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

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

To view items in detail, click highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agenda/commissioners

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, November 1, 2022, 9:00 a.m.
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- ❖ **October 25, 2022**

Review Agenda

Consent Agenda

Clerk
a. Agreement w/Michelle Dolven for Family Law Courthouse Facilitator Services

Commissioners
b. Declaration of Surplus Property

Information Technology
c. Extended Warranty Maintenance & Support Agreement w/Justice AV Solutions, In. for the Courts

Juvenile
d. Contract w/Karyn Oldfield for Attorney Representation of Persons in All Becca Dockets
e. Contract Amendment No. 1 w/JRT Mechanical Inc. for Cooling Water Tower
f. Contract Amendment No. 1 w/Calvert Technical Services for Security System Maintenance & Repair
g. Termination of Lease Agreement w/Pacific Office Automation
h. Contract w/Brandon Landon for Attorney Representation of Persons In All Becca Dockets

Public Safety Sales Tax

i. Contract w/Benton-Franklin Health District for Nurse Family Partnership Program

Public Works

j. Interlocal Agreement w/City of Prosser for Roadway Maintenance

Purchasing

k. Purchase Agreement w/Crown Paper & Janitorial Supply for Paper & Glove Supplies

l. Purchase Agreement w/Crown Paper & Janitorial Supply for Jail Chemicals & Supplies

m. Purchase Agreement w/911 Supply Inc for Employee Uniforms & Other Items for Corrections

n. Purchase Agreement w/Deere & Co. for John Deere Mower for Facilities Dept.

Risk Management

o. Approval to Sign Self-Insurer's Pension Bond Re: L&I Claim

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

Public Hearing

Short Plat Vacation – SPV 2022-003 ~ M Cooke

Short Plat Vacation – SPV 2022-002 ~ M Cooke

Scheduled Business

Line Item Transfer, Fund No. 1150, Dept. for Juvenile Probation Asst. Manager – D Wheeler, Judge Stam & C Nave

2023-2024 Budget Discussion ~ L Ivey, J MacPherson & M Rasmussen

Other Business

Executive Session

Review Performance of a Public Employee ~ Chief Guerrero

Review Performance of a Public Employee ~ Commissioner

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, October 25, 2022, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Carlee Nave HR Manager; Tiffany Deaton, Superior Court Administrator; Adam Fyall, Sustainable Development Manager; Clerk Josie Delvin; DPA Ryan Brown; Adam Morasch, Risk Manager; Treasurer Ken Spencer; Matt Mahoney, Public Works Manager; Cristina Woods, Public Works; DPA Stephen Hallstrom; Auditor Brenda Chilton.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of October 18, 2022 were approved.

Agenda Review

The following items were added to the agenda:

- Executive Session – Review Qualifications of Applicant for Public Employment
- Executive Session – Pending Litigation

Consent Agenda

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

Human Resources

a. Correcting Amendment II to Agreement w/Local 874HC, Representing Courthouse Employees

Information Technology

b. Purchase of Upgraded Subscription for VMware Virtualization Software from CompuNet, Inc.

Juvenile

c. Contract w/Rick Schuknecht for Polygraph Examinations
d. Contract w/Apollo Mechanical Contractors for HVAC-R Services
e. Contract w/Apollo Mechanical Contractors for Kitchen Maintenance Services
f. Contract w/SARC to Advocate for Assessments of Youth in Detention

Public Safety Sales Tax

g. Contract w/Boys & Girls Clubs of Benton and Franklin Counties for Kennewick Clubhouse
h. Contract w/ Safe Harbor Crisis Nursery for My Friends Place

Purchasing

i. Contract w/PPC Solutions, Inc. for Security Patrols @ Former Kennewick General Hospital Site
j. Rejecting Bids for the Parking Lot Fencing Project @ the Prosser Courthouse
k. Accepting Work Performed by Frontier Fence, Inc. for the Replacement of Jail's Security Gate

Superior Court

l. Contract w/Valley Alcohol Council for Drug Screening Collection
m. National Adoption Day Proclamation

Public Comment

John Miranda, Prosser, again discussed his concern regarding a property issue with his neighbor regarding wrecked vehicles, livestock, and people living in RV's. He said he was going to file another complaint and that nothing had been done to rectify the violations. He said he spoke to Dale Wilson and was told he was going to check into it and suggested he file another complaint. Chairman Small said he would review the matter and have a supervisor talk to Mr. Wilson and Mr. Miranda would receive a phone. The Board agreed.

Jim Adkins, Kennewick, discussed a few concerns regarding the agenda on the website and again asked the Board if it had a time and date set for the public hearing on the master plan at the Fairgrounds. It was stated there was not a public hearing set yet.

Jan (?), Idaho, asked the Board if it had heard of "Operation Green Light", a national program recognizing Veterans and supported by NACO. The Board said it would review that program.

Public Hearing - Pacific Power Franchise Agreement Renewal

Cristina Woods, Public Works, presented the franchise renewal for Pacific Power for an electrical distribution and transmission system and facilities in County Roads right of ways.

Public Testimony

Jim Adkins asked if they had a list of roads they were granting to the franchise. Ms. Woods and Mr. Mahoney said they were allowed to use whatever roads they needed that existed for the county's purposes.

As there was no one else present to testify, public testimony was closed.

MOTION: Commissioner Delvin moved to approve the Franchise Order and Agreement with Pacific Power as presented. Commissioner McKay seconded and upon vote, the motion carried.

Interagency Agreement w/WA State Administrative Office of the Courts

Tiffany Runge presented the Amendment to the Interagency Agreement with the WA State AOC Contract that expired on June 30, 2022. She said the State was asking for the amendment so they could officially give themselves back the funds that were unused. She said that Mr. Brown did not agree to sign the form since the contract had already expired. She said they had a new contract they were working through and would continue to give them all the reimbursable expenditures.

Mr. Brown said the contract expired and the contract in its terms allowed them to take their unexpended funds. He said that legally it had no effect, and was not going to hurt Benton County, but there was no legal reason to approve it. However, if it helped get new funding, it would not hurt to sign the agreement.

MOTION: Commissioner Delvin moved to approve the Resolution approving the Interagency Reimbursement Revised Amendment 1 Agreement with the WA State AOC as presented. Commissioner McKay seconded and upon vote, the motion carried.

Amendment to Purchase and Sales Agreement w/RCCH Trios for Kennewick General Hospital Property

DPA Ryan Brown & Matt Rasmussen presented the 2nd Amendment to Agreement with RCCH Trios to extend the closing date for one week and continue to work on getting a binding site plan agreement completed.

MOTION: Commissioner Delvin moved to approve the Second Amendment to the Purchase and Sale Agreement and Related Documents Pertaining to the Purchase of the Old KGH and Former Auburn Campus Between RCCH Trios Health LLC and Benton County as presented. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

Health District

Commissioner Delvin discussed the idea of having the Health District move into the new Trios/Spaulding Building, which would free up that building for the Sheriff. However, they would still need to find a location for Human Services, but it would save the County a lot of money. He said he had talked to the District Administrator Jason Zaccaria about his concerns, particularly about configuration. Mr. Zaccaria also expressed concern about WIC funding and that location might affect the funding.

Commissioner Delvin said he would be willing to put money into that building to make it configured correctly if the Board was willing to review that issue. The Board agreed to review it.

Ryan Brown said he reached out to Lifepoint and asked if they were willing to amend the agreement to allow the Health District to continue its historical practices, but it indicated it was only with its staff. They had concerns about contracting out some services and were still working on finding the appropriate language that Lifepoint might be agreeable to.

Mr. Rasmussen said they needed to review whether they could house everything there on that location and believed they could make progress, but not sure if they would be able to do everything they wanted. If they were talking about urgent care, he did not know if the Board of Health would agree with that type of service.

Commissioner Delvin said he wanted to bring it up at the next Health Board meeting to see where Franklin County was on that issue. Mr. Rasmussen reassured everyone there was still plenty of room on the property to complete what they were doing, plus move in the Health District.

Mr. Brown asked the Board about holding a special board meeting this week to approve another amendment to allow the Health District to move into the building. The Board agreed.

Budget Workshops

Jerrod MacPherson reminded the Board about the budget workshops scheduled for October 26 and October 27 at the Admin Building with the Elected Officials.

Executive Session - Potential Litigation

The Board went into executive session at 9:45 a.m. for up to 20 minutes with Brenda Chilton and DPA Stephen Hallstrom to discuss potential litigaton. Also present were Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, and Carlee Nave.

The Board came out at 10:05 a.m. No decisions were made in executive session, but direction was given.

Executive Session - County's Position in Labor Negotiations

The Board went into executive session at 10:07 a.m. for up to 20 minutes with DPA Stephen Hallstrom to discuss the County's position in labor negotiations. Also present were Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, and Carlee Nave.

The Board came out at 10:22 a.m. No decisions were made in executive session, but direction was given.

Executive Session – Pending Litigation

The Board went into executive session at 10:22 a.m. for up to 10 minutes with Adm Morasch and DPA Ryan Lukson via/WebEx to discuss pending litigation. Also present were Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, and Carlee Nave.

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

MOTION: Commissioner Delvin moved to approve resolution authorizing the direct payment by Middlesex Insurance Company to Benton County and approving release of all claims. Commissioner McKay seconded and upon vote, the motion carried.

Executive Session – Review Qualifications of Applicant for Public Employment

The Board went into executive session at 10:29 a.m. for up to five minutes with Jerrod MacPherson to review the qualifications of an applicant for public employment. Also present were Matt Rasmussen, Cami McKenzie, and Carlee Nave.

The Board came out at 10:34 a.m. No decisions were made in executive session.

MOTION: Commissioner McKay moved to approve the salary request form for Heather Flowers amending the start date. Commissioner Delvin seconded and upon vote, the motion carried.

Tort Claims

CC 2022-35 – Miguel Antonio Lopez – received 10/18/2022
CC 2022-36A – Hunter Gregerson – received 10/21/2022
CC 2022-36B – Christin Gregerson – received 10/21/2022

Accounts Payable

Check Date: 10/21/2022

Warrants #: 238721-238983
Total all funds: $1,372,404.27

Wire Transfers #: 194-197, 204-211, 217-220
EFT #: 121-125
Total all funds: $36,462.35

Resolutions

2022-765: Correcting Amendment II to Agreement w/Local 874HC, Representing Courthouse Employees
2022-766: Purchase of Upgraded Subscription for VMware Virtualization Software from CompuNet, Inc.
2022-767: Contract w/Rick Schuknecht for Polygraph Examinations
2022-768: Contract w/Apollo Mechanical Contractors for HVAC-R Services
2022-769: Contract w/Apollo Mechanical Contractors for Kitchen Maintenance Services
2022-770: Contract w/SARC to Advocate for Assessments of Youth in Detention
2022-771: Contract w/Boys & Girls Clubs of Benton and Franklin Counties for Kennewick Clubhouse
2022-772: Contract w/ Safe Harbor Crisis Nursery for My Friends Place
2022-773: Contract w/PPC Solutions, Inc. for Security Patrols @ Former Kennewick General Hospital Site
2022-774: Rejecting Bids for the Parking Lot Fencing Project @ the Prosser Courthouse
2022-775: Accepting Work Performed by Frontier Fence, Inc. for the Replacement of Jail's Security Gate
2022-776: Contract w/Valley Alcohol Council for Drug Screening Collection
2022-777: National Adoption Day Proclamation
2022-778: Granting A Franchise To Pacific Power To Place Electrical Distribution And Transmission Systems And Facilities In County Road Rights Of Way
2022-779: Interagency Reimbursement Revised Amendment 1 Agreement IAA22043 Between Benton County And Washington State Administrative Office Of The Courts
2022-780: 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
2022-781: Authorizing The Direct Payment By Middlesex Insurance Company To Benton County As Well As Releasing Middlesex Insurance Company And Cheryl Gunter From All Claims For Property Damage To Benton County Sheriff's Patrol Vehicle

There being no further business before the Board, the meeting adjourned at approximately 10:35 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11-1-22
Subject:	Family Law Courthouse Facilitator contract
Presenter:	
Prepared By:	Josie Delvin
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

This is a renewal of the family law courthouse facilitator contract.

Fiscal Impact

No fiscal impact, this is a self-funded contract

Recommendation

Pass resolution and sign contract

Suggested Motion

Approved as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PERSONAL SERVICES AGREEMENT WITH MICHELLE DOLVEN FOR FAMILY LAW COURTHOUSE FACILITATOR SERVICES

BE IT RESOLVED, by the Board of Benton County Commissioners that this Personal Services Agreement between Michelle Dolven and the Benton County Superior Court Clerk and signed by the Chairman of the Benton County Board, is effective from January 1, 2023, through December 31, 2024, for Family Law Courthouse Facilitator, as attached.

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: Clerk (orig), Auditor

PERSONAL SERVICES AGREEMENT
PROVIDING FOR A FAMILY LAW COURTHOUSE FACILITATOR SERVICE FOR
BENTON COUNTY SUPERIOR COURT and BENTON COUNTY CLERK

THIS PERSONAL SERVICE AGREEMENT is between BENTON COUNTY, a political subdivision of the State of Washington, and MICHELLE DOLVEN (hereinafter referred to as "Contractor")

1. ***Purpose***:

Benton County Superior Court needs the services of Contractor to provide basic services to the Benton County Superior Court for pro se litigants regarding domestic matters pursuant to the Revised Code of Washington (RCW) Chapter 26.12.240, and Washington Rules of Court, General Rule (GR) 27.

2. ***Term of Agreement***:

This agreement is effective January 1, 2023 through December 31, 2024.

