal agreement, and as such has not approved the agreement as to form.

Each of the other jurisdictions has agreed to sign the interlocal agreement as presented with no changes. The attachment labeled "CLEAN" is the draft agreement for consideration today without edits marked.

Also attached for reference is the Operating Jurisdiction Agreement, which details TRIDEC's role as the Operating Jurisdiction. Per Sec 6 of the Operating Jurisdiction Agreement, it self-renews each time the interlocal agreement is renewed or extended.

If the Board agrees to enter into the interlocal agreement, the only thing to sign today will be the attached resolution. TRIDEC will follow-up by sending around a master signature page(s) for each of the jurisdictions to sign, including the Benton County Chairman.

Fiscal Impact

As a member of Hanford Communities, Benton County pays a fee each year which is calculated based on the County's population relative to the other parties. This is generally right around $10,000 per year for Benton County and goes toward the operations of Hanford Communities. The communities pay roughly half of Hanford Communities' expenses, and a grant from the Washington Department of Ecology pays the rest.

Recommendation

Staff recommends signing the Interlocal Cooperation Agreement.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN AND AMONG THE CITIES OF KENNEWICK, PASCO, RICHLAND, AND WEST RICHLAND; AND THE COUNTIES OF BENTON AND FRANKLIN; FOR RENEWAL OF THE HANFORD COMMUNITIES AGREEMENT

WHEREAS, the Interlocal Cooperation Act (Revised Code of Washington 39.34) allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best meet the needs of each community; and,

WHEREAS, activities at the United States Department of Energy's Hanford Site have profound and wide-reaching environmental, economic, and social impacts on the bi-county communities; and,

WHEREAS, Benton County is a founding member of "Hanford Communities", which was established in 1994 by interlocal agreement by the cities of Kennewick, Pasco, and Richland, and the counties of Benton and Franklin as a forum for local governments in the Tri-Cities area to exchange information related to Hanford issues, such as cleanup and economic transition; and,

WHEREAS, the interlocal agreement was previously renewed in 1999, 2004, 2009, 2014, and 2016; and,

WHEREAS, Benton County continues to value its involvement and participation with Hanford Communities; **NOW THEREFORE**,

BE IT RESOLVED, by the Benton County Board of Commissioners that Benton County should remain a member of the Hanford Communities organization, and that the Chairman is authorized to sign and execute the new Interlocal Cooperation Agreement between and among the cities of Kennewick, Pasco, Richland, and West Richland, and the counties of Benton and Franklin; renewing Benton County's participation in the Hanford Communities at least until the expiration of this Agreement on December 31, 2026.

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: BOCC file
cc: Auditor, Sustainable Development, TRIDEC

Prepared by: A.J. Fyall

CLEAN

AN INTERLOCAL COOPERATION AGREEMENT BETWEEN ELIGIBLE LOCAL GOVERNMENTS TO REVIEW, EVALUATE, AND MONITOR CONDITIONS AND OPERATIONS AT THE HANFORD NUCLEAR RESERVATION (HANFORD) AND ESTABISHING THE HANFORD COMMUNITIES

This **INTERLOCAL AGREEMENT**, effective the 1st day of January, 2022, is hereby entered into by and between the Cities of Richland, Kennewick, Pasco, and West Richland, and the Counties of Benton and Franklin (hereinafter referred to as "Participating Jurisdictions").

WHEREAS, the Interlocal Cooperation Act, RCW 39.34 allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best meet the needs of each community; and

WHEREAS, environmental contamination at Hanford and the U.S. Department of Energy's consequential environmental remediation and waste management activities impose numerous health, safety, and socio-economic impacts on the well-being of the residents of Richland, Kennewick, Pasco, West Richland, and unincorporated portions of Benton and Franklin Counties; and

WHEREAS, the vast majority of those who work at Hanford live in and around the Cities of Richland, Kennewick, Pasco, and West Richland; and the counties therein; and

WHEREAS, although each jurisdiction fully reserves the right to pursue its own interests with regard to Hanford, through joint utilization of personnel and other resources these jurisdictions are desirous of entering into a program to review, evaluate and monitor conditions at Hanford and policies, programs and operations of the Department of Energy (DOE) and others in regard to Hanford,

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed in accordance with the provisions of RCW 39.34.030 as follows:

I. PURPOSE

The purpose of this Agreement is to make available jointly to the Participating Jurisdictions technical, analytical, and other resources to review, evaluate and monitor conditions at Hanford such as cleanup, workforce and community transition. Information will also be made available regarding policies, programs and operations of the DOE and others with regard to Hanford, and to enhance citizen understanding of such. To that end, the Participating Jurisdictions have established and periodically renew this Interlocal Cooperation Agreement creating an administrative entity to be known as the "*Hanford Communities*" to:

1. Coordinate efforts concerning Hanford activities and issues requiring local government interaction or participation between the Hanford Communities, the DOE, local, state, and national agencies;

2. Interact with the DOE, the Washington State Department of Ecology, the U. S. Environmental Protection Agency, and others regarding Hanford environmental contamination, remediation, waste management, response to emergencies, and work force and site transition issues;

CLEAN

3. Evaluate reports, findings, and recommendations regarding ongoing, planned and possible cleanup and waste management activities at Hanford, including actual or potential environmental and socio-economic impacts on the Hanford Communities or individual Participating Jurisdictions;

4. Prepare special studies, assessments, surveys, and related efforts regarding Hanford for the use of the Hanford Communities or individual Participating Jurisdictions and/or to further public information and enhance citizen understanding of Hanford-related issues; and

5. Prepare and issue position papers, give testimony, and sponsor other activities designed to inform the public about environmental, waste management, emergency management, and site transition activities; and

6. Prepare and present issue papers and sponsor activities in support of workforce and community transition issues.

II. ORGANIZATION

1. **Eligibility:** Full membership in the Hanford Communities Interlocal is limited to the cities of Richland, Kennewick, Pasco, and West Richland and the counties of Benton and Franklin. Affiliate memberships are open to local government entities other than general purpose governments.

2. **Governing Board:** The governing bodies of each Participating Jurisdiction shall identify one (1) elected legislative representative from its governing body to serve on the Governing Board of the Hanford Communities. Governing Board members shall focus on addressing issues at the policy level and shall advocate positions consistent with the annual Issue Agenda.