3. ***Scope of Services***:

The Contractor shall provide the services specified in Attachment A, Statement of Work. Contractor shall perform such services at the Benton County Justice Center from 9:00 a.m. until 3:30 p.m. on the day of the week on which Benton County Superior Court schedules its domestic docket at the Justice Center (currently on Tuesdays). For each such domestic docket day, Contractor shall bill for the actual time spent each day providing services under this agreement or FOUR HUNDRED EIGHTY-SEVEN DOLLARS AND 50/100 ($487.50), whichever is less. Contractor shall not bill for or provide any services at any other time or on any other day other than a domestic docket day as set forth above, unless this agreement is amended in writing.

Contractor shall use reasonable efforts to obtain a written and signed disclaimer of attorney-client relationship, attorney-client confidentiality and representation from each person utilizing the services of Contractor under this agreement. The disclaimer shall be in the format developed and approved by the Administrative Office of the Courts.

4. ***Compensation***:

Benton County shall compensate the Contractor at an hourly rate of $75.00 per hour billed, subject to the maximum amount set forth above. Based on the maximum number of hours allowed under paragraph 3 above, total monthly compensation shall be no more than ONE THOUSAND NINE HUNDRED FIFTY DOLLARS ($1,950.00) in any month that contains four (4) domestic dockets and TWO THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS AND 50/100 ($2,437.50) in any month that contains five (5) domestic dockets at the Justice Center. The Contractor shall submit a monthly invoice for services rendered to the Benton County Clerk. Payment shall be made within three (3) weeks of receipt of a valid invoice.

5. ***Expenses***:

Contractor shall not charge the County for expenses incurred in providing the required services. All expenses incurred by the Contractor pursuant to this agreement shall be the sole responsibility of the Contractor, unless agreed to otherwise in writing by the parties hereto.

6. ***Compliance with Laws***:

The Contractor shall, in performing the services under this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be performed and the Contractor's status as an independent contractor.

7. ***Hold Harmless and Indemnification***:

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

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly

employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts. **It is clearly understood and agreed by the parties hereto that the Contractor expressly waives any immunity the Contractor might have under such laws. By executing this agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.**

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

8. ***Insurance***:

Professional Legal Liability: The Contractor shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of no less than TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) per occurrence.

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 the agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the agreement or within the scope of the Contractor's services as defined by this agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of this agreement.

Workers Compensation: Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of the Contract. 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes 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 of 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 indemnify agreement may be deducted from any payments owed by County to Contractor for performance of this agreement.

Other Insurance Provisions: The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

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.

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.

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

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. If the Contractor's liability coverage is written as a claim's made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this agreement. In such case, by February 1, 2023, the Contractor must provide written evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period ending December 31, 2027.

Verification of Coverage and Acceptability of Insurers: The Contractor shall place insurance with insurers licensed to do business in the State of Washington and

having A.M. Best Company ratings of no less that "A:7" with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

Within ten (10) days after the effective date of the Agreement, the Contractor shall furnish the County with properly executed and unaltered accord form certificates of insurance and a signed policy endorsement which shall clearly evidence all insurance required in this section. The certificate will, at a minimum, list limits of liability and coverage. Contractor shall not cancel or allow to expire, except on forty-five (45) days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the county as an additional insured of cancellation or changes shall be altered so as not to negate the intent of this provision.

Certificates of Insurance shall show the Certificate Holder as Benton County and include "c/o" the Benton County Clerk. The address of the Certificate Holder shall be shown as the current address of the Benton County Clerk.

The County, its officers, officials, employees and agents shall be named as additional insureds with respect to the performance of services on all required insurance policies.

All written notices under this section and notice of cancellation or change of required insurance coverages shall be mailed to the County at the following address:

Risk Manager
Benton County Personnel Office
7122 W. Okanogan Place, Suite E330
Kennewick, WA 99336

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

10. ***Independent Contractor***:

The Contractor agrees that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create an employer and employee relationship between the parties. The Contractor shall not be entitled to any benefits accorded Benton County employees by performing the services required by this agreement. Benton County shall

not be responsible for withholding or otherwise deducting federal income tax or social security taxes, for contributing to the state industrial insurance program, or otherwise assuming the tax withholding duties of an employer with respect to the Contractor.

Notwithstanding, the Contractor will be allowed to use the title "Benton County Court Facilitator" on business cards and letterhead followed by the term "Michelle Dolven, Contractor".

11. ***Termination***:

Contractor or Benton County may terminate this agreement with or without cause by giving written notice of termination to the other party. Such termination shall be effective ten (10) working days from the date of delivery of the notice to terminate.

12. ***Assignment***:

The Contractor shall not assign or subcontract for the performance of any of the services covered by this agreement.

13. ***Non-Waiver***:

Waiver by Benton County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

14. ***Integrated Agreement***:

This agreement, together with specified attachment, represents the entire integrated agreement between Benton County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both the Chair of the Benton County Board of Commissioners, the Benton County Clerk and the Contractor.

15. ***Jurisdiction and Venue***:

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

16. ***Severability***:

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

17. ***Non-Discrimination Policy***:

The Contractor agrees to adhere to the non-discrimination policy of Benton County and to execute in writing an assurance of compliance with that policy.

IN WITNESS WHEREOF, the parties have executed this agreement effective the last date set forth below.

CONTRACTOR:

Michelle Dolven
Dated: 10/11/22

BENTON COUNTY SUPERIOR COURT

Tiffany Runge, Court Administrator
Dated: 10/12/2022

BENTON COUNTY CLERK

Josie Delvin, Clerk
Dated: 10-18-22

BOARD OF BENTON COUNTY COMMISSIONERS

Chairman

Approved as to form:

Deputy Prosecuting Attorney
Dated: 10/12/22

Constituting the Board of County Commissioners

Attest:
Clerk of the Board

ATTACHMENT "A" – STATEMENT OF WORK
PROFESSIONAL SERVICES CONTRACT

SERVICES PROVIDED BY CONTRACTOR

Pursuant to paragraph 3 of the Contract, the Contractor, as a Family Law Court Facilitator, shall provide upon request the services authorized by GR 27 on behalf of pro se litigants in family law cases in Benton County Superior Court, which includes the following:

a) Referral to legal and social services resources, including lawyer referral and alternate dispute referral programs and resources for obtaining family law forms and instructions;
b) Information on basic court procedures and logistics including requirements for service, filing, scheduling hearings, and complying with local procedures;
c) Explanation of legal terms;
d) Assistance in selection as well as distribution of forms and standardized instructions that have been approved by the court, clerk's office or the Administrative Office of the Courts;
e) Assistance in calculating child support using standardized computer based programs based on financial information provided by the pro se litigants;
f) Review of completed forms to determine whether forms have been completely filled out ***but not as to substantive content with respect to the parties' legal rights and obligations***.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022
Subject:	Declaration of Surplus Property
Presenter:	N/A
Prepared By:	Shyanne Palmus, Communications Coordinator
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

As outlined in Resolution 07-752, County departments may request personal property items be declared surplus and accordingly disposed of. A list of items for the current surplus is provided as an attachment.

Fiscal Impact

None.

Recommendation

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

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of in one of the following manners, as may be determined by the Personal Property Manager depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, donation to the poor and infirm, or recycled.

Dated this 1st day of November, 2022.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

S. Palmus

Attachment A: Surplus

Building Department:

- Office Chair (Broken)

S. Palmus

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022
Subject:	Approving a JAVS Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement from Justice AV Solutions, Inc. for Superior Court, District Court, and Juvenile Court Courtroom Recording Systems
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Alex

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

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

Summary / Background Information

On October 19, 2021, per Resolution 2021-751, the Board approved Justice AV Solutions, Inc. one-year JAVS Digital Recording System Maintenance and Support Plan renewal. Justice AV Solutions, Inc. has issued a new recording system maintenance and support plan to support Superior Court, District Court, and Juvenile Justice courtroom recording technology. Information Technology is recommending renewing JAVS maintenance and support to make sure that courtroom recording technology has access to professional support experts in addition to system firmware and operating system upgrades.

Fiscal Impact

Amount: **$9,707 excluding WSST.**

Fund: **Information Technology approved 2021-2022 funds**

Recommendation

Information Technology recommends that the Board approve the maintenance and support renewal of JAVS Digital Recording System for Superior Court, District Court, and Juvenile Justice courtrooms.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A JAVS CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT FROM JUSTICE AV SOLUTIONS, INC. FOR SUPERIOR COURT, DISTRICT COURT, AND JUVENILE COURT COURTROOM RECORDING SYSTEMS

WHEREAS, on October 19, 2021, per Resolution 2021-751, the Board of County Commissioners approved a one-year JAVS Digital Recording System Maintenance and Support Plan renewal from Justice AV Solutions, Inc.; and

WHEREAS, Justice AV Solutions, Inc. (JAVS) maintenance and support are critical in preserving court records for Superior Court, District Court, and Juvenile Justice Courts; and

WHEREAS, maintenance and support provides access to JAVS, Inc. experts to provide preventative maintenance, on-site support and hardware warranty to maximize reliability of JAVS Digital Recording System; and

WHEREAS, Information Technology recommends approving JAVS support and maintenance to make sure that courtroom recording equipment has access to the latest firmware and operating systems updates; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology and approves a one-year JAVS Digital Recording System Maintenance and Support Plan renewal from Justice AV Solutions, Inc. in an amount not to exceed $9,707 excluding WSST; and

BE IT FURTHER RESOLVED, JAVS Digital Recording System support will begin August 1, 2022 and will expire July 31, 2023; and

BE IT FURTHER RESOLVED, the Chairman of the Board is hereby authorized to sign the attached quote.

Dated this 1 day of November , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by R. Heard

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Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and **Benton County** "Customer" located in **Kennewick, WA** for the period of **August 1, 2022,** extending through **July 31, 2023.**

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;"

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

A. DEFINITIONS

- *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- *Support*-Remote phone and online troubleshooting and diagnostics.
- *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides online PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

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of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer's location.

2. Response Times. In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to the Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by the Customer and JAVS. For clarification, the priority levels are described in Attachment B.

3. Extended Warranty. **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation**.
JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

   Non-warranted equipment:

   JAVS provided and installed equipment older than 5 years old, based on the date of installation.

   JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of a new recorder at client expense.
   For replacement items purchased from JAVS, JAVS will provide labor at no charge.

   Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit has optional coverage directly through Polycom and is separate from this agreement.
   After the expiration of the initial warranty, separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@javs.com to request a quote.

4. On-site Warranty Support. JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed in Attachment A.

5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes

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updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a customer-appointed representative to occur during regular business hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors, and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. *
2. Normal wear and tear items such as backup UPS batteries and projector lamps. *
3. Consumable items such as batteries, CDs, DVDs, printer paper, and print cartridges. *
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. *
5. Upgrades of Systems that would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. *
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. *
8. Customer-provided or non-JAVS certified equipment, hardware, and software. *
9. Moving of equipment. *
10. Customer requested on-site advanced training. *
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) *
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. *
14. Shipping delays for repair, loaner, or replacement parts and equipment.

*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

FEES/PAYMENTS for exclusions

A fee of $150.00 per hour (1-hour minimum) plus *Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

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D. TERMS

1. Effective Date. The Agreement begins **August 1, 2022** and will continue for a period of **1 year** thereafter.
2. Fees; Payments. In consideration of JAVS provision of the Services, the Customer pays a fixed fee of **$9,707.00 "**Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

BREAKDOWN OF MAINTENANCE FEE
Contract Period: August 1, 2022 - July 31, 2023
MAC-00513

	Courtroom Number/Location	SID #	System Description	Maintenance Fee
1	Main Courtroom	SID-89530	JAVS TX Recording System	$ 1,586.00
2	Benton County Superior 1	SID-89760	Recorder 8, BookShelf, AutoLog8, Server ,8 & Bookshelf 8 ***Prorated***	$ 1,872.00
3	Benton County Superior 2	SID-89761	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 410.00
4	Benton County Superior 4	SID-89763	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 410.00
5	Benton County Superior 5	SID-89764	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 410.00
6	Benton County Superior 6	SID-89765	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 410.00
7	Benton County District 1	SID-89766	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 410.00
8	Benton County District 2	SID-89767	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 410.00
9	Benton County District 3	SID-89768	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 410.00
10	Benton County District 4	SID-89769	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 410.00
11	Benton County District 5	SID-89770	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 368.00
12	Benton County District 6	SID-89771	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 368.00
13	Benton County Superior 3	SID-89762	Recorder 8, AutoLog 8, & Publisher 8 ***Prorated***	$ 410.00
14	Benton Co Sheriff's Office	SID-89638	iRecord Digital Video/Audio Recording System	$ 1,823.00
			Total	**$ 9,707.00**

Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

3. Billing of Excluded Services. A fee of $150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.

4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that the agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to the Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

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WHETHER BY CHOICE OR NEGLECT JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

G. DISPUTE RESOLUTION

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at http://www.arb-forum.com/, or via telephone at 800-474-2371).