3. **Administrative Board:** The chief administrative officers, or designees, of the Participating Jurisdictions shall constitute the Administrative Board of the Hanford Communities. Administrative Board members shall address the day-to-day activities of the Hanford Communities consistent with executing the policy decisions made by the Governing Board.

4. **Operating Jurisdiction:** The Operating Jurisdiction may be one of the Participating Jurisdictions or a third-party qualified to carry out the items enumerated in "Section I - Purpose" on behalf of the Hanford Communities. The Operating Jurisdiction's rules, regulations, and ordinances, unless otherwise specifically provided for herein, apply to the administrative entity. Employees of the administrative entity are employees of the Operating Jurisdiction, which shall provide all necessary support services. With oversight from the Administrative Board, the Operating Jurisdiction shall administer the Hanford Communities budget, from which authorized program expenses shall be reimbursed. The Operating Jurisdiction shall provide these reimbursed services at no administrative charge to participants of this Interlocal Agreement.

5. **Officers:** There shall be a Chairperson and Vice-chairperson for the Governing Board and the Administrative Board, respectively. The Chairperson and Vice-chairperson shall be elected from among the membership of each board to serve one-year terms effective January 1 of each year.

CLEAN

III. ADMINISTRATION

1. **Budget Preparation:** The Operating Jurisdiction shall prepare a budget in accordance with its budget cycle based upon policies adopted by the Governing Board. The budget shall be approved by the Governing Board of the Hanford Communities.

2. **Funding:** Funds necessary to carry out this Agreement shall come from Participating Jurisdiction assessments and federal, state, and other grants. Assessments shall be based on a funding formula approved by the Hanford Communities Administrative Board.

3. **Meetings:** The Governing Board shall meet annually to approve the Hanford Communities budget and Issue Agenda for the coming year, and other times as needed. The Administrative Board will meet as needed, however, no less frequently than biannually each calendar year. Meetings of the Hanford Communities Governing Board shall be subject to the Washington Open Public Meetings Act.

4. **Dispute Resolution:** Disputes between or among the Participating Jurisdictions and affiliated members regarding the breach, interpretation or enforcement of this Agreement shall be first addressed by the parties in a good faith effort to resolve the dispute. Any remaining disputes shall be resolved by binding arbitration in accordance with RCW 7.04A and the Mandatory Rules of Arbitration.

5. **Liability:** To the extent any liability exceeds the insurance coverage of the Operating Jurisdiction, each remaining Participating Jurisdiction shall be jointly liable for the balance of claim in the same ration as their percentage contribution is to the annual budget.

IV. DURATION OF THE AGREEMENT

This Agreement shall be effective the 1st day of January, 2022 and shall continue through December 31, 2026. The term of this Agreement may be extended thereafter with the written approval of the Participating Jurisdictions.

V. OWNERSHIP OF PROPERTY

All property, real and personal, acquired with Hanford Communities funds to carry out the purposes of this Agreement shall be owned by and between the Participating Jurisdictions in the same ratio as their percentage of contribution is to the annual budget. Real and personal property owned by the Operating Jurisdiction and used to service its contract with the Hanford Communities shall remain the property of the Operating Jurisdiction.

All documents, studies, and issue papers prepared for or on behalf of the Hanford Communities shall be available to Participating Jurisdictions and affiliates for all purposes. The Operating Jurisdiction is responsible for maintaining Hanford Communities' records consistent with state law for retention of public records, Ch. 40.14 RCW. The Washington Public Records Act shall apply to such records for any request made by the public. The Operating Jurisdiction shall serve as the public records officer for Hanford Communities.

VI. AMENDMENT

The Agreement may be amended upon written approval of a majority of the Governing Board.

CLEAN

VII. WITHDRAWAL

A jurisdiction may withdraw without penalty from this Agreement effective December 31 of any year, provided written notice is given to the Administrative Board no later than the preceding June 30.

RICHLAND

_____
Mayor, City of Richland

Attest:

_____
Richland City Clerk

Approved as to Form:

_____
City Attorney

KENNEWICK

_____
Mayor, City of Kennewick

Attest:

_____
Kennewick City Clerk

Approved as to Form:

_____
City Attorney

PASCO

_____
Mayor, City of Pasco

Attest:

_____
Pasco City Clerk

Approved as to Form:

_____
Pasco City Attorney

WEST RICHLAND

_____
Mayor, City of West Richland

Attest:

_____
West Richland City Clerk

Approved as to Form:

_____
West Richland City Attorney

CLEAN

BENTON COUNTY

_____
Chairman, Benton County
Board of Commissioners

Attest:

_____
Clerk of the Board, Benton County

Approved as to Form

_____
Benton County Civil Deputy
Prosecuting Attorney

FRANKLIN COUNTY

_____
Chairman, Franklin County
Board of Commissioners

Attest:

_____
Clerk of the Board, Franklin County

Approved as to Form:

_____
Franklin County Civil Deputy
Prosecuting Attorney

EDIT

AN INTERLOCAL COOPERATION AGREEMENT BETWEEN ELIGIBLE LOCAL GOVERNMENTS TO REVIEW, EVALUATE, AND MONITOR CONDITIONS AND OPERATIONS AT THE HANFORD NUCLEAR RESERVATION (HANFORD) AND ESTABISHING THE HANFORD COMMUNITIES

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WHEREAS, the Interlocal Cooperation Act, RCW 39.34 allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best meet the needs of each community; and

WHEREAS, environmental contamination at Hanford and the U.S. Department of Energy's consequential environmental remediation and waste management activities impose numerous health, safety, and socio-economic impacts on the well-being of the residents of Richland, Kennewick, Pasco, West Richland, and unincorporated portions of Benton and Franklin Counties; and

WHEREAS, the vast majority of those who work at Hanford live in and around the Cities of Richland, Kennewick, Pasco, and West Richland; and the counties therein; and

WHEREAS, although each jurisdiction fully reserves the right to pursue its own interests with regard to Hanford, through joint utilization of personnel and other resources these jurisdictions are desirous of entering into a program to review, evaluate and monitor conditions at Hanford and policies, programs and operations of the Department of Energy (DOE) and others in regard to Hanford,

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed in accordance with the provisions of RCW 39.34.030 as follows:

I. PURPOSE

The purpose of this Agreement is to make available jointly to the Participating Jurisdictions technical, analytical, and other resources to review, evaluate and monitor conditions at Hanford such as cleanup, workforce and community transition. Information will also be made available regarding policies, programs and operations of the DOE and others with regard to Hanford, and to enhance citizen understanding of such. To that end, the Participating Jurisdictions have established and periodically renew this Interlocal Cooperation Agreement creating an administrative entity to be known as the "*Hanford Communities*" to:

1. Coordinate efforts concerning Hanford activities and issues requiring local government interaction or participation between the Hanford Communities, the DOE, local, state, and national agencies;

2. Interact with the DOE, the Washington State Department of Ecology, the U. S. Environmental Protection Agency, and others regarding Hanford environmental contamination, remediation, waste management, response to emergencies, and work force and site transition issues;

EDIT

3. Evaluate reports, findings, and recommendations regarding ongoing, planned and possible cleanup and waste management activities at Hanford, including actual or potential environmental and socio-economic impacts on the Hanford Communities or individual Participating Jurisdictions;

4. Prepare special studies, assessments, surveys, and related efforts regarding Hanford for the use of the Hanford Communities or individual Participating Jurisdictions and/or to further public information and enhance citizen understanding of Hanford-related issues; and

5. Prepare and issue position papers, give testimony, and sponsor other activities designed to inform the public about environmental, waste management, emergency management, and site transition activities; and

6. Prepare and present issue papers and sponsor activities in support of workforce and community transition issues.

II. ORGANIZATION

1. **Eligibility:** Full membership in the Hanford Communities Interlocal is limited to the cities of Richland, Kennewick, Pasco, and West Richland and the counties of Benton and Franklin. Affiliate memberships are open to local government entities other than general purpose governments. ~~Affiliate members will not have voting seats on the Governing or Administrative Boards.~~

2. **Governing Board:** The governing bodies of each Participating Jurisdiction shall identify one (1) elected legislative representative from its governing body to serve on the Governing Board of the Hanford Communities. Governing Board members shall focus on addressing issues at the policy level and shall advocate positions consistent with the annual Issue Agenda.

3. **Administrative Board:** The chief administrative officers, or designees, of the Participating Jurisdictions shall constitute the Administrative Board of the Hanford Communities. Administrative Board members shall address the day-to-day activities of the Hanford Communities consistent with executing the policy decisions made by the Governing Board.

4. **Operating Jurisdiction:** ~~One of the Participating Jurisdictions shall be designated as the Operating Jurisdiction and assigned responsibilities for carrying~~ The Operating Jurisdiction may be one of the Participating Jurisdictions or a third-party qualified to carry out the items enumerated in "Section I - Purpose" on behalf of the Hanford Communities. The Operating Jurisdiction's rules, regulations, and ordinances, unless otherwise specifically provided for herein, apply to the administrative entity. Employees of the administrative entity are employees of the Operating Jurisdiction, which shall provide all necessary support services. With oversight from the Administrative Board, the Operating Jurisdiction shall administer the Hanford Communities budget, from which authorized program expenses shall be reimbursed. The Operating Jurisdiction shall provide these reimbursed services at no administrative charge to participants of this Interlocal Agreement.

5. **Officers:** There shall be a Chairperson and Vice-chairperson for the Governing Board and the Administrative Board, respectively. The Chairperson and Vice-chairperson shall be

EDIT

elected from among the membership of each board to serve one-year terms effective January 1 of each year.

III. ADMINISTRATION

1. **Budget Preparation:** The Operating Jurisdiction shall prepare a budget in accordance with its budget cycle based upon policies adopted by the Governing Board. The budget shall be approved by the Governing Board of the Hanford Communities.

2. **Funding:** Funds necessary to carry out this Agreement shall come from Participating Jurisdiction assessments and federal, state, and other grants. Assessments shall be based on a funding formula approved by the Hanford Communities Administrative Board.

3. **Meetings:** The Governing Board shall meet annually to approve the Hanford Communities budget and Issue Agenda for the coming year, and other times as needed. The Administrative Board will meet as needed, however, no less frequently than biannually each calendar year. Meetings of the Hanford Communities Governing Board shall be subject to the Washington Open Public Meetings Act.

4. **Dispute Resolution:** Disputes between or among the Participating Jurisdictions and affiliated members regarding the breach, interpretation or enforcement of this Agreement shall be first addressed by the parties in a good faith effort to resolve the dispute. Any remaining disputes shall be resolved by binding arbitration in accordance with RCW 7.04A and the Mandatory Rules of Arbitration.

5. **Liability:** To the extent any liability exceeds the insurance coverage of the Operating Jurisdiction, each remaining Participating Jurisdiction shall be jointly liable for the balance of claim in the same ration as their percentage contribution is to the annual budget.

IV. DURATION OF THE AGREEMENT

This Agreement shall be effective the 1st day of January, 2022 and shall continue through December 31, 2026. The term of this Agreement may be extended thereafter with the written approval of the Participating Jurisdictions.

V. OWNERSHIP OF PROPERTY

All property, real and personal, acquired with Hanford Communities funds to carry out the purposes of this Agreement shall be ~~the property of the Hanford Communities~~ owned by and between the Participating Jurisdictions in the same ratio as their percentage of contribution is to the annual budget. Real and personal property owned by the Operating Jurisdiction and used to service its contract with the Hanford Communities shall remain the property of the Operating Jurisdiction. ~~In the event that any property becomes surplus or upon partial or complete termination of this Agreement, property of the Hanford Communities shall be sold and the proceeds shall be divided between the Participating Jurisdictions in the same ratio as their percentage of contribution is to the annual budget.~~

All documents, studies, and issue papers prepared for or on behalf of the Hanford Communities shall be available to Participating Jurisdictions and affiliates for all purposes~~, and shall constitute a public record pursuant to Title 42.56 upon its public citation in connection with any action of Participating Jurisdictions or affiliates~~. The Operating Jurisdiction is responsible for maintaining

EDIT

Hanford Communities' records consistent with state law for retention of public records, Ch. 40.14 RCW. The Washington Public Records Act shall apply to such records for any request made by the public. The Operating Jurisdiction shall serve as the public records officer for Hanford Communities.

VI. AMENDMENT

The Agreement may be amended upon written approval of a majority of the Governing Board.

VII. WITHDRAWAL

A jurisdiction may withdraw without penalty from this Agreement effective December 31 of any year, provided written notice is given to the Administrative Board no later than the preceding June 30.