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ACCEPTED BY CUSTOMER
Benton County, WA

Signature	
Name	Shon Small
Title	Chairman, Board of Benton County Commissioners
Date	November 1, 2022
Phone #	509-786-5603
Email	central.services@co.benton.wa.us

ACCEPTED BY JAVS
Justice AV Solutions

Signature	
Name	Megan Molnar
Title	Contract Administrator
Date	April 21, 2022
Phone #	502.489.5118
Email	Megan.molnar@javs.com

Approved as to Form

DocuSigned by: Eric Andrews B4F7673BB8A1486... 10/21/2022

Eric Andrews, Deputy Prosecuting Attorney, Civil Division

Customer contact for scheduling of maintenance/repair

Name	Robert Heard
Title	IT Manager
Phone	509-786-5603
Email	robert.heard@co.benton.wa.us

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CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Benton-Franklin Counties Juvenile Justice Center
Benton County Courts
Kennewick and Prosser, WA

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
				JAVS CENTRO TX RECORDING SYSTEM				
8889727	SID-89530	1	JAV-CENTRO-TX	JAVS Centro TX Ethernet Controlled Audio/Video Processor - Base Unit with Centro TX software	7/31/2020	Yes	Yes	7/31/2025
				DIGITAL RECORDER & SOFTWARE				
8889727	SID-89530	1	JAV-REC8-AO-M	JAVS Recorder 8 with multichannel audio capture card via MARC (no video capture)	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-SRMK	Single Rack Mount Kit	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-SW-AL7S	AutoLog 7 Session Logging and Control Software	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-SW-V15P	Viewer 2015 Pro	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-SW-P7S	Publisher 7 Session Publishing Software	4/16/2021	Yes	Yes	4/16/2026
				MICROPHONES				
8889727	SID-89530	6	JAV-PLX-CB	FlexMic Plexiglass - C Bend	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	6	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	6	JAV-27153	C2G 10ft Cat6 550 MHz Snagless (UTP) Patch Cable - Black	7/31/2020	Yes	Yes	7/31/2025
				PA SYSTEM				
8889727	SID-89530	1	JAV-AFS2	Dual Channel Advanced Feedback Suppression Processor	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-CSA-240Z	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-GS108	8-Port 10/100/1000 Fast Ethernet Gigabit Switch	7/31/2020	Yes	Yes	7/31/2025
				EQUIPMENT RACK & WIRING				
8889727	SID-89530	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-DTRK-1418	14 RU Desktop Cabinet 18" Deep (No Doors)	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-5-RS18	DTRK Series EQ Rack Slides 18" Depth Rack	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-DT-VFD-14	Vented Front Door for 14 RU DTRK Cabinet	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-EB1	1 Space Econo Blank (Black)	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-EB2	2 Space Econo-Blank (Black)	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-LL-DTRK	Leverlock Kit Bracket Cable Management System for DTRK Series Racks	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-LL-VC21	Leverlock Channels for Cable Management for DTRK Series Racks	7/31/2020	Yes	Yes	7/31/2025
8889727	SID-89530	1	JAV-UTR1-MP	Half Depth, single Rack space shelf	7/31/2020	Yes	Yes	7/31/2025

Sheriff's Office

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CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Benton-Franklin Counties Juvenile Justice Center
Benton County Courts
Kennewick and Prosser, WA

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
8889727	SID-89638	1	JAV-IR-Universe (1)	iRecord Universe Software includes: Redaction, Multi-Department security, Chain of Evidence Audit Report, Export to DVD+USB, Remote Control On/Off, Universe Desktop, Local Evidence Vault, 10x iRecord Thick Client Licenses, Remote Live Viewing, File import, Picture-in-picture HP Z240 i7, SSD OS Drive+4TB Storage, 8GB, keyboard and mouse Max two cameras per room *Does not include monitor	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-AXI-AXHD2TB7235A36D	Backup Interview Capture Hard Drive (Kit includes workstation upgrade to SSD OS drive and two 2TB HDDs)	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-SM-WBC1	Optical Breakout Card - Dry Contact.One breakout box supports four switches	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-ADAM6060-D	Relay Output with Digital Input Ethernet Module. One relay supports four switches	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	2	JAV-CN-PZM11LLWR	Covert Light Switch Microphone (Weather Resistant)	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	2	JAV-AX-P33674-V	IP Camera	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-S150	USB Stereo Computer Speakers	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-LED-22-TV	21.5" LED Full HD Monitor - Composite, VGA, & HDMI Inputs	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-BE550G	APC Back-UPS BE600M1, 600VA, 120V,1 USB charging port	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-PE108	8-port Gigabit Ethernet Switch with 4 POE ports	4/20/2021	Yes	Yes	4/20/2026
8889727	SID-89638	1	JAV-SM-SGSPL1-SS	Single Gang Toggle Switch Plate w/LED - stainless steel	4/20/2021	Yes	Yes	4/20/2026
WA Benton County Superior 1								
8889727	SID-89760	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-B8SVR	BookShelf 8 Software Only	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-SVR8	Server 8 Software Only	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89760	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County Superior 2								
8889727	SID-89761	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89761	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89761	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89761	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89761	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County Superior 3								

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CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Benton-Franklin Counties Juvenile Justice Center
Benton County Courts
Kennewick and Prosser, WA

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
8889727	SID-89762	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89762	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89762	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89762	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89762	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County Superior 4								
8889727	SID-89763	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89763	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89763	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89763	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89763	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County Superior 5								
8889727	SID-89764	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89764	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89764	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89764	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89764	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County Superior 6								
8889727	SID-89765	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89765	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89765	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89765	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89765	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County District 1								
8889727	SID-89766	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89766	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89766	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89766	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89766	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County District 2								

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CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Benton-Franklin Counties Juvenile Justice Center
Benton County Courts
Kennewick and Prosser, WA

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
8889727	SID-89767	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89767	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89767	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89767	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89767	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County District 3								
8889727	SID-89768	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89768	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89768	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89768	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89768	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County District 4								
8889727	SID-89769	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89769	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89769	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89769	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89769	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County District 5								
8889727	SID-89770	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89770	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89770	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89770	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026
WA Benton County District 6								
8889727	SID-89771	1	JAV-REC8-AO-USB	JAVS Recorder 8 with no video capture. Intended for use with USB mixers	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89771	1	JAV-SRMK	Single Rack Mount Kit	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89771	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	10/15/2021	Yes	Yes	10/15/2026
8889727	SID-89771	1	JAV-SW-V15P	Viewer 2015 Pro	10/15/2021	Yes	Yes	10/15/2026

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ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness, or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views, and user settings;	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visits

*****An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

******An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives at the Customer's agreed-upon appointment for the initial on-site repair.

RESOLUTION 2021 751

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A ONE-YEAR JAVS DIGITAL RECORDING SYSTEM MAINTENANCE AND SUPPORT PLAN RENEWAL FROM JUSTICE AV SOLUTIONS, INC.

WHEREAS, on April 28, 2020, the Board of County Commissioners approved Resolution 2020-307 using Trial Court Improvement funds to upgrade JAVS Digital Recording System for Juvenile Justice Courtrooms 1 & 2; and

WHEREAS, Justice AV Solutions, Inc. (JAVS) maintenance and support are critical in helping preserve court records for Juvenile Justice Courts; and

WHEREAS, maintenance and support provides JAVS, Inc. technicians to provide preventative maintenance, on-site support and hardware warranty to maximize reliability of JAVS Digital Recording System; and

WHEREAS, JAVS provided a sole source letter to Benton County stating they are the developer and distributor of proprietary products and services which are solely developed, modified, distributed and supported by JAVS, Inc.; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology and approves a one-year JAVS Digital Recording System Maintenance and Support Plan renewal from Justice AV Solutions, Inc. in an amount not to exceed $1,549.00 excluding WSST; and

BE IT FURTHER RESOLVED, JAVS Digital Recording System support will begin August 1, 2021 and will expire July 31, 2022; and

BE IT FURTHER RESOLVED, the Chairman of the Board is hereby authorized to sign the attached quote.

Dated this 19 day of October , 2021 **JEROME DELVIN - ABSENT**

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: A. Garcia

Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and **Benton-Franklin Juvenile Justice Center** "Customer" located in **Kennewick, WA** for the period of **August 1, 2021** extending through **July 31, 2022.**

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;"

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

A. DEFINITIONS

- *CODEC*-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- *Extended Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- *Preventative Maintenance (PM)*-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- *Service*-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- *Standard Travel*-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed JAVS service technician.
- *Support*-Remote phone and online troubleshooting and diagnostics.
- *Travel Premium*-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- *Warranty*-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install.

B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides on-line PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer location.

2. Response Times. In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by Customer and JAVS. For clarification, the priority levels are described in Attachment B.

3. Extended Warranty. **Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation.**
JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

   Non-warranted equipment:

   JAVS provided and installed equipment older than 5 years old, based on the date of installation.

   JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of new recorder at client expense.
   For replacement items purchased from JAVS, JAVS will provide labor at no charge.

   Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit itself has optional coverage directly through Polycom and is separate from this agreement. After the expiration of the initial warranty separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@javs.com to request a quote.

4. On-site Warranty Support. JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed on Attachment A.

5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a Customer appointed representative to occur during regular business

hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. *
2. Normal wear and tear items such as back-up UPS batteries and projector lamps. *
3. Consumable items such as batteries, CD's, DVD's, printer paper, and print cartridges. *
4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. *
5. Upgrades of Systems which would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. *
7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. *
8. Customer-provided or non-JAVS certified equipment, hardware, and software. *
9. Moving of equipment. *
10. Customer requested on-site advanced training. *
11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) *
12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
13. Migration of Customer recordings for archival, retention, and restoration. *
14. Shipping delays for repair, loaner or replacement parts and equipment.

*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

FEES/PAYMENTS for exclusions

A fee of $125.00 per hour (1-hour minimum) plus *Travel and expenses, will apply for each request for on-site service for services not covered by this agreement. Travel time is defined as a portal to portal.

D. TERMS

DI. Effective Date. The Agreement begins **August 1, 2021** and will continue for a period of **1 year** thereafter.

DII. Fees; Payments. In consideration of JAVS provision of the Services, Customer pays a fixed fee of

$1,549.00 "Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

BREAKDOWN OF MAINTENANCE FEE
Contract Period: August 1, 2021 - July 31, 2022
MAC-00482

	Courtroom Number/Location	SID #	System Description	Maintenance Fee
1	Main Courtroom	SID-89530	JAVS TX Recording System	$1,549.00
			Total	**$1,549.00**

Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

3. Billing of Excluded Services. A fee of $125.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.

4. Refunds. Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

WHETHER BY CHOICE OR NEGLECT JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

G. DISPUTE RESOLUTION

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach, termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at http://www.arb-forum.com/, or via telephone at 800-474-2371).

ACCEPTED BY Chairman of the Board
Benton County Board of Commissioners

Signature	
Name	Shon Small
Title	Commissioner
Date	10/19-2021
Phone #	509-783-5710
Email	commissioners@co.benton.wa.us

ACCEPTED BY JAVS
Justice AV Solutions

Signature	
Name	Megan Molnar
Title	Contract Administrator
Date	March 29, 2021
Phone #	502.489.5118
Email	Megan.molnar@javs.com

ACCEPTED BY CUSTOMER
Additional Court Representative (if required by court)

Signature	
Name	
Title	
Date	

Customer contact for scheduling of maintenance/repair

Name	Robert Heard
Title	IT Manager
Phone	509-222-2399
Email	robert.heard@co.benton.wa.us

CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT AGREEMENT

Benton-Franklin Juvenile Justice Center Main Courtroom
Kennewick, WA

Account #	SID#	Qty.	Part #	Description	Install Date	Service	Warranty	5 YEAR DATE
				JAVS CENTRO TX RECORDING SYSTEM				
74112	SID-89530	1	JAV-CENTRO-TX	JAVS Centro TX Ethernet Controlled Audio/Video Processor - Base Unit with Centro TX software	7/31/2020	Yes	Yes	7/31/2025
				DIGITAL RECORDER & SOFTWARE				
74112	SID-89530	1	JAV-REC8-AO-M	JAVS Recorder 8 with multichannel audio capture card via MARC (no video capture)	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-SRMK	Single Rack Mount Kit	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-SW-AL7S	AutoLog 7 Session Logging and Control Software	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-SW-V15P	Viewer 2015 Pro	7/31/2020	Yes	Yes	7/31/2025
				MICROPHONES				
74112	SID-89530	6	JAV-PLX-CB	FlexMic Plexiglass - C Bend	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	6	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	6	JAV-27153	C2G 10ft Cat6 550 MHz Snagless (UTP) Patch Cable - Black	7/31/2020	Yes	Yes	7/31/2025
				PA SYSTEM				
74112	SID-89530	1	JAV-AFS2	Dual Channel Advanced Feedback Suppression Processor	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-CSA-240Z	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-GS108	8-Port 10/100/1000 Fast Ethernet Gigabit Switch	7/31/2020	Yes	Yes	7/31/2025
				EQUIPMENT RACK & WIRING				
74112	SID-89530	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-DTRK-1418	14 RU Desktop Cabinet 18" Deep (No Doors)	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-S-RS18	DTRK Series EQ Rack Slides 18" Depth Rack	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-DT-VFD-14	Vented Front Door for 14 RU DTRK Cabinet	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-EB1	1 Space Econo Blank (Black)	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-EB2	2 Space Econo-Blank (Black)	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-LL-DTRK	Leverlock Kit Bracket Cable Management System for DTRK Series Racks	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-LL-VC21	Leverlock Channels for Cable Management for DTRK Series Racks	7/31/2020	Yes	Yes	7/31/2025
74112	SID-89530	1	JAV-UTR1-MP	Half Depth, single Rack space shelf	7/31/2020	Yes	Yes	7/31/2025

ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views and user settings;	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher-level repair visit

*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

**An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives to Customer's agreed upon appointment for the initial on-site repair.

Alex Garcia

From: Eric Andrews
Sent: Tuesday, October 5, 2021 2:12 PM
To: Alex Garcia
Cc: Robert Heard
Subject: RE: JAVS Maintenance expense code

I approve as to form.

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

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

From: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Sent: Tuesday, October 5, 2021 1:16 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Robert Heard <Robert.Heard@co.benton.wa.us>
Subject: FW: JAVS Maintenance expense code

Hi Eric,

Can you please take look at agreement and let us know if all good?

Thanks,

Alex Garcia
Assistant Manager
Benton County Information Technology
Ext 3742

From: Carol Vance <Carol.Vance@co.benton.wa.us>
Sent: Tuesday, October 5, 2021 12:20 PM
To: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: FW: JAVS Maintenance expense code

Here is the expense code. I will try and catch you after lunch!
Thank you Carol

JUSTICE AV SOLUTIONS

13020 Middletown Industrial Boulevard
Louisville, Kentucky 40223

800.354.JAVS (5287)
solutions@javs.com
www.javs.com

Sole Source Letter For:

Benton County Purchasing

August 4, 2021

To Whom It May Concern:

This letter is to certify that Justice AV Solutions formerly known as Jefferson Audio Video Systems (JAVS®), Inc., a Kentucky-based corporation, headquartered in Louisville, Kentucky is the developer, distributor and sole source vendor of various digital audio/video equipment and software applications. JAVS has over 10,000 installations worldwide.

The following is a list of proprietary products and services, which are solely developed, produced, modified, distributed, and supported by JAVS, Inc.

Software: (Including, but not limited to)

- Autolog 7.0
- Autolog 8.0
- Viewer 7
- Viewer 8
- Scheduler 7
- Scheduler 8
- Publisher 7
- Publisher 8
- MRA Server 7
- MRA Server 8
- BookShelf 7
- BookShelf 8
- Finder 7
- Finder 8

Hardware: (Including, but not limited to)

- Centro –CX,AX,PX and TX
- JAVS Digital Recorder 8
- All Hardware w/ JAVS logo

JAV Services: Service Contracts (JAVS product line)

- Help Desk

JUSTICE AV SOLUTIONS

13020 Middletown Industrial Boulevard
Louisville, Kentucky 40223

800.354.JAVS (5287)
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Sincerely,

Kevin Otey
Justice AV Solutions
502-380-6443
Kevin.Otey@javs.com

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/18/22 BC 11/01/22
Subject:	Personal Services Contract with Karyn K. Oldfield
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

Karyn K. Oldfield wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to provide legal services for Attorney representation of persons in all BECCA dockets.

The attached Personal Services Contract commences on October 1, 2022 and expires on September 30, 2023.

Fiscal Impact

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount not to exceed $31,000.00 to be paid out of Fee For Services Dept. 173. No Supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Karyn K. Oldfield and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND KARYN K. OLDFIELD A PERSONAL SERVICES CONTRACT FOR ATTORNEY REPRESENTATION OF PERSONS IN ALL BECCA DOCKETS

WHEREAS, per Resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton-Franklin Counties Juvenile Justice Center would like to enter into a Personal Services Contract with Karyn K. Oldfield for Attorney Representation of persons in all BECCA dockets; and

WHEREAS, the Juvenile Administrator recommends entering into a Personal Services Contract; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Karyn K. Oldfield in an amount not to exceed $31,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Personal Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences October 1, 2022 and expires on September 30, 2023.

DATED this _____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Oldfield, 1-Juvenile

R. Garcia

BENTON and FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Karyn K. Oldfield**, PLLC attorney at law, Washington State Bar Association #23053 with her principal office at PO Box 611, Richland, WA 99352 (hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin on October 1, 2022 and shall expire on September 30, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

a. The CONTRACTOR shall provide legal services for Attorney representation of persons in all Youth At Risk/Child In Need of Services (CHINS) petitions.

b. In the event CONTRACTOR is unable to provide above services CONTRACTOR shall immediately make the Juvenile Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

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

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

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

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

3. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	**Karyn K. Oldfield**
Address:	**PO Box 611**
	Richland, WA 99352
Phone:	**(509) 371-9804**
Email:	**karynoldfield@gmail.com**

b. For COUNTIES:

Name:	**David Wheeler, Administrator**
Address:	**5606 W. Canal Place, Suite 106**
	Kennewick, WA 99336
Phone:	**(509) 737-2745**
Email:	**David.Wheeler@co.benton.wa.us**

4. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid as professional service attorney fees, the sum of $200.00 per case upon appointment for Attorney's representation of persons in all Youth At Risk/CHINS petitions under this contract.

1. Contractor agrees to provide own coverage at own expense for any scheduled Youth At Risk/CHINS petition Contractor is not able to attend.

2. Any coverage needed for non-appointed court cases will be

provided at the rate of $400 per docket.

b. In the event that BECCA funding for Youth At Risk/CHINS petitions is lost or reduced the parties will renegotiate in good faith adjustment compensations.

c. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this CONTRACT shall not exceed $31,000.00.

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

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

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

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

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

5. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the

CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

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

6. HOLD HARMLESS AND INDEMNIFICATION

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

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

section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 6 shall survive termination and expiration of this Contract.

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

7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and,

therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability

Insurance coverage with minimum limits as follows:

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

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

e. **Other Insurance Provisions**:

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

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

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

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

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

requirements stated herein.

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

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

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

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at

least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 3(b).

3. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3(b).

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager to the following address: Benton and Franklin Counties Risk Manager, 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

8. TERMINATION

a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. Either party may terminate this Contract upon giving ten (10) days written notice by certified mail to the other party. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

10. NON-WAIVER OF RIGHTS

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

action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 4 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

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

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

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

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.

2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

3. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336.

14. INSPECTION OF BOOKS AND RECORDS

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

this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 6 and 17); extended reporting period requirements for professional liability insurance (Section 7(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES may issue written notice

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on **October 1, 2022.**

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

Karyn K. Oldfield	**Benton-Franklin Counties Juvenile Justice Center**
9/29/22	
Karyn K. Oldfield **Date**	**David Wheeler** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form:	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney Date	10/6/22 Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/18/22 BC 11/01/22
Subject:	Amendment No. 1 to Public Works Contract with JRT Mechanical, 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

The purpose of the Public Works Contract Amendment No.1 is to amend Section 2 ("Duration of Contract") in its entirety.

The attached Public Works Contract Amendment No.1 shall begin on the last date signed and shall expire on June 30, 2023.

Fiscal Impact

The amount not to exceed shall remain as $147,778.00, to be paid out of the Juvenile Fund, Dept. 172 Facilities Budget. No supplement needed at this time.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Public Works Contract Amendment No.1 between JRT Mechanical, Inc., and the Benton-Franklin Counties Juvenile Justice Center.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF EXECUTING PUBLIC WORKS SERVICES CONTRACT AMENDMENT NO. 1 BETWEEN JRT MECHANICAL, INC. TO REPLACE COOLING WATER TOWER AT THE JUVENILE JUSTICE CENTER APPROVED BY BENTON COUNTY RES. NO. 2022 427 AND FRANKLIN COUNTY RES. NO. 2022 128

WHEREAS, Benton-Franklin Counties Juvenile Justice Center currently contracts with JRT Mechanical, Inc.; and

WHEREAS, the purpose of Public Works Contract Amendment No. 1 is to amend Section 2 ("Duration of Contract") of the contract; and

WHEREAS, the Juvenile Administrator recommends the Chairs sign Public Works Contract Amendment No. 1; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concur with the Juvenile Administrator's recommendation and approve Public Works Contract Amendment No. 1 between JRT Mechanical, Inc., and Benton-Franklin Counties Juvenile Justice Center; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Public Works Contract Amendment No. 1; and

BE IT FURTHER RESOLVED, the term of the attached Contract Amendment No. 1 commences on the last date signed and expires on June 30, 2023.

DATED this ____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

JUDGES
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez
Hon. Diana N. Ruff

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DAVID WHEELER, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

DARIN R. CAMPBELL
ARTHUR D. KLYM
BRANDON P. HOLT
Court Commissioners

PUBLIC WORKS CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **JRT Mechanical, Inc.**, 106004 Wiser Parkway, Kennewick, WA 99338 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2022 427 and executed on June 28, 2022 and Franklin County Resolution No. 2022 128 and executed on June 21, 2022 (the "Contract"), the parties agree to amend the Contract as follows:

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

   "The initial term of this Contract shall begin on upon signature of both parties and shall terminate on June 30, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period."

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

This Amendment shall be effective on the last date signed and shall expire June 30, 2023.

JRT Mechanical, Inc.	**Benton Franklin Counties Juvenile Justice Center**
10/6/22	10/7/2022
Reid Craigo **Date** **Owner**	**David Wheeler** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: 10/7/22 Jennifer Johnson, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/18/22 BC 11/01/22
Subject:	Amendment No. 1 to Public Works Contract with Calvert Technical Services 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

The purpose of the Public Works Contract Amendment No.1 is to amend Section 10 ("Performance and Payment Bonds") in its entirety.

The attached Public Works Contract Amendment No.1 shall begin on October 1, 2022 and shall expire on June 30, 2023.

Fiscal Impact

The amount not to exceed shall remain as $10,000.00 to be paid out of Current Expense Dept. 172 Facilities Budget. No supplement needed.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Public Works Contract Amendment No.1 between Calvert Technical Services, Inc., and the Benton-Franklin Counties Juvenile Justice Center.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF EXECUTING PUBLIC WORKS SERVICES CONTRACT AMENDMENT NO. 1 BETWEEN CALVERT TECHNICAL SERVICES, INC. TO PROVIDE "AS NEEDED" MAINTENANCE AND REPAIR TO THE JUVENILE DETENTION CENTER SECURITY SYSTEM AT THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER APPROVED BY BENTON COUNTY RES. NO. 2022 302 AND FRANKLIN COUNTY RES. NO. 2022 087

WHEREAS, Benton-Franklin Counties Juvenile Justice Center currently contracts with Calvert Technical Services, Inc.; and

WHEREAS, the purpose of Public Works Contract Amendment No. 1 is to amend Section 10 ("Performance and Payment Bonds") of the contract; and

WHEREAS, the Juvenile Administrator recommends the Chairs sign Public Works Contract Amendment No. 1; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and approves Public Works Contract Amendment No. 1 between Calvert Technical Services, Inc., and Benton-Franklin Counties Juvenile Justice Center; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Public Works Contract Amendment No. 1; and

BE IT FURTHER RESOLVED, the term of the attached Contract Amendment No. 1 commences October 1, 2022 and expires on June 30, 2023.

DATED this ____ day of _____ 2022

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ____ day of _____ 2022

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

JUDGES
Hon. Jacqueline Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam
Hon. Norma Rodriguez
Hon. Diana N. Ruff

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER



DAVID WHEELER, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

DARIN R. CAMPBELL
ARTHUR D. KLYM
BRANDON P. HOLT
Court Commissioners

PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and **Calvert Technical Services, Inc.**, PO Box 1210, 25509 Calvert Drive N, Davenport, WA 99122 (hereinafter referred to as "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2022 302 and executed on May 3, 2022 and Franklin County Resolution No. 2022 087 and executed on April 26, 2022 (the "Contract"), the parties agree to amend the Contract as follows:

1. Section 10 of the Contract ("Performance and Payment Bonds") shall be amended in its entirety and shall read:

   The CONTRACTOR shall furnish the COUNTIES with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to the COUNTIES, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the Contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTIES to retain ten percent (10%) of the contract amount for a period of thirty (30) days after the date of final acceptance. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTIES within ten (10) days following the execution of this Contract.

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

This Amendment shall be effective on the last date signed and shall expire June 30, 2023.

Calvert Technical Services, Inc.	**Benton Franklin Counties Juvenile Justice Center**
Shannon Calvert 9/23/22	9/29/2022
Shannon Calvert Date **Owner**	**David Wheeler** Date **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: 09-27-22 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/18/22 BC 11/01/22
Subject:	Termination of Lease Agreement with Pacific Office Automation
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 (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Attached for board review and approval is the Notice of Termination of Lease Agreement between Pacific Office Automation and Benton-Franklin Counties Juvenile Justice Center.

In accordance with Section 2.1 of the Lease Agreement the Benton-Franklin Counties Juvenile Justice Center has elected to terminate the Lease Agreement on October 31, 2022 due to no longer needing services from Pacific Office Automation.

Fiscal Impact

The Lease Agreement is being terminated in which no fiscal impact is present.

Recommendation

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Notice of Termination of Lease Agreement between Pacific Office Automation and Benton-Franklin Counties Juvenile Justice Center as written.

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 CHAIR OF THE BOARD OF BENTON AND FRANKLIN COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER FOR THE LEASE AGREEMENT WITH PACIFIC OFFICE AUTOMATION

WHEREAS, by Benton County Resolution 2018 223 and by Franklin County Resolution 2018 066 signed on March 27, 2018 and March 6, 2018 respectively, Benton Franklin Counties Juvenile Justice Center entered into a Lease Agreement with Pacific Office Automation for three (3) copiers; and

WHEREAS, per Section 2.1 of the Lease Agreement, Benton Franklin Counties Juvenile Justice Center at its sole discretion may terminate any time when it is in the best interest of Benton Franklin Counties Juvenile Justice Center; and

WHEREAS, the Administrator recommends the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners sign the attached letter to terminate the Lease Agreement between Benton Franklin Counties Juvenile Justice Center and Pacific Office Automation; **NOW, THEREFORE**

BE IT RESOLVED, that the Chairs are authorized to sign the attached letter to Pacific Office Automation to terminate the Lease Agreement between Benton Franklin Counties Juvenile Justice Center and Pacific Office Automation; and

BE IT FURTHER RESOLVED, said contract shall terminate on October 31, 2022.

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-Pacific Office, 1-Juvenile

R. Garcia

Benton County Commissioners

Shon Small, Chair
Will McKay, Chair Pro-Tem
Jerome Delvin, Member
(509) 786-5600
(509) 736-3080 (toll free from Tri-Cities)

BENTON AND FRANKLIN COUNTIES

Franklin County Commissioners

Clint Didier, Chair
Rocky Mullen, Chair Pro Tem
Brad Peck, Member
(509) 545-3535

September 30, 2022

Pacific Office Automation
Attn: James Freeman
810 S. Dayton Street
Kennewick, WA 99336

Re: Notice of termination of Lease Agreement between Pacific Office Automation and Benton-Franklin Counties Juvenile Justice Center

Dear James Freeman:

The Boards of County Commissioners for Benton County and Franklin County have determined it to be in the best interest of both Counties to terminate the above referenced Lease Agreement. This is notice by Benton County and Franklin County of the termination of the Lease Agreement signed by you on February 28, 2018 and by the Board of Benton County Commissioners, Resolution No. 2018-223, and the Board of Franklin County Commissioners, Resolution No. 2018-066, on March 27, 2018 and March 6, 2018 respectively. The above referenced Lease Agreement is hereby terminated effective on October 31, 2022, pursuant to Section 2.1 of the Lease Agreement.