RICHLAND

_____
Mayor, City of Richland

Attest:

_____
Richland City Clerk

Approved as to Form:

_____
City Attorney

KENNEWICK

_____
Mayor, City of Kennewick

Attest:

_____
Kennewick City Clerk

Approved as to Form:

_____
City Attorney

PASCO

_____
Mayor, City of Pasco

Attest:

_____
Pasco City Clerk

Approved as to Form:

WEST RICHLAND

_____
Mayor, City of West Richland

Attest:

_____
West Richland City Clerk

Approved as to Form:

EDIT

Pasco City Attorney

West Richland City Attorney

BENTON COUNTY

Chairman, Benton County
Board of Commissioners

Attest:

Clerk of the Board, Benton County

Approved as to Form

Benton County Civil Deputy
Prosecuting Attorney

FRANKLIN COUNTY

Chairman, Franklin County
Board of Commissioners

Attest:

Clerk of the Board, Franklin County

Approved as to Form:

Franklin County Civil Deputy
Prosecuting Attorney

Contract No. _____

Operating Jurisdiction Agreement
Between the
Tri-City Development Council (TRIDEC)
And the
Participating Jurisdictions of the Hanford Communities

This Agreement, entered into on this _____ day of April, 2020, is entered into by the cities of **Richland, Kennewick, Pasco, West Richland**, and the **Counties of Benton and Franklin** (the "Participating Jurisdictions" or "Hanford Communities"), by and through the Chair of the Hanford Communities Governing Board, as authorized by the 2017 - 2021 Hanford Communities Interlocal Agreement, and the **Tri-City Development Council,** a Washington non-profit corporation ("TRIDEC"). The Participating Jurisdictions and TRIDEC are referred to collectively herein as the "Parties."

W-I-T-N-E-S-S-E-T-H

WHEREAS, since 2005, the Participating Jurisdictions have joined together under the Interlocal Cooperation Act, Chapter 39.34 RCW, to form an administrative agency known as Hanford Communities. A succession of interlocal agreements were executed in 2005, 2009, 2014, and 2016. The current interlocal agreement executed by the Participating Jurisdictions added the city of West Richland, and is valid from January 1, 2017 to December 31, 2021; and

WHEREAS, the purpose of Hanford Communities is to review, evaluate and monitor conditions at the Hanford Nuclear Reservation (Hanford) and policies, programs and operations of the U.S. Department of Energy (DOE) and others in regard to Hanford; and

WHEREAS, since its inception to the present, the City of Richland has served as the Operating Jurisdiction for Hanford Communities; and

WHEREAS, the Participating Jurisdictions believe that the function of the Operating Jurisdiction has evolved to the point where the work is best performed by TRIDEC, a third-party that promotes economic diversification, facilitates job creation and retention, pursues new federal missions to support stability in federally funded operations, leads the Tri-Cities community on issues of economic importance, and advocates for the policies and funding needed to support the Hanford clean-up mission; and

WHEREAS, as the Operating Jurisdiction, TRIDEC will be responsible for carrying out the purposes of Hanford Communities by making personnel and resources available; and

WHEREAS, this Agreement is necessary in order to specify the terms and conditions under which TRIDEC will provide various services, as the Operating Jurisdiction, to Hanford Communities.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms of the current interlocal agreement governing Hanford Communities, the Parties agree as follows:

Section 1. Designation of Operating Jurisdiction. The Tri-City Development Council, commonly known as TRIDEC, is hereby designated as the Operating Jurisdiction for Hanford Communities.

Section 2. Scope of Services. TRIDEC shall provide, as approved by the Hanford Communities Governing Board and supervised by the Hanford Communities Administrative Board, the following services on behalf of Hanford Communities jointly, or on behalf of individual Participating Jurisdictions:

A. Coordination of efforts concerning Hanford activities and issues requiring local government interaction or participation between Hanford Communities, DOE, and local, state and national agencies.

B. Interactions with DOE, Washington State Department of Ecology, U.S. Environmental Protection Agency, and others regarding Hanford environmental contamination, remediation, waste management, response to emergencies, and workforce and site transition issues.

C. Evaluation of reports, findings, and recommendations regarding on-going, planned and possible clean-up and waste management activities at Hanford, including actual or potential environmental and socioeconomic impacts on Hanford Communities or individual Participating Jurisdictions.

D. Preparation of special studies, newsletters, issue briefings, a website and related efforts regarding Hanford for the use of Hanford Communities or individual Participating Jurisdictions, and/or to further public information and enhance citizen understanding of Hanford-related issues.

E. Preparation and issuance of position papers, giving of testimony, and sponsorship of other activities designed to inform the public about environmental, waste management, emergency management, and site transition activities.

F. Advocacy on behalf of the Participating Jurisdictions on matters relating to Hanford clean-up and the Department of Energy.

G. With facilitation from the Administrative Board, negotiation of contract(s) with the Department of Ecology to support the work of Hanford Communities.

H. Perform necessary administrative tasks necessary for the operation of Hanford Communities.

Section 3. Employees and Contractors. TRIDEC agrees to assign its Vice President for Federal Programs to serve as the Director of Hanford Communities. All employee(s) and/or contractors necessary to carry out the scope of services identified in this Operating Agreement shall be employees or contractors of TRIDEC and not of the Participating Jurisdictions. TRIDEC is solely responsible for ensuring that all rights, privileges and obligations associated with the employer/employee relationship are satisfied. TRIDEC is further responsible for ensuring compliance with any contracts let for contracted services.

Section 4. Maintenance of Funds.

A. From May 23, 2020 to December 31, 2020, the City of Richland will maintain a separate fund, the Hanford Communities Fund, to account for all expenses of Hanford Communities. Monies granted to Hanford Communities and monies from any other source, including all payments from Participating Jurisdictions, will be deposited into the Hanford Communities Fund and promptly provided to TRIDEC in support of and to compensate for services rendered under this Agreement.

B. Effective January 1, 2021 and continuing for the duration of this Agreement, TRIDEC is responsible for ensuring that all monies paid to Hanford Communities from any source, including all payments from Participating Jurisdictions, are accurately accounted for and not comingled with any funds otherwise managed or owned by TRIDEC.

C. TRIDEC is responsible for administering the Hanford Communities budget with oversight from the Hanford Communities Administrative Board. Expenditures that exceed the approved budget require Administrative Board approval. Expenditures that fall within the approved budget are within TRIDEC's purview.

Section 5. Annual Budget and Cost of Service. The annual budget for operation of Hanford Communities will be submitted by TRIDEC to the Hanford Communities Governing Board for approval on or before November 1 of each calendar year. TRIDEC is responsible for budgeting projections and recording all appropriate costs.

A. Each Participating Jurisdiction will be assessed a portion of the annual costs as determined pursuant to Section III of the existing Hanford Communities Interlocal Agreement. Participating Jurisdictions will be invoiced quarterly for their respective contributions. Payment is due to the Operating Jurisdiction no later than thirty (30) calendar days of the date of the invoice.

B. At mid-year, a budget review may take place to verify that sufficient funds are available to execute the remaining work program scope and tasks for the year. Annually, a full accounting of revenues and expenditures will be made available by TRIDEC to the Administrative Board for review. Expenses incurred beyond the adopted budget at the close of the applicable budget cycle will be assumed as unreimbursed expenditures by TRIDEC.

Section 6. **Term**. This Agreement is effective May 23, 2020 and will renew automatically upon renewal or extension of the Hanford Communities Interlocal Agreement (HCILA). If renewal of the HCILA occurs, the term of this Agreement will match the term of the renewed or extended HCILA. If renewal of the HCILA does not occur, termination of this Agreement will coincide with termination of the HCILA.

Section 7. Termination. Either TRIDEC or the Hanford Communities Governing Board may terminate this Agreement without penalty at any time, provided that written notice is given no less than ninety (90) calendar days in advance to all Participating Jurisdictions. In the event payment for the year's services has already been made by the Participating Jurisdictions, TRIDEC will provide a refund at termination of all unencumbered, unspent funds paid to TRIDEC on behalf of Hanford Communities.

Section 8. **Insurance**. TRIDEC will procure and maintain for the duration of this Agreement liability coverage for errors and omissions in a minimum amount of no less than $1,000,000 covering all activities of its personnel related to the performance of this Agreement. TRIDEC will not reduce the coverage it maintains during the life of this Agreement.

Section 9. **Liability**. The Hanford Communities will hold harmless and indemnify TRIDEC and its assigned employee from and against all actions taken under this agreement in good faith. To the extent any hold harmless liability exceeds the liability coverage described in Section 8, each Participating Jurisdiction shall be jointly liable for the balance of a claim in the same ratio as its percentage of contribution to the annual budget in the year in which the claim occurred.

Section 10. Governance. The Parties acknowledge and agree that all matters concerning Hanford Communities and TRIDEC's role in serving as the Operating Jurisdiction are separate and distinct from the jurisdiction of the TRIDEC Board of Directors. The TRIDEC Board of Directors shall have no authority or influence over Hanford Communities and vice versa.

Section 11. **Order of Precedence**. This Agreement will be construed and interpreted so as to harmonize with all terms and conditions of the 2017 - 2021 Interlocal Cooperation Agreement for the Hanford Communities, as amended. In the event of a conflict, the Hanford Communities Interlocal Agreement will control.

Section 12. Amendment. This Agreement may be amended only in a writing executed by duly authorized representatives of the Hanford Communities Governing Board and TRIDEC.

Section 13. Dispute Resolution. In the event of a dispute arising out of this Agreement, the Parties agree to first participate in mediation. In the event mediation is unsuccessful, the Parties agree to submit any dispute to binding arbitration pursuant to Chapter 7.04A RCW. In the event the Parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Benton County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Tri-City Development Council (TRIDEC)
Operating Jurisdiction

Karl Dye, Executive Director

Hanford Communities
Governing Board

Robert J. Thompson, Chair

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	08/30/2022
Subject:	FHN Financial Main Street Advisors, LLC, Services Agreement
Presenter:	
Prepared By:	Veronica Bivins
Reviewed By:	Kirsten Yniguez

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 Benton County Treasurer would like to renew the contract with FHN Financial Main Street, LLC for investment management and investing consulting services. At that time the Benton County Finance Committee had reviewed and approved the proposal received from FHN Financial Main Street Advisors, LLC and set forth recommendations for funding the selected proposal in the amount of $18,000 annually.

Fiscal Impact

$18,000 Annually – A Continuation of the current annual expense and in accordance with the recommendations set forth by the Benton County Finance Committee.

Recommendation

Approve Resolution

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 SERVICE AGREEMENT WITH FHN FINANCIAL MAIN STREET ADVISORS, LLC.

WHEREAS, Benton County's Investment Policy states, in section XIX, that the Treasurer may use an Investment Advisor to provide services that directly relate to the oversight of the investment program; and

WHEREAS, the Benton County Finance Committee has deemed that it is not reasonable to request three bids, being that the services provided are specialized services; and

WHEREAS, FHN Financial has already provided a detailed investment program review and Investment Advisor Services, and this new contract would be a continuation of those services; and

WHEREAS, the professional service agreement is to be for a 24-month period, starting on October 1st, 2022 and ending on September 30th, 2024; and

WHEREAS, the Benton County Finance Committee has reviewed and approved the Proposal received from FHN Financial Main Street Advisors, LLC, and has set forth recommendations for funding the selected proposal described in the attached memorandum ("Exhibit A") totaling $18,000 annual cost; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners agrees with the Advisory Committee's findings and approves the funding of the recommended projects described in "Exhibit A", totaling $18,000 annual cost inclusive of all sales tax applicable; and

BE IT FURTHER RESOLVED, by the Benton County Board of Commissioners, the Benton County Treasurer is authorized to have the County Auditor's Office make such payments and execute any agreements necessary for the disbursement of the above-mentioned funds.

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, Prosecuting Attorney

Prepared by: Veronica Bivins

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 FHN FINANCIAL MAIN STREET ADVISORS, LLC, with its principal offices at 10655 Park Run Drive, Suite 120, Las Vegas, NV 89144, (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 - "Proposed Scope of Services for Benton County Washington.

2. DURATION OF CONTRACT

The term of this Contract shall begin on October 1, 2022 and shall expire on September 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 perform the following services: A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Proposed Scope of Services for Benton County Washington", 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:	Rick Phillips
Address:	10655 Park Run Drive, Suite 120 Las Vegas, NV 89144
Phone:	702-575-6600
Email:	Rick.Phillips@fhnmainstreet.com

b. For COUNTY:

Name:	Kirsten Yniguez
Address:	620 Market Street Prosser, WA 99350
Phone:	509-735-8505 Ext. 2506
Email:	Kirsten.Yniguez@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid as follows: A detailed description of the compensation to be paid by the County is set forth in Exhibit A, "Proposed Scope of Services for Benton County Washington", 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

$18,000.00 annually, including W.S.S.T.