Dated this ____ day of _____, 2022

Benton County Board of Commissioners

_____
Chair of the Board

Attest:

_____
Clerk of the Board

Dated this ____ day of _____, 2022

Franklin County Board of Commissioners

_____
Chair of the Board

Attest:

_____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/18/22 BC 11/01/22
Subject:	Personal Services Contract with Brandon Landon
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

Brandon Landon wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to provide legal services for Attorney representation of persons in all BECCA dockets.

The attached Personal Services Contract commences on January 1, 2023, and expires on September 30, 2024.

Fiscal Impact

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount not to exceed $31,000.00 to be paid out of Fee For Services Dept. 173. No Supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Brandon Landon and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING BRANDON LANDON A PERSONAL SERVICES CONTRACT FOR ATTORNEY REPRESENTATION OF PERSONS IN ALL BECCA DOCKETS

WHEREAS, per Resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton-Franklin Counties Juvenile Justice Center would like to enter into a Personal Services Contract with Brandon Landon for Attorney Representation of persons in all BECCA dockets; and

WHEREAS, the Juvenile Administrator recommends entering into a Personal Services Contract; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Brandon Landon in an amount not to exceed $31,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Personal Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences on January 1, 2023, and expires on September 30, 2024.

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-Landon, 1-Juvenile

R. Garcia

BENTON and FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Brandon Landon**, Landon Law Office, PLLC attorney at law, Washington State Bar Association #55433 with his principal office at 8350 W. Grandridge Blvd, Ste. 200 #454, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2023 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.

2. SERVICES PROVIDED

a. The CONTRACTOR shall provide legal services for Attorney representation of persons in all Youth At Risk/Child In Need of Services (CHINS) petitions.

b. In the event CONTRACTOR is unable to provide above services CONTRACTOR shall immediately make the Juvenile Court aware of such development for purposes of the Court taking action to appoint another attorney to assume and undertake legal representation in such case.

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

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

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

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

3. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	**Brandon Landon**
Address:	**8350 W. Grandridge Blvd. Ste. 200 #454**
Phone:	**(509) 842-5073**
Email:	**BLandon@LandonLawOffice.com**

b. For COUNTIES:

Name:	**David Wheeler, Administrator**
Address:	**5606 W. Canal Place, Suite 106 Kennewick, WA 99336**
Phone:	**(509) 737-2745**
Email:	**David.Wheeler@co.benton.wa.us**

4. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid as professional service attorney fees, the sum of $200.00 per case upon appointment for Attorney's representation of persons in all Youth At Risk/CHINS petitions under this contract.

1. Contractor agrees to provide own coverage at own expense for any scheduled Youth At Risk/CHINS petition Contractor is not able to attend.

2. Any coverage needed for non-appointed court cases will be

provided at the rate of $400 per docket.

b. In the event that BECCA funding for Youth At Risk/CHINS petitions is lost or reduced the parties will renegotiate in good faith adjustment compensations.

c. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this CONTRACT shall not exceed Thirty-One Thousand Dollars and Zero Cents ($31,000.00).

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

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

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

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

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

5. **AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in

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

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

6. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTIES and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually**

negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 6 shall survive termination and expiration of this Contract.

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

7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Workers Compensation:** Contractor acknowledges and represents

that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions**:

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

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

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

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

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverage for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 3(b).

3. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3(b).

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager to the following address: Benton and Franklin Counties Risk Manager, 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

8. TERMINATION

a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. Either party may terminate this Contract upon giving ten (10) days written notice by certified mail to the other party. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

10. NON-WAIVER OF RIGHTS

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

this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 4 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

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

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

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

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.

2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

3. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336.

14. INSPECTION OF BOOKS AND RECORDS

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

this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 6 and 17); extended reporting period requirements for professional liability insurance (Section 7(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES may issue written notice

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on **January 1, 2023.**

The parties specifically certify that the provisions contained within Section 7 are mutually negotiated.

Brandon Landon	**Benton-Franklin Counties Juvenile Justice Center**
Brandon Landon 9/27/22	10/3/2022
Brandon Landon **Date**	**David Wheeler, Juvenile Court Administrator** **Date**
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form:	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney 09-29-22 Date	Civil Deputy Prosecuting Attorney Date
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date:
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022
Subject:	Public Safety Services Contract w/ Benton-Franklin Health District for Nurse Family Partnership Program
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Matt Rasmussen

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

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

Summary / Background Information

Benton County would like to enter into a public safety services contract with the Benton-Franklin Health District for Nurse Family Partnership program in the total contract amount of $550,000.00 for 2023-2024.

The Nurse Family Partnership program introduces vulnerable first-time parents to public health nurses, who deliver the support to new parents to have a healthy pregnancy, become knowledgeable, responsible parents, and provide their children with the best possible start in life. NFP has been recognized by a number of groups including the Office of Juvenile Justice & Delinquency Prevention (OJJDP) as an Exemplary Model Program. The RAND Corporation has shown that for every dollar invested in NFP there is a long-term return on investment of over five dollars as there is decreased crime and social service dependence for the highest risk clients.

Funding would continue to support resources for Public Health Nurses, Social Workers, supplies, travel, and training for the Benton County Nurse Family Partnership Program.

Fiscal Impact

This public safety services contract is for the 2023-2024 biennium, in the total contract amount of $550,000.00, to be paid from the Public Safety Sales Tax Fund, Non-Departmental budget.

Recommendation

Staff recommends approval of this public safety services contract, as previously discussed by the Board of Commissioners on June 28, 2022 and October 4, 2022.

Suggested Motion

N/A

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PUBLIC SAFETY SERVICES CONTRACT BETWEEN BENTON COUNTY, WASHINGTON AND BENTON-FRANKLIN HEALTH DISTRICT FOR NURSE FAMILY PARTNERSHIP PROGRAM

WHEREAS, in August 2014, the voters of Benton County approved Proposition 14-5, a three-tenths of one percent (0.3%) sales and use tax pursuant to RCW 82.14.450 to fund criminal justice and public safety programs in Benton County; and

WHEREAS, funding decisions must fall within the parameters and guidance of the text of voter-approved Proposition 14-5 to "improve public safety and combat criminal gang activity and other crime by hiring additional police officers, corrections officers and prosecutors; continuing the Metro Drug Task Force; funding gang and crime prevention efforts; and funding court and clerk programs including a seventh Superior Court Judge; and drug and mental health courts"; and

WHEREAS, funding gang and crime prevention efforts will improve the quality of life for the residents of Benton County by reducing the incidence of gang-related and other crime in Benton County; and

WHEREAS, during a Board Meeting held on June 28, 2022 and another held on October 4, 2022, County staff recommended funding the Benton-Franklin Health District's Nurse Family Partnership Program proposal, in the total contract amount not to exceed $550,000.00 for 2023-2024; **NOW, THEREFORE**

BE IT RESOLVED, the Board hereby concurs with the staff recommendation and approves the 2023-2024 Nurse Family Partnership Program public safety services contract, in an amount not to exceed $550,000.00, to be payable to Benton-Franklin Health District as outlined in the service contract; and

BE IT FURTHER RESOLVED, this contract will start January 1, 2023 and expire December 31, 2024.

Dated this 1st day of November, 2022.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; BFHD S. Palmus

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BENTON COUNTY
PUBLIC SAFETY 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 **BENTON-FRANKLIN HEALTH DISTRICT**, with its principal offices at 7102 W Okanogan Place, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work;
b. Exhibit B – Budget; and
c. Exhibit C – Progress Report Measurements 2023-2024.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2023 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 provide maternal and early childhood health services in accordance with the Nurse Family Partnership program model standards. Nurse Family Partnership is often cited as the most effective intervention to prevent child abuse and neglect, injury, and possible death. 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.

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

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

a. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit C, demonstrating services completed to date, 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: Bonnie Hall, Contracts & Billing Services Mgr.
Address: 7102 W Okanogan Place
Kennewick, WA 99336
Phone: 509-460-4553
Email: bonnieh@bfhd.wa.gov

b. For COUNTY:

Name: Shyanne Palmus, Communications Coordinator
Address: 7122 W Okanogan Place, Suite E330
Kennewick, WA 99336
Phone: 509-222-3760
Email: shyanne.palmus@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit B, "Budget", 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 five-hundred

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fifty thousand dollars and zero cents ($550,000.00), including W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any

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actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

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by the CONTRACTOR.

d. **Other Insurance Provisions:**

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

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this

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Contract shall be written on an Occurrence Policy form.

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

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

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

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

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

2. Certificates of Liability Insurance, with endorsements

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attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

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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,

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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. NON-DISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any services provided hereunder, or condition participation in any program, 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. Furthermore, CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate in the hiring of any employee or volunteer 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. Finally, any and all services provided hereunder shall not be performed for religious purposes.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of

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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

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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.

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24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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

- This section left blank intentionally -

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IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2023.

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

DocuSigned by:
Ryan Lukson
2D2D340DDC38483...
Civil Deputy Prosecuting Attorney

Dated: 10/21/2022

FOR: BENTON-FRANKLIN HEALTH DISTRICT

DocuSigned by:
Jason Zaccaria
F8DDD69407CF4E3...
Signature

Jason Zaccaria
Print Name

District Administrator
Title

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Benton-Franklin Health District

Nurse-Family Partnership® Program – Benton County

Exhibit A: Scope of Work – 2023-2024

BFHD will adhere to the Nurse-Family Partnership program model standards for the duration of this agreement:

- Nurse-Family Partnership® (NFP) is an evidence-based program with over 40 years of evidence showing significant improvements in the health and lives of first-time moms and their children living in poverty.
- NFP is most often cited as the most effective intervention to prevent child abuse and neglect, which contributes to childhood injury. Injury, in turn is the leading cause of death for children from age one to early adulthood.
- NFP has been shown to decrease criminal activity in the families including the mother and her child.
- During the time the child is enrolled in NFP, the initial trials and subsequent follow-up research of NFP families show that NFP children had:
  - ◊ 39% fewer healthcare encounters for injuries or poison ingestions in the first two years of life among children born to mothers with low psychological resources*
  - ◊ 56% reduction in emergency room visits for accidents and poisonings in the second year of the child's life*
  - ◊ 48% reduction in state-verified reports of child abuse and neglect by child age 15 *
- After the family graduates from NFP, effects continue to be seen.
  - ◊ 67% reduction in 12-year-old children's use of cigarettes, alcohol, or marijuana*
  - ◊ 28% reduction in 12-year old's' mental health problems (depression and anxiety) *
  - ◊ 59% reduction in arrests by child age 15*
  - ◊ 90% reduction in adjudication as PINS (person in need of supervision) for incorrigible behavior*
  - ◊ 61% fewer arrests of mothers by child age 15*
  - ◊ 72% fewer convictions of mothers by child age 15*

**Citations available upon request*

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- BFHD will deliver home visiting services to priority populations within Benton County Washington. Priority populations would include eligible participants with two or more of the following characteristics:
  - ◊ Demographic Characteristics:
    - > American Indian/Alaskan Native Non-Hispanic
    - > Poverty/Low income
    - > Teen Parents
    - > Enrolled in WorkFirst/TANF
  - ◊ Adverse Experiences:
    - > Prior Child Welfare System Involvement
    - > Domestic Violence
    - > Family History or current experience with Substance Use
    - > Parent Mental Illness
    - > Current and Previously incarcerated Parents
    - > Homeless/Unstable Housing
  - ◊ Other Characteristics:
    - > Parents with Low Educational Achievement
    - > Parents with Disabilities
    - > Families currently or formally in the Military
    - > Children with Disabilities

- BFHD will prioritize enrollment for prenatal families, and families with infants and toddlers, up to 24 months.

- BFHD shall aim to maintain a caseload of 50 families which is the maximum allowed under the Nurse-Family Partnership model for 2 nurses.

- BFHD nurses will conduct home visits during the woman's pregnancy and continue until the child reaches 24 months of age. There will be approximately 64 planned home visits with the family over 2 ½ years.



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Benton-Franklin Health District

Nurse-Family Partnership® Program – Benton County

Exhibit B: Budget – 2023-2024

Biennial Budget

	2023 Budget	2024 Budget	Total Budget
Salaries & Wages			
Public Health Nurse, 1.00 FTE	71,388	74,952	146,340
Public Health Nurse, 1.00 FTE	60,192	63,192	123,384
Social Worker II, 0.25 FTE	19,761	20,353	40,114
Public Health Nurse III (Supervisor), 0.20 FTE	17,840	18,376	36,216
Clerk, 0.75 FTE	30,852	31,617	62,469
Total Salaries & Wages	**200,033**	**208,490**	**408,523**
Payroll Taxes & Benefits			
Industrial Insurance	789	797	1,586
FICA	12,402	12,926	25,328
FICA/Medicare	2,900	3,023	5,923
Retirement	20,503	21,370	41,873
Paid Family Medical Leave	321	335	656
VEBA	2,000	2,085	4,085
Medical Insurance	29,968	31,466	61,434
Total Payroll Taxes & Benefits	**68,884**	**72,002**	**140,886**
Supplies & Equipment			
Office Supplies	0	0	0
Program Supplies	295	296	591
Operating Equipment	0	0	0
Total Supplies & Equipment	**295**	**296**	**591**
Total Direct Costs	**269,212**	**280,788**	**550,000**
Indirect Costs - 0%	**0**	**0**	**0**
Total Program Costs	**269,212**	**280,788**	**550,000**

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Benton-Franklin Health District

Nurse-Family Partnership® Program – Benton County

Exhibit C: Progress Report Measurements 2023-2024

Monthly Reporting Measures:

1. Number of Families in Active Enrollment:
Number of families that have had a contact including a telephone call, letter or in person visit within the last 90 days.

2. Home Visits Completed During the Reporting Period:
Number of home visits with families during the reporting period.

3. Number of New Families enrolled in Reporting Period:
Number of first-time moms enrolled during the reporting period.

4. Number of Non-Completion Exits:
Number of families who stop meeting with home visiting nurse, either by the client request or because the nurse has been unable to contact client for more than 3 months.

5. Number of Program Graduates:
Number of families that have completed the program.



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022
Subject:	Executing an Interlocal Cooperative Agreement with the City of Prosser for Roadway Maintenance – Snow Operations & Vegetation Spraying
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	M. Mahoney & 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

Chapter 39.34 RCW allows public agencies in Washington State to enter into interlocal cooperative agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities. Benton County (County) has transferred portions of right of way of certain County Roads to the City of Prosser (City) through annexation. The County and City desire to establish a road maintenance agreement for snow operations and vegetation spraying only on these portions of roads for geographic purposes.

Such an Interlocal has been prepared with the City of Prosser, has been reviewed and approved as to form by our Departmental Deputy Prosecuting Attorney, and signed by the Mayor of Prosser, City Clerk and City Attorney.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends the Board approve the proposed Interlocal Agreement for Road Maintenance Agreement - Snow Operations and Vegetation Spraying with the City of Prosser.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF PROSSER AND BENTON COUNTY FOR ROADWAY MAINTENANCE – SNOW OPERATIONS AND VEGETATION SPRAYING

WHEREAS, Chapters 36.01 and 36.32 RCW allows the Board to enter into agreements on behalf of Benton County; and

WHEREAS, Chapter 39.34 RCW Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County has transferred portions of right of way of certain County Roads to the City of Prosser through annexation; and

WHEREAS, the County and City desire to establish road maintenance responsibilities for Snow Operations and Vegetation Spraying only; and

WHEREAS, a proposed Interlocal, reviewed and approved as to form by the Benton County Prosecuting Attorney's Office, was signed by the Mayor of Prosser, City Clerk and City Attorney; and

WHEREAS, the County Engineer recommends that the Board approve and sign the proposed Agreement with the City of Prosser, finding such to be beneficial to Benton County; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners concurs with the recommendation of the County Engineer and hereby approves of the proposed Interlocal Cooperative Agreement between City of Prosser and Benton County for Roadway Maintenance – Snow Operations and Vegetation Spraying; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners hereby authorizes the Chairman to sign said Agreement with the City of Prosser on behalf of Benton County; and

BE IT FURTHER RESOLVED, the Interlocal shall be effective on the last date signed and will terminate only by written agreement duly executed by the parties hereto.

Dated this _____ day of November 2022.

_____
Chairman of the Board

_____
Chairman ProTem

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest._____
Clerk of the Board

Original: Procurement
cc: Procurement, City of Prosser

D. Hope

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 22-1719

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER APPROVING AN AGREEMENT BETWEEN THE PROSSER AND BENTON COUNTY FOR ROADWAY MAINTENANCE – SNOW OPERATIONS AND VEGETATION SPRAYING

BE IT RESOLVED, by the City Council of the City of Prosser that it is the desire of the City Council that:

1. The Agreement, the City of Prosser and Benton County, a copy of which is attached hereto and incorporated herein as if fully set forth is hereby approved and the Mayor is authorized to execute the agreement in multiple originals.
2. Once fully executed the City Clerk shall list the agreement on the City's website as outlined in RCW 39.34.040.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 11th day of October, 2022.

MAYOR RANDY TAYLOR

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:

HOWARD SAXTON, CITY ATTORNEY

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN CITY OF PROSSER AND BENTON COUNTY FOR
ROADWAY MAINTENANCE – SNOW OPERATIONS AND VEGETATION SPRAYING

This agreement is made and entered into by and between City of Prosser and Benton County, pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

WHEREAS, RCW 39.34, Interlocal Cooperation Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Benton County (hereafter County) has transferred portions of right of way of certain County Roads to the City of Prosser (City) through annexation; and

WHEREAS, the County and City desire to establish road maintenance responsibilities for SNOW OPERATIONS and VEGETATION SPRAYING ONLY on these portions of roads for geographic purposes; and

WHEREAS, the City and the County have the authority to enter into this agreement pursuant to Chapter 39.34 RCW;

NOW THEREFORE, City and County agree as follows:

1. The purpose of this Agreement is to set forth maintenance responsibilities for snow operations and vegetation spraying under which Benton County, through its Public Works Department, and City of Prosser, through its Public Works Department on portions of roads that have been annexed into the City.

2. City shall perform maintenance for snow operations and vegetation spraying on roads as described in exhibit "A", map of roads is outlined in exhibit "B".

3. County shall perform maintenance for snow operations and vegetation spraying on roads as described in exhibit "A", map of roads is outlined in exhibit "B".

4. Both City and County shall pass a Resolution by their respective boards approving this Agreement.

5. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

City of Prosser's representative shall be the Public Works Director, or designee
Benton County's representative shall be the County Engineer, or designee

6. Should a dispute arise regarding this agreement, the parties hereto shall first meet and attempt in good faith to resolve their differences. In the event that is unsuccessful, then the parties shall submit this matter to binding arbitration in accordance with the rules of the American Arbitration Association.

7. This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement is executed in duplicate originals. One original shall go to each party.

DATED:

COUNTY BY:

CHAIR OF THE BENTON COUNTY
BOARD OF COMMISSIONERS

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

DEPUTY PROSECUTING ATTORNEY

CITY BY:

RANDY TAYLOR, MAYOR

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:

HOWARD SAXTON, CITY ATTORNEY

S:\CITY\INTERLOCAL-COUNTYCITY NRR & ALBORO.docx

EXHIBIT "A"

ANNEXATION ROAD MAINTENANCE MILEAGE

It should be noted that some of the roads mentioned below only portions were annexed into the City, however for Snow Operations and Vegetation Spraying each organization will maintain the mileage mentioned below and to the limits as shown on Exhibit "B":

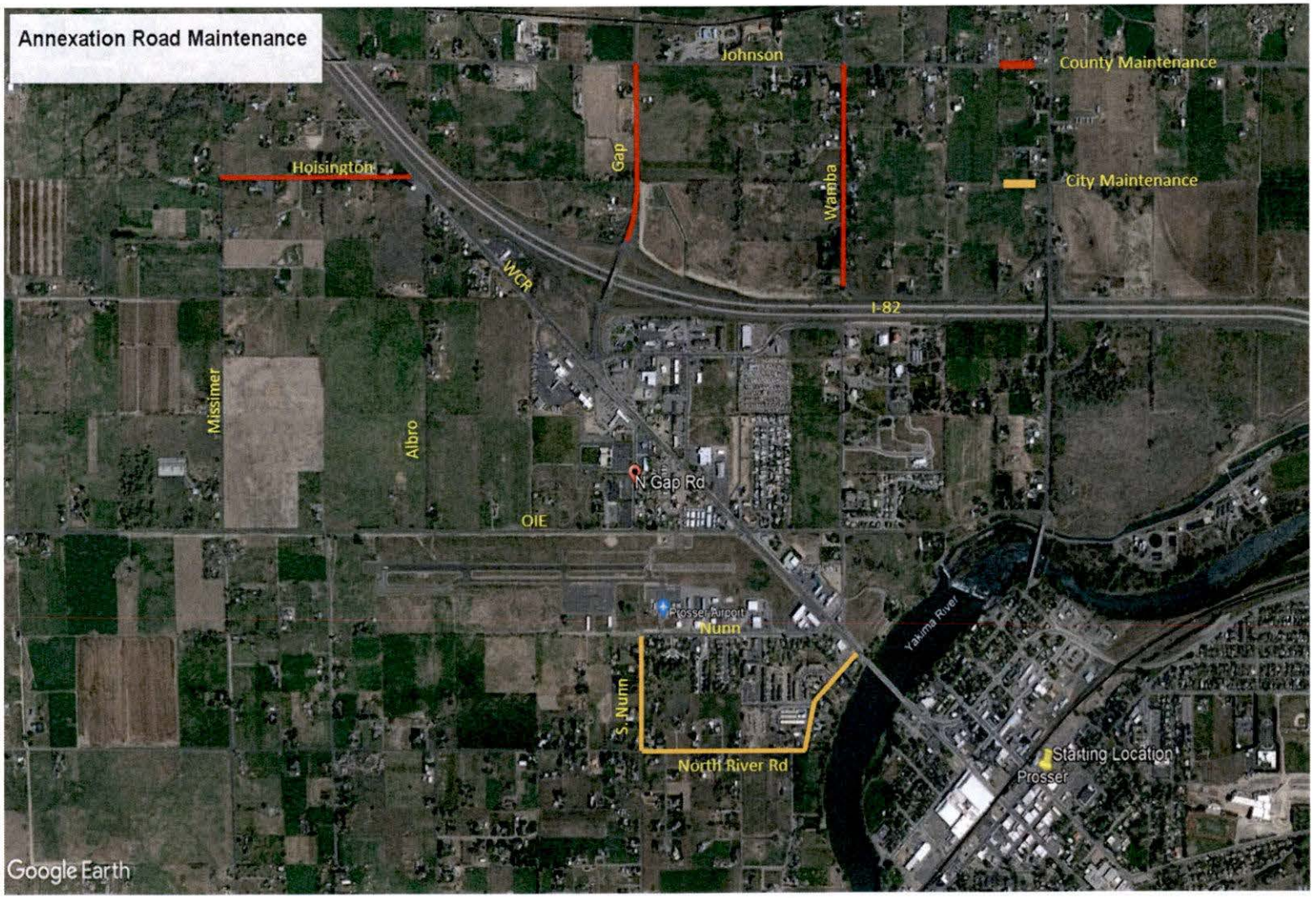
City Maintenance Responsibility

North River Road – Wine Country Road to S. Nunn Road	0.30 miles
S. Nunn Road – North River Road to Nunn Road	0.25 miles

County Maintenance Responsibility

Gap Road – State Limits to Johnson Road	0.38 miles
Hoisington Road – City Portion to Wine Country Road	0.10 miles
Wamba Road – Shelby to Johnson Road	0.07 miles

EXHIBIT "B"
MAP OF ANNEXATION ROADS



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022
Subject:	Purchase Agreement with Crown Paper & Janitorial Supply Company for the Procurement of Paper and Glove Supplies – CB 22-11
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Eric Andrews; Chief Guerrero; 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:** *(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 2022-740 dated October 11, 2022 the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsive bidder for the purchase of paper and glove supplies and required them to enter into a purchase agreement, as further specified in the bid documents.

Attached is a copy of the Purchase Agreement between Benton County and Crown Paper & Janitorial Supply Company for a contract amount t not to exceed $100,000 excluding WSST with a term commencing January 1, 2023 and terminating December 31, 2023.

Fiscal Impact

Cost: Not to exceed $100,000 excluding WSST

Fund: Expenditures will be included in the 2023-2024 budget process and shall be paid out of General Fund, Dept. 120.53106 – Operating Supplies.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Crown Paper & Janitorial Supply Company and authorize the Chairman of the Board to sign the attached said Agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT TO CROWN PAPER & JANITORIAL SUPPLY FOR THE PURCHASE OF PAPER AND GLOVE SUPPLIES – CB 22-11 FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, per Resolution 2022-653 dated September 13, 2022 the Board of Benton County Commissioners solicited bids for the procurement of Paper and Glove Supplies (CB 22-11) for the Benton County Corrections Department; and

WHEREAS, per Resolution 2022-740 dated October 11, 2022 the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsive bidder for the purchase of Paper and Glove Supplies and required them to enter into a purchase agreement, as further specified in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached purchase agreement to Crown Paper & Janitorial Supply Company for the purchase of Paper and Glove Supplies for the Benton County Corrections Department; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached purchase agreement between Benton County and Crown Paper & Janitorial Supply Company for a contract amount not to exceed $100,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2023 and shall continue until December 31, 2024.

Dated this _____ day of _____, 2022.

_____
Chairman of the Board

_____
Member

Attest ……
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD
CC: Auditor; PA, Crown Paper & Janitorial Supply

L. Small

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VENDOR PURCHASING AGREEMENT

This Agreement is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and **CROWN PAPER AND JANITORIAL SUPPLY COMPANY**, a Washington Corporation, with its principal offices at 100 Avery Street, Walla Walla, WA 99362 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for ***Paper and Glove Supplies CB 22-11*** in accordance with its bid dated **September 23, 2022** and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchase of the items listed in Exhibit A, but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.

2. The Vendor's bid for ***Paper and Glove Supplies CB 22-11***, and corresponding documents, all of which are on file in the office of the Benton County Corrections Department, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.

3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit A with an overall Agreement amount not to exceed **$100,000** excluding WSST. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.

4. All deliveries are to be made F.O.B. Benton County Corrections Department, 7122 W. Okanogan Pl., Suite B110, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.

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

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a. For Vendor: Doug Hamilton
Crown Paper & Janitorial Supply Company
100 Avery Road
Walla Walla, WA 99362
dhamilton@walternelson.com

b. For County: Lisa Small
7122 W. Okanogan Pl., Suite B110
Kennewick, WA 99336
509-783-1451 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2023 and shall continue until ***December 31, 2023***. Upon mutual agreement of both parties, the Agreement may be extended by written amendment for a maximum of one (1) additional 12-month period.

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

10. Insurance:

a. Workers Compensation: Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all

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fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

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

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

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

The Vender will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. Vendor'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.

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

$500,000 Each Accident
$500,000 Policy Limit for Disease
$500,000 Each Employee for Disease

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

d. **Other Insurance Provisions**:

1. The Vendor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents. Vendor's liability insurance policies must be

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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 Vendor's insurance policies.

2. The Vendor'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, its officers, officials, employees or agents.

4. The Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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.

7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. Vendor 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 VENDOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.

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

d. **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 and have a 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

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procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 5.