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

d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY on a quarterly basis during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be**

incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

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

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

e. **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.

f. **Other Insurance Provisions:**

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

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

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

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

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

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they

limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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

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

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published

edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

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

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

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

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

9. TERMINATION

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

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future

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

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

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

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

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

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

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal,

state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- 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 October 1, 2022.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 8/11/2022

FOR: FHN FINANCIAL MAIN STREET ADVISORS, LLC

_____
Signature

President
Title:

Rick Phillips
Print Name

"Exhibit A"

FHN Financial Main Street Advisors
Proposed Scope of Services for Benton County Washington
Period: October 1st, 2022 through September 30th, 2024

1. Make Specific recommendations for the investment of portfolios and be available on a daily basis to analyze bond offerings.
2. Provide a weekly Portfolio Update for both the "TIP" (Treasurer Investment Pool) Portfolio via email.
3. Provide updates of the economy and markets, and strategy via a conference call twice per month.
4. Provide quarterly investment report for the TIP portfolios.
5. Evaluate the Investment Policy annually.
6. Provide an investment program review onsite at the County annually.
7. Provide ongoing assistance with cashflow analysis.
8. Provide periodic credit strategies for possible commercial paper and corporate bond purchases.
9. Assist the County in analyzing and possibly implementing amortization and accretion of securities.
10. Provide periodic review of the internal controls and reporting practices to ensure they are adequate and meet best practice standards.

Annual Cost: $18,000 inclusive of sales tax, paid quarterly in arrears.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Benton – Franklin Workforce Development Council Board reappointments.
Presenter:	
Prepared By:	Cyndelle D. Wood
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-Franklin Workforce Development Council Board re-appointments to the Benton-Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Resolutions: the Benton-Franklin Workforce Development Council for the following board reappointments with the term being July 1, 2022, through June 30, 2025.

Amanda Jones - Business
Carlos Martinez - Business
David Phongsa - Business
Dennis Williamson - Labor
Jennie Weber - Government
Karl Dye - Government
Kate McAteer - Education
Richard Bogert - Business
Todd Samuel – Business

Suggested Motion

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: RE-APPOINTING AMANDA JONES TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, TO A TERM EXPIRING JUNE 30, 2025.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Benton-Franklin Workforce Development Council after appropriate nomination; and

WHEREAS Amanda Jones has expressed her interest and willingness to maintain her position on the Benton-Franklin Workforce Development Council; and

WHEREAS Amanda Jones has been nominated by the Tri-Cities Regional Chamber of Commerce to fill the Business position for Workforce representation; and

WHEREAS the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby appoints Amanda Jones to the Business position for Workforce representation on the Benton-Franklin Workforce Development Council, with a said term effective July 1, 2022, and expiring June 30th, 2025.

APPROVED this ___ day of_____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Member

Please send copies to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Benton – Franklin Workforce Development Council Board reappointments.
Presenter:	
Prepared By:	Cyndelle D. Wood
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-Franklin Workforce Development Council Board re-appointments to the Benton-Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Resolutions: the Benton-Franklin Workforce Development Council for the following board reappointments with the term being July 1, 2022, through June 30, 2025.

Amanda Jones - Business
Carlos Martinez - Business
David Phongsa - Business
Dennis Williamson - Labor
Jennie Weber - Government
Karl Dye - Government
Kate McAteer - Education
Richard Bogert - Business
Todd Samuel – Business

Suggested Motion

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: APPOINTING CARLOS MARTINEZ TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL FOR A TERM EXPIRING JUNE 30, 2025.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Benton – Franklin Workforce Development Council after appropriate nomination; and

WHEREAS Carlos Martinez has expressed his interest and willingness to maintain his position on the Benton – Franklin Workforce Development Council; and

WHEREAS Carlos Martinez has been nominated by the Tri-Cities Regional Chamber of Commerce to fill the Business position for Workforce representation; and

WHEREAS the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby appoints Carlos Martinez to the Business position for Workforce representation on the Benton – Franklin Workforce Development Council, with a term effective July 1, 2022, and expiring June 30, 2025.

APPROVED this___day of _____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Member

Please send copies to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Benton – Franklin Workforce Development Council Board reappointments.
Presenter:	
Prepared By:	Cyndelle D. Wood
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-Franklin Workforce Development Council Board re-appointments to the Benton-Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Resolutions: the Benton-Franklin Workforce Development Council for the following board reappointments with the term being July 1, 2022, through June 30, 2025.

Amanda Jones - Business
Carlos Martinez - Business
David Phongsa - Business
Dennis Williamson - Labor
Jennie Weber - Government
Karl Dye - Government
Kate McAteer - Education
Richard Bogert - Business
Todd Samuel – Business

Suggested Motion

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: RE-APPOINTING DAVID PHONGSA TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, TO A TERM EXPIRING JUNE 30, 2025.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Benton - Franklin Workforce Development Council after appropriate nomination; and

WHEREAS David Phongsa has expressed his interest and willingness to maintain his position on the Benton – Franklin Workforce Development Council; and

WHEREAS, David Phongsa has been nominated by the Tri-Cities Regional Chamber of Commerce to fill the Business position for Workforce representation; and

WHEREAS the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby appoints David Phongsa to the Business position for Workforce representation on the Benton – Franklin Workforce Development Council, with said term expiring June 30, 2025.

APPROVED this___ day of_____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Member

Please send copies to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Benton – Franklin Workforce Development Council Board reappointments.
Presenter:	
Prepared By:	Cyndelle D. Wood
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-Franklin Workforce Development Council Board re-appointments to the Benton-Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Resolutions: the Benton-Franklin Workforce Development Council for the following board reappointments with the term being July 1, 2022, through June 30, 2025.

Amanda Jones - Business
Carlos Martinez - Business
David Phongsa - Business
Dennis Williamson - Labor
Jennie Weber - Government
Karl Dye - Government
Kate McAteer - Education
Richard Bogert - Business
Todd Samuel – Business

Suggested Motion

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: RE-APPOINTING DENNIS WILLIAMSON TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, TO A TERM EXPIRING JUNE 30, 2025.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Benton – Franklin Workforce Development Council after appropriate nomination; and

WHEREAS Dennis Williamson has expressed her interest and willingness to maintain her position on the Benton – Franklin Workforce Development Council; and

WHEREAS Dennis Williamson has been nominated by NECA Electrical Training Trust to fill the Labor representation; and

WHEREAS the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby appoints Dennis Williamson to the Labor position for Government representation on the Benton – Franklin Workforce Development Council, with a said term effective July 1, 2022, and expiring June 30, 2025.