3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.

4. The Vendor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Pl., Suite E330, Kennewick, WA 99336.

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

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

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

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

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

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

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2022.

BENTON COUNTY, WASHINGTON

_____

Shon Small, Chairman Date
Benton County Commissioner

CROWN PAPER & JANITORIAL SUPPLY CO.

_____

Doug Hamilton, President Date

Approved as to Form:

DocuSigned by:
By: Eric Andrews
B4F7673BB8A1486...
Civil Deputy Prosecuting Attorney

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Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9-19-22	1

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

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5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   Crown Paper & Janitorial
   100 Avery
   Walla, Walla, WA. 99362

   Phone 509-529-4561 Fax 509-525-6367

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

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PAPER AND GLOVE SUPPLIES - ADDENDA #1

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4 X 3-3/4 36lbs/case	Case	Essity	TM16165	1,000	$34.59 -	$34,590 -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	Essity	SCAMB 540A	60	$22.72 -	$1,363.20 -
3	Nitrile Gloves / blue / 5 Mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	Hospeco 5mil Blue Nitrile	Lg or Med, Sm, XLg see below	~~200~~ 190	$49.00 -	$ 9,310 -
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case	Essity	SCARB 6002	100	$29.92 -	$2992.00 -
5	Trash Bags 33 gallon	16xM/10 rolls/25 ea/250 case	Case	Republic Bag	XN33401BCR	100	$ 28.25 -	$ 2,825 -
6	Trash Bags 12-16 gallon	7.5MIC/20 rolls/50 ea/1,000 case	Case	Republic Bag	~~XN2330BCR~~ XN24330BCR	50	$ 30.56 -	$ 15.28 -
7	Poly Tubing	12x18 - 500/per roll	Roll	LK Plastics	KF1218 MDW	15	$ 89.44 -	$ 1,341.60
						Subtotal for Paper and Glove Supplies		$ -

Gloves Blue Nitrile 5mil
10/100 cs XX Lg

Hospeco XXL 10cs 54.30 543.00

54,492.80

$54,493.00 as corrected

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Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 54,492.50 54,493.00 as corrected

LUMP SUM (excluding sales tax), in words Fifty four Thousand four hundred ninety two dollars and eighty/cents

SUBMITTED ON 9-20-, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery ST.
(STREET)

Walla Walla WA. 99362.
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper Janitorial INC
Legal Name of Vendor

Signature of Authorized Person

Doug Hamilton
Print Name of Authorized Person

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Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Crown Paper Janitorial, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Crown Paper Janitorial
(Company Name)

(Vendor's Signature)

Doug Hamilton
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

NOTARY PUBLIC in and for the State of Washington
residing at Walla Walla

DEBRA J SCHMIDT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8-19-25
167683

DocuSign Envelope ID: 1E04EB03-988E-411F-8D6E-5E27CBBD51CF

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Crown Paper Converting

(Company Name)

Doug Hamilton

(Vendor's Signature)

Doug Hamilton

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

Debra J Schmidt

NOTARY PUBLIC in and for the State of Washington

residing at Walla Walla

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022
Subject:	Purchase Agreement with Crown Paper & Janitorial Supply Company for the Procurement of Jail Chemicals and Janitorial Supplies – CB 22-12
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Eric Andrews; Chief Guerrero; 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:** *(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 2022-741 dated October 11, 2022 the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsive bidder for the purchase of jail chemicals and janitorial supplies and required them to enter into a purchase agreement, as further specified in the bid documents.

Attached is a copy of the Purchase Agreement between Benton County and Crown Paper & Janitorial Supply Company for a contract amount not to exceed $150,000 excluding WSST with a term commencing January 1, 2023 and terminating December 31, 2023.

Fiscal Impact

Cost: Not to exceed $150,000 excluding WSST

Fund: Expenditures will be included in the 2023-2024 budget process and shall be paid out of General Fund, Dept. 120.53106 – Operating Supplies.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Crown Paper & Janitorial Supply Company and authorize the Chairman of the Board to sign the attached said Agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT TO CROWN PAPER & JANITORIAL SUPPLY COMPANY FOR THE PROCUREMENT OF JAIL CHEMICALS AND JANITORIAL SUPPLIES – CB 22-12 FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, per Resolution 2022-654 dated September 13, 2022 the Board of Benton County Commissioners solicited bids for the procurement of Jail Chemicals and Janitorial Supplies (CB 22-12) for the Benton County Corrections Department; and

WHEREAS, per Resolution 2022-741 dated October 11, 2022 the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsive bidder for the purchase of Jail Chemicals and Janitorial Supplies and required them to enter into a purchase agreement, as further specified in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached purchase agreement to Crown Paper & Janitorial Supply Company for the purchase of Jail Chemicals and Janitorial Supplies for the Benton County Corrections Department; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached purchase agreement between Benton County and Crown Paper & Janitorial Supply Company, Walla Walla, WA for a contract amount not to exceed $150,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2023 and shall continue until December 31, 2023.

Dated this _____ day of _____, 2022.

_____
Chairman of the Board

_____
Member

Attest ……
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD L. Small
CC: Auditor; PA, Crown Paper & Janitorial Supply

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VENDOR PURCHASING AGREEMENT

This Agreement is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and **CROWN PAPER AND JANITORIAL SUPPLY COMPANY**, a Washington Corporation, with its principal offices at 100 Avery Street, Walla Walla, WA 99362 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for **Jail Chemicals and Janitorial *Supplies CB 22-12*** in accordance with its bid dated **September 23, 2022** and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchase of the items listed in Exhibit A, but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.

2. The Vendor's bid for ***Jail Chemicals and Janitorial Supplies CB 22-12***, and corresponding documents, all of which are on file in the office of the Benton County Corrections Department, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.

3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit A with an overall Agreement amount not to exceed **$150,000** excluding WSST. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.

4. All deliveries are to be made F.O.B. Benton County Corrections Department, 7122 W. Okanogan Pl., Suite B110, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.

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

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a. For Vendor: Doug Hamilton
Crown Paper & Janitorial Supply Company
100 Avery Road
Walla Walla, WA 99362
dhamilton@walternelson.com

b. For County: Lisa Small
7122 W. Okanogan Pl., Suite B110
Kennewick, WA 99336
509-783-1451 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2023 and shall continue until ***December 31, 2023***. Upon mutual agreement of both parties, the Agreement may be extended by written amendment for a maximum of one (1) additional 12-month period.

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

10. Insurance:

a. Workers Compensation: Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all

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fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

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

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

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

The Vender will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. Vendor'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.

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

$500,000 Each Accident
$500,000 Policy Limit for Disease
$500,000 Each Employee for Disease

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

d. **Other Insurance Provisions**:

1. The Vendor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents. Vendor's liability insurance policies must be

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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 Vendor's insurance policies.

2. The Vendor'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, its officers, officials, employees or agents.

4. The Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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.

7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. Vendor 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 VENDOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.

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

d. **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 and have a 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

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procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 5.

3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.

4. The Vendor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Pl., Suite E330, Kennewick, WA 99336.

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

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

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

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

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

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

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2022.

BENTON COUNTY, WASHINGTON

_____

Shon Small, Chairman Date
Benton County Commissioner

CROWN PAPER & JANITORIAL SUPPLY CO.

Doug Hamilton 10-20-22

Doug Hamilton, President Date

Approved as to Form:

DocuSigned by:
By: Eric Andrews
B4F7673BB8A1486...
Civil Deputy Prosecuting Attorney

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Jail Chemicals and Janitorial Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

      Date: Addenda Number:

      _____ _____

      _____ _____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 45,843.06 46,959.04 as corrected

LUMP SUM (excluding sales tax), in words forty five Thousand eight hundred forty Three and 6 cents.

SUBMITTED ON SEPT 20, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery ST.
(STREET)

Walla Walla WA. 99362.
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper & Janitorial Inc.
Legal Name of Vendor

Doug Hamilton.
Signature of Authorized Person

Doug Hamilton.
Print Name of Authorized Person

LAUNDRY CHEMICALS

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	Active Ingredient Percentage	Oz. Per Load	"Estimated" Quantity of Preferred Packaging (A)	Price per Packaging (B)	"Estimated" Total (A x B) =
1	Concentrated Liquid Laundry Detergent - 100 Lb. Load Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in automated dispensing system in both large and small washing machines.	55 Gallon Drum	Eco Fresh	FCEF 55	20%	3 oz	20	$728.67	$14,573.40
2	Liquid Oxygenated Bleach - 100 Lb. Load Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in automated dispensing system in both large and small washing machines	55 Gallon Drum	All Bright	20PLSB 855	34%	2 oz	20	$422.82	$8456.40
3	Concentrated Liquid Laundry Detergent - 3.5 Cubic Feet Washing Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in residential size washing machines.	5 Gallon Pail	Eco Fresh	FCEF5	20%	3 oz	10	$74.03	$740.30
4	Liquid Oxygenated Bleach - 3.5 Cubic Feet Washing Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in residential size washing machines.	5 Gallon Pail	All Bright	20 wcw AB6	34%	2 oz	10	$71.67	$716.70
									Subtotal for Laundry Chemicals	$24,524.80

JANITORIAL SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
5	General Cleaner	Quart'r Packs Extra Strength Cleaner (Green)	Case 4 Pk/80/CS	Stearns	ST-680	40	$106.60	$4264.00
6	Disinfectant	Quart'r Packs Powdered Detergent Disinfectant (Red)	Case 4 PK/125/CS	Stearns	ST-690	40	$144.90	$5796.
7	Floor Cleaner	GS Neutral Floor Cleaner (Yellow)	Case 72/2oz per/CS for 2-3 Gal Buckets	Stearns	ST-846	70	$35.79	$2505.30
8	Bottle - General Cleaner	Quart'r Packs Extra Strength Cleaner Large Mouth Bottle - (Green)	each	Stearns	ST9680	20	$2.92	$58.40
9	Bottle - Disinfectant Bottle	Quart'r Packs Disinfectant Large Mouth Bottle - (Red)	each	Stearns	ST9690	20	$2.92	$58.40

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
10	Spray Head for General Cleaner Bottle	Green/White Spray Head for Large Mouth Spray Bottle	each	Stearns	ST-ZS-0550	20	$1.30	$ 26.00
11	Spray Head for Disinfectant Bottle	Red/White Spray Head for Large Mouth Bottle	each	Stearns	ST-ZS-0570	20	$1.30	$ 26.00
12	Floor Finish	Slip-resistant poly shield, water-based, emulsion-type, metal-interlocked, urethane - fortified, acrylic copolymer floor finish. Minimal maintenance, maintained with weekly high speed burnishing. For high traffic areas. Dries to a high gloss. Levels with no streaks or mop trails. Re-coats and blends well with existing coats. Retains gloss and possesses excellent resistance to scuffs and black heel marks.	5 Gallon Pail	Spectacular	FcSpec 5	20	$80.38	$ 1,607.60
13	Floor Stripper	Must be able to remove finish from a variety of floor surfaces, including tile and asphalt. Must rinse with water and not require a neutralizer.	Case 4x1Gal/Case	Implosion	Fc Implosn	20	$56.44	$ 1,128.80
14	Floor Maintainer	Snap Back Buffing (Flooring)	Case 4x1Gal/Case	Mist & Shine	Fcm6 QT	20	$72.52 CS	$ 1450.40
15	Hand Soap Dispensers	Foamy Dispensers - Black	each	Impact	Im9326	12	$22.63	$ 271.56
16	Foaming Hand Soap	one gallon container; use current dispenser (See note A below)	Case 4x1Gal/Case	FcFoamy	FcFoamy	40	$55.80	$ 2232.00
17	Floor Buffing/Stripping Pads - 17" White	White Polishing Pad 17" (5/pk)	Package 5/PK	Americo	Amer WT	10	$17.90	$ 179.00
18	Floor Buffing/Stripping Pads - Red	Red Buffing Pad 17" (5/pk)	Package 5/PK	Americo	Amer Rd.	10	$17.90	$ 179.00
19	Floor Buffing/Stripping Pads - Black	Black Strip Pad 17" (5/pk)	Package 5/PK	Americo	Amer BK	10	$17.90	$ 179.00

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
20	Floor Polishing Pads - White	White Polishing Pad 20" (5/pk)	Package 5/PK	America	Amer WT	10	$23.00	$230.
21	Dishwashing Liquid	Dawn Ultra Antibacterial Hand Soap - 21.6 FL oz.	each	Dawn	PGC 91695	200	$5.63	$1,126.00
22	Scouring Powder	28 oz. Cleanser (12 per case)	Case 24/Case	AJAX	CPC 14278	20	$33.48	$669.60
23	Bar Towel	Green Striped Bar Towel, 16 x 19, 100% High Grade Cotton, White w/Green Stripe - Length 19 in - Width 16in - 12/Dozen	Dozen 12/Dozen	A1 Textiles	Bar Towel	50	$7.00	$350.
24	Pad Holder (threaded)	Pad Holder Threaded / takes treaded handle only	each	Doodlebug	Am 542046	10	$9.72	$97.20
							Subtotal for Janitorial Supplies	$2131.8.26 22,434.26
							Total for both Chemicals and Janitorial Supplies	$45843.06 46,959.06 as corrected

Crown Paper and Janitorial Supply, Inc. A BRANCH OF WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

Phone: 509-529-4561
Fax: 509-525-6367

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
36737	09/16/22	5017	09/16/22

SOLD TO
BENTON COUNTY JAIL
7122 WEST OKANOGAN
BUILDING "B"
KENNEWICK, WA 99336
5092223794

SHIP TO
BENTON COUNTY JAIL LAUNDRY
7122 WEST OKANOGAN
BUILDING "B"
KENNEWICK, WA 99336
5092223794

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	VISA/MC

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE	
1	20	20	0	FCEF55	ECO FRESH 55GAL DRUM	DR	728.57	14571.40	✓
2	20	20	0	20PLSAB55	ALL BRITE 34% H2O2 BLEACH 55GAL/DRUM	DR	422.82	8456.40	✓
3	10	10	0	FCEF5	ECO FRESH LIQUID LAUNDRY DETERGANT 5 GAL PAIL	PL	78.03	780.30	✓
4	10	10	0	20WENAB5	ALL BRITE 34% H202 WENCO ALL FABRIC BLEACH/5GAL	PL	71.67	716.70	✓
5	40	40	0	ST-680	QUART'R PACKS EXTRA STRENGHT CLEANER[GREEN]4X80'S/CS	CS	106.60	4264.00	✓
6	40	40	0	ST-690	QUART'R PACKS DISINFECTANT 4PK/125/CS	CS	144.90	5796.00	✓
7	70	70	0	ST-846	GS NUTRAL CLEANER 72/2OZ PER/CS/FOR 2-3GAL BUCKET	CS	35.79	2505.30	✓
8	20	20	0	ST9680	QUART'R PACKS EXTRA-STRENGTH SPRAY BOTTLE COMPLETE/12CS	EA	2.92	58.40	✓

TOTAL QUANTITY		NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.	SUBTOTAL	
			FRGT/MISC	
			TAX	
			INVOICE TOTAL	

Thank you. We value your business.