APPROVED this ___ day of_____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

Attest: _____
Chair Pro Tem

_____ _____
Clerk to the Board Member

Please send copies to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Benton – Franklin Workforce Development Council Board reappointments.
Presenter:	
Prepared By:	Cyndelle D. Wood
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-Franklin Workforce Development Council Board re-appointments to the Benton-Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Resolutions: the Benton-Franklin Workforce Development Council for the following board reappointments with the term being July 1, 2022, through June 30, 2025.

Amanda Jones - Business
Carlos Martinez - Business
David Phongsa - Business
Dennis Williamson - Labor
Jennie Weber - Government
Karl Dye - Government
Kate McAteer - Education
Richard Bogert - Business
Todd Samuel – Business

Suggested Motion

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: RE-APPOINTING JENNIE WEBER TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, TO A TERM EXPIRING JUNE 30, 2025.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Benton – Franklin Workforce Development Council after appropriate nomination; and

WHEREAS Jennie Weber has expressed her interest and willingness to maintain her position on the Benton - Franklin Workforce Development Council; and

WHEREAS Jennie Weber has been nominated by Employment Security Department to fill the Wagner-Peyser representation; and

WHEREAS the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby appoints Jennie Weber to the Wagner-Peyser position for Government representation on the Benton – Franklin Workforce Development Council, with a said term effective July 1, 2022, and expiring June 30, 2025.

APPROVED this ___ day of_____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Member

Please send copies to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Benton – Franklin Workforce Development Council Board reappointments.
Presenter:	
Prepared By:	Cyndelle D. Wood
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-Franklin Workforce Development Council Board re-appointments to the Benton-Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Resolutions: the Benton-Franklin Workforce Development Council for the following board reappointments with the term being July 1, 2022, through June 30, 2025.

Amanda Jones - Business
Carlos Martinez - Business
David Phongsa - Business
Dennis Williamson - Labor
Jennie Weber - Government
Karl Dye - Government
Kate McAteer - Education
Richard Bogert - Business
Todd Samuel – Business

Suggested Motion

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: RE-APPOINTING KARL DYE TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, TO A TERM EXPIRING JUNE 30, 2025.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Benton – Franklin Workforce Development Council after appropriate nomination; and

WHEREAS Karl Dye has expressed his interest and willingness to maintain his position on the Benton – Franklin Workforce Development Council; and

WHEREAS Karl Dye has been nominated by the Tri-Cities Regional Chamber of Commerce to fill the Economic Development position for Workforce representation; and

WHEREAS the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby appoints Karl Dye to the Economic Development position for Workforce representation on the Benton – Franklin Workforce Development Council, with a said term effective July 1, 2022, and expiring June 30, 2025.

APPROVED this_____day of_____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Member

Please send copies to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Benton – Franklin Workforce Development Council Board reappointments.
Presenter:	
Prepared By:	Cyndelle D. Wood
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-Franklin Workforce Development Council Board re-appointments to the Benton-Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Resolutions: the Benton-Franklin Workforce Development Council for the following board reappointments with the term being July 1, 2022, through June 30, 2025.

Amanda Jones - Business
Carlos Martinez - Business
David Phongsa - Business
Dennis Williamson - Labor
Jennie Weber - Government
Karl Dye - Government
Kate McAteer - Education
Richard Bogert - Business
Todd Samuel – Business

Suggested Motion

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: RE-APPOINTING KATE MCATEER TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, TO A TERM EXPIRING JUNE 30, 2025.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Benton – Franklin Workforce Development Council after appropriate nomination; and

WHEREAS Kate McAteer has expressed her interest and willingness to maintain her position on the Benton – Franklin Workforce Development Council; and

WHEREAS Kate McAteer has been nominated by Washington State University-Tri-Cities to fill the Secondary Education position for Workforce representation; and

WHEREAS the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby appoints Kate McAteer to the Secondary Education position for Workforce representation on the Benton – Franklin Workforce Development Council, with a said term effective July 1, 2022, and expiring June 30, 2025.

APPROVED this_____day of_____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

Attest: _____
Chair Pro Tem

_____ _____
Clerk to the Board Member

Please send copies to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Benton – Franklin Workforce Development Council Board reappointments.
Presenter:	
Prepared By:	Cyndelle D. Wood
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-Franklin Workforce Development Council Board re-appointments to the Benton-Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Resolutions: the Benton-Franklin Workforce Development Council for the following board reappointments with the term being July 1, 2022, through June 30, 2025.

Amanda Jones - Business
Carlos Martinez - Business
David Phongsa - Business
Dennis Williamson - Labor
Jennie Weber - Government
Karl Dye - Government
Kate McAteer - Education
Richard Bogert - Business
Todd Samuel – Business

Suggested Motion

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: RE-APPOINTING RICHARD BOGERT TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, TO A TERM EXPIRING JUNE 30, 2025.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Benton – Franklin Workforce Development Council after appropriate nomination; and

WHEREAS Richard Bogert has expressed his interest and willingness to maintain his position on the Benton – Franklin Workforce Development Council; and

WHEREAS Richard Bogert has been nominated by Tri-Cities Regional Chamber of Commerce to fill the Private Business representation; and

WHEREAS the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby appoints Richard Bogert to the Business position for Private Business representation on the Benton – Franklin Workforce Development Council, with a said term effective July 1, 2022, and expiring June 30, 2025.

APPROVED this _____ day of_____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Member

Please send copies to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Benton – Franklin Workforce Development Council Board reappointments.
Presenter:	
Prepared By:	Cyndelle D. Wood
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-Franklin Workforce Development Council Board re-appointments to the Benton-Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Resolutions: the Benton-Franklin Workforce Development Council for the following board reappointments with the term being July 1, 2022, through June 30, 2025.

Amanda Jones - Business
Carlos Martinez - Business
David Phongsa - Business
Dennis Williamson - Labor
Jennie Weber - Government
Karl Dye - Government
Kate McAteer - Education
Richard Bogert - Business
Todd Samuel – Business

Suggested Motion

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: RE-APPOINTING TODD SAMUEL TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, TO A TERM EXPIRING JUNE 30, 2025.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Benton – Franklin Workforce Development Council after appropriate nomination; and

WHEREAS Todd Samuel has expressed his interest and willingness to maintain his position on the Workforce Development Council; and

WHEREAS Todd Samuel has been nominated by the Tri-City Regional Chamber of Commerce to fill the Business representation; and

WHEREAS the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby appoints Todd Samuel to the Business position for Business representation on the Benton – Franklin Workforce Development Council, with a said term effective July 1, 2022, and expiring June 30, 2025.

APPROVED this _____ day of_____.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chair

_____
Chair Pro Tem

Attest:

_____
Clerk to the Board

_____
Member

Please send copies to BF-WDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336

Author: Cyndelle D. Wood

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Recognizing September as Childhood Cancer Awareness Month
Presenter:	Commissioners
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Jerrod MacPherson, County Administrator

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

While childhood cancer is rare, it is the leading cause of disease-related death past infancy in children and adolescents. Every September, advocacy organizations, healthcare institutions, patients, and families raise awareness for childhood cancer. The idea of National Childhood Cancer Awareness Month was first introduced in 1990 in a presidential proclamation by then-President George H.W. Bush. On September 26th, 2019, September was officially recognized as National Childhood Cancer Awareness Month by the National Cancer Institute.

This Resolution recognizes September as Childhood Cancer Awareness Month in Benton County.

Fiscal Impact

N/A

Recommendation

Approve the Resolution as presented.

Suggested Motion

"I move to approve the Resolution and hereby proclaim the month of September in the County of Benton as Childhood Cancer Awareness Month."

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RECOGNIZING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH

WHEREAS, every September, advocacy organizations, healthcare institutions, patients, and families raise awareness for childhood cancer; and

WHEREAS, the idea of National Childhood Cancer Awareness Month was first introduced in 1990 in a presidential proclamation by then-President George H.W. Bush; and

WHEREAS, as published by the National Cancer Institute on September 26th, 2019, September was officially recognized as National Childhood Cancer Awareness Month; and

WHEREAS, childhood cancer is the leading cause of death from disease and the second overall leading cause of death for children in the United States, with more than 15,000 children in the United States between the ages of birth and 19 years of age, and more than 300,000 children globally, diagnosed with cancer each year; and

WHEREAS, the 5-year survival rate for children with cancer has increased from 58 percent in the mid-1970s to 85 percent in 2022, representing significant improvement from previous decades; and

WHEREAS, cancer occurs regularly and randomly and spares no racial or ethnic group, socioeconomic class, or geographic region; and

NOW THEREFORE, we, the Board of Benton County Commissioners, request the community observe and do hereby proclaim the month of September in the County of Benton as

Childhood Cancer Awareness Month

Dated this 30th day of August, 2022.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 30, 2022
Subject:	Historic Preservation Grant Discussion
Presenter:	Shyanne Palmus, Communications Coordinator
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development 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

Each year since 2009, the County has opened a Historic Preservation Grant program for local agencies to submit proposals for funding. This program is funded through revenues received via RCW 36.22.170, which states that one dollar ($1) of the recording fee is placed in the Benton County Historical Preservation Fund, to be used at the County Commissioners' discretion, for promotion of historical preservation and/or programs in the County.

Staff is proposing to open the 2023 Historic Preservation Grant Request for Proposals (RFP) from September 6 through October 7, 2022. The available yearly allocation for the Historic Preservation Grant has typically been $50,000 (for a total biennial allocation of $100,000) – however, there is a current budget balance of $150,012.82.

Please note, any approved grants for this cycle would be funded out of the 2023-2024 budget.

Fiscal Impact

N/A

Recommendation

Staff recommends the Board give consensus to move forward as presented with the 2023 Historic Preservation Grant process, including opening a Request for Proposals.

Suggested Motion

N/A

2023 REQUEST FOR PROPOSALS

BENTON COUNTY, WASHINGTON
HISTORIC
PRESERVATION GRANT

RFP OPEN: **SEPTEMBER 6, 2022**
RFP DUE: **OCTOBER 7, 2022 BY 5 PM**

CONTACT: Shyanne Palmus, Communications Coordinator
Historic.Preservation@co.benton.wa.us
509-222-3760

Benton County, Washington
620 Market Street
Prosser, WA 99350
www.co.benton.wa.us

Shyanne Palmus
Historic.Preservation@co.benton.wa.us
(509) 222-3760

Historic Preservation Grants Program Application

Benton County has established the Historic Preservation Grants (HPG) Program to promote historic preservation or historic programs within the borders of Benton County to increase knowledge and service to residents, and better preserve, exhibit, and interpret historic items. The 2023 grant cycle has allocated a total of $50,000 to be available to Historic Preservation Grant applicants.

Please allow yourself ample time to complete your application. The application is in a fillable PDF format and must be saved to your computer prior to filling in the document and can then be edited as needed before submission. Please ensure that all fields are completed on the application prior to submission.

Email your completed application to historic.preservation@co.benton.wa.us as a PDF document. **Applications must be submitted by 5:00 PM, Friday, October 7, 2022.** If you have any questions, please contact Shyanne Palmus at 509-222-3760 or via email (see above).

-- Section I ----

Organization: _____ UBI#: _____

Project/Program Title: _____

Address: _____

City: _____ State: _____ Zip:_____ Phone:_____

Contact Person:_____ Email:_____

Amount Requested Current Year: $_____ Total Project Cost: $ _____

Project/Program Start Date: _____ End Date: _____

Project/Program Budget:

Expense Category / Description	Applicant Contribution	HPG Contribution	Total
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
			$ 0.00
Total	$ 0.00	$ 0.00	$ 0.00

---- Section II ----

Non-Profit 501(c)(3) – Please email a copy of your most current IRS Form 990, along with this completed application, to: historic.preservation@co.benton.wa.us

Government – Provide date of last State Auditor's Audit report: _____

---- Section III ----

Overview of Proposed Project/Program:

Are you leveraging funding and support from other sources?

How does your project/program promote the preservation of historic documents, programs, or materials?

How does your project/program aim to increase understanding of and exposure to Benton County history?

How does your project improve access to historic documents, programs, or educational opportunities?

Please list the measurable performance outcomes of the project/program.