THIS IS YOUR QUOTE

Crown Paper and Janitorial Supply, Inc. A BRANCH OF WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

Phone: 509-529-4561
Fax: 509-525-6367

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
36737	09/16/22	5017	09/16/22

SOLD TO
BENTON COUNTY JAIL
7122 WEST OKANOGAN
BUILDING "B"
KENNEWICK, WA 99336
5092223794

SHIP TO
BENTON COUNTY JAIL LAUNDRY
7122 WEST OKANOGAN
BUILDING "B"
KENNEWICK, WA 99336
5092223794

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	VISA/MC

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE	
9	20	20	0	ST9690	QUART'R PACKS POWDERED DISINF/ DET/SPRAY BOTTLE/12/CS	EA	2.92	58.40	✓
10	20	20	0	ST-ZS-0550	TRIGGER SPRAYER GREEN/WHITE LARGE MOUTH	EA	1.30	26.00	✓
11	20	20	0	ST-ZS-0570	TRIGGER SPRAYER RED/WHITE LARGE MOUTH	EA	1.30	26.00	✓
12	20	20	0	FCSPEC-5	SPECTACULAR FLOOR FINISH 5GAL PAIL	PL	80.38	1607.60	✓
13	20	20	0	FCIMPLOSN	IMPLOSION STRIPPER 4X1GLCS	CS	56.44	1128.80	✓
14	20	20	0	FCMS-QT	MIST AND SHINE QTS/12/CS SPRAY BUFF RESTORE	CS	72.52	1450.40	✓
15	40 20	20	0	FCFOAMY	BULK FOAMING HAND SOAP 4X1GL/CS	CS	55.80	1116.00 2232.00	*
16	10	10	0	AM17WT	17" WHITE POLISH PAD 5/CS	CS	17.90	179.00	✓

TOTAL QUANTITY		NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.	SUBTOTAL	
			FRGT/MISC	
			TAX	
			INVOICE TOTAL	

Thank you. We value your business.

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QUOTE

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KENNEWICK, WA 99336
5092223794

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	VISA/MC

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
17	10	10	0	AM17RD	17" RED SPRAY BUFF FLOOR PAD 5/CS	CS	17.90	179.00
18	10	10	0	AM17BK	17" BLACK STRIP PADS 5/CS	CS	17.90	179.00
19	10	10	0	AM20WT	20" WHITE FLOOR PDS 5/CS	CS	23.00	230.00
20	200	200	0	PGC91695CT	DAWN ULTRA ANTIBACTERIAL DISH SOAP 8/34.2OZ	EA	5.63	1126.00
21	20	20	0	CPC14278	AJAX POWDERED CLEANSER WITH OXYGEN BLEACH 24/21OZ PER CASE	CS	33.48	669.60
22	50	50	0	BARTOWEL-GR	BAR TOWEL GREEN STRIPE 30oz 50DZ/CS	DZ	7.00	350.00
23	10	10	0	AM542046	HOLDER, PAD OCTOPUS/DOODLE BLUE THREADED HANDLE ONLY	EA	9.72	97.20
24	12	12	0	IM9326	BLACK BULK FOAM SOAP DISP 12/CS	EA	22.63	271.56

TOTAL QUANTITY	702

NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

SUBTOTAL	45843.06
FRGT/MISC	
TAX	3988.35
INVOICE TOTAL	49831.41

Thank you. We value your business.

THIS IS YOUR QUOTE

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Crown Paper Finance Inc., (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Crown Paper Finance
(Company Name)

(Vendor's Signature)

Doug Hamilton
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

NOTARY PUBLIC in and for the State of WA,
residing at Walla Walla

DEBRA J SCHMIDT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8-19-25
167683

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Crown Paper Janitorial
(Company Name)

(Vendor's Signature)

Doug Hamilton
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 20th day of September, 2022.

NOTARY PUBLIC in and for the State of Washington

residing at Walla Walla

DEBRA J SCHMIDT
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8-19-25
167683

Client#: 323429 WALTEENE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Bambi Brown, CIC, CRM	
USI Insurance Services NW CL1 825 NE Multnomah, Suite 1500 Portland, OR 97232 503 224-8390	PHONE (A/C, No, Ext): 503.295.8312	FAX (A/C, No): 610.362.8189
	E-MAIL ADDRESS: bambi.brown@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Walter E. Nelson Company
5937 N. Cutter Circle
Portland, OR 97217

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB5Z91469971022	01/01/2022	01/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						WA Stop Gap	$1,000,000
B	AUTOMOBILE LIABILITY			AS7Z91469971012	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TH7Z91469971052	01/01/2022	01/01/2023	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***Named Insured Schedule: Walter E Nelson Co;Coastal Paper & Supply, Inc.; Michael Nelson Properties, LLC; Walter E Nelson Co of Southern Oregon; Crown Paper & Janitorial Supply Company; Juniper Paper & Supply Company; Walter E Nelson Co of Western Washington; Walter E. Nelson Co. of Eastern Washington; Walter E Nelson Co of Astoria; Barco Supply of Klamath Falls; NWH Properties, LLC; Bradley Partners LLC; Bradley Managers, Inc; Northwest Paper Solutions, Inc; Bob Nagel Distributing Company Inc; Cleaning Solutions (See Attached Descriptions)

CERTIFICATE HOLDER

Benton County
7122 W. Okanogan Place, Bldg B
Kennewick, WA 99336

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SANZP

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022
Subject:	Purchase Agreement with 911 Supply, Inc. for the Purchase of Employee Uniforms and Other Related Items – CB 22-10
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Eric Andrews; Chief Guerrero

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 2022-742 dated October 11, 2022 the Board of Commissioners deemed 911 Supply, Inc. to be the lowest responsible bidder for the purchase of employee uniforms and other related items and required them to enter into a purchase agreement, as further specified in the bid documents.

Attached is a copy of the Purchase Agreement between Benton County and 911 Supply, Inc. for a contract amount not to exceed $75,000 excluding WSST with a term commencing January 1, 2023 and terminating December 31, 2023.

Fiscal Impact

Cost: Not to exceed $75,000 excluding WSST

Fund: Expenditures will be included in the 2023-2024 budget process and shall be paid out of General Fund, Dept. 120.52105 – Uniforms & Accessories.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and 911 Supply, Inc. and authorize the Chairman of the Board to sign the attached agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT TO 911 SUPPLY, INC. FOR THE PURCHASE OF EMPLOYEE UNIFORMS AND OTHER RELATED ITEMS – CB 22-10 FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, per Resolution 2022-652 dated September 13, 2022 the Board of Benton County Commissioners approved the solicitation for the procurement of Employee Uniforms and Other Related Items (CB 22-10) for the Benton County Corrections Department; and

WHEREAS, per Resolution 2022-742 dated October 11, 2022 the Board of Commissioners deemed 911 Supply, Inc. to be the lowest responsible bidder for the purchase of employee uniforms and other related items and required them to enter into a purchase agreement, as further specified in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached Purchase Agreement to 911 Supply, Inc. for the procurement of employee uniforms and other related items for the Benton County Corrections Department; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Purchase Agreement between Benton County and 911 Supply, Inc. for a contract amount not to exceed $75,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2023 and shall continue until December 31, 2023.

Dated this _____ day of _____, 2022.

_____
Chairman of the Board

_____
Member

Attest ……
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD
CC: Auditor; PA, 911 Supply, LLC

L. Small

DocuSign Envelope ID: 14947C1C-87D8-4837-890E-2164DFC74C12

VENDOR PURCHASING AGREEMENT

This Agreement is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and **911 SUPPLY, INC.** (hereinafter "Vendor) with its principal offices at 4101 River Road N, Keizer, OR 97303 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for ***Employee Uniforms and Other Related Items CB 22-10*** in accordance with its bid dated September 23, 2022 and to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchase of the items listed in Exhibit A but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.

2. The Vendor's bid for ***Employee Uniforms and Other Related Items CB 22-10***, and corresponding documents, all of which are on file in the office of the Benton County Corrections Department, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.

3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit A with an overall Agreement amount not to exceed **$75,000** excluding WSST. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.

4. All deliveries are to be made F.O.B. Benton County Corrections Department, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.

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

a. For Vendor: Pete Copp, Store Manager
4101 River Road N
Keizer, OR 97303
Tel: (877) 393-4911
Email: pete@911supply.com

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b. For County: Lisa Small
7122 W. Okanogan Pl, Suite B110
Kennewick, WA 99336
509-783-1451 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2023 and shall continue until ***December 31, 2023.*** Upon mutual agreement of both parties, the Agreement may be extended by written amendment for a maximum of one (1) additional 12-month period.

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

10. Insurance:

a. Workers Compensation: Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or

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equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. The minimum commercial general liability insurance limits shall be as follows:

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

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

The Vender will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. Vendor'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.

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

$500,000 Each Accident
$500,000 Policy Limit for Disease
$500,000 Each Employee for Disease

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

d. **Other Insurance Provisions**:

1. The Vendor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents. Vendor'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 Vendor's insurance policies.

2. The Vendor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the County as an additional insured.

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

4. The Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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.

7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. Vendor 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 VENDOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.

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

d. **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 and have a 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 284-15 WAC.

1. All insurance to be maintained by the Vendor, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the County, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written

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prior notice to the County. Any insurance or self-insurance maintained by the County, its elected and appointed officials, employees and agents shall be excess of the Vendor's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 5.

3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.

4. The Vendor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Pl., Suite E330, Kennewick, WA 99336.

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

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

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

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

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

16. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement Representatives Section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice

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

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

~ This section was intentionally left blank ~

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IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2022.

BENTON COUNTY, WASHINGTON

Shon Small, Chairman Date
Benton County Commissioner

911 SUPPLY, INC.

Name/Title 10/19/22 Date

Approved as to Form:

DocuSigned by:
By: Eric Andrews
Civil Deputy Prosecuting Attorney

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms and Other Related Items for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Pl., Suite B110
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

   Date: Addenda Number:

   NONE

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   911 Supply
   Attn: Pete Copp - Sales Manager
   4101 River Road N.
   Keizer, OR 97303

   Phone 503-393-4911 Fax 503-393-2107

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

~ This section was intentionally left blank ~

9.

Exhibit A
Request for Bid - CB 22-10
Employee Uniforms and Equipment

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Blauer - BDU Short sleeve shirts for Men - Black	Blauer Style #8676 short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea	8676	100	$71.49	$7,149.00
2	Blauer - BDU Long sleeve shirts for Men - Black	Blauer Style #8671 long sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671	80	$75.78	$6,062.40
3	Blauer BDU Short sleeve shirts for Women - Black	Blauer Style # 8676W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8676W	70	$71.49	$5,004.30
4	Blauer - BDU Short sleeve shirts for Women - Black	Blauer Style # 8671W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671W	20	$75.78	$1,515.60
5	5.11 Tactical Pants for Men	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Men's - Mfg #74369	ea.	74369	350	$60.48	$21,168.00
6	5.11 Tactical Pants for Women	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Women's - Mfg #64386	ea.	64386	100	$60.48	$6,048.00
7	Skull Cap	Blauer Skull Cap - Mfg #160	ea.	160	60	$17.92	$1,075.20
8	Tie - Grey	Breakaway Tie - Grey	ea.	90001	20	$4.33	$86.60
9	Badges	BC1685 - S661EOTAC Shield w/Black Background Badge - Gold plate or Rhodium	ea.	S661EO	20	$111.25	$2,225.00
10	Collar Insignia	Small Insignia's for Corporal, Sergeant, Lieutenant, Captain, & 1,2,3, Stars	ea.	N/A	5	$6.10	$30.50
11	Nametag Holder	Rank and Servicing Since Nametag Holder	ea.	NP105	3	$9.38	$28.14
12	Name plate	2 1/4 X 3/8 Nameplate - Gold or Silver	ea.	NP100	3	$9.38	$28.14
13	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	7200	60	$38.75	$2,325.00
14	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	7205	60	$17.19	$1031.40
15	Holster (Patrol)	Safariland ALS # 6360-8192-131	ea.	6360-8192-131	10	$123.75	$1,237.50
16	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	44HT00	10	$36.08	$360.80
17	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	7320	10	$23.29	$232.90
18	Mag Pouch	Bianchi AccuMold Triple Threat II double mag	ea.	7302	10	$25.79	$257.90

9.

Exhibit A
Request for Bid - CB 22-10
Employee Uniforms and Equipment

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
19	Hand Cuffs	Peerless standard Handcuffs	ea.	4710	20	$25.67	$513.40
20	Hand Cuffs	Peerless hinged hand cuffs	ea.	4801	10	$37.28	$372.80
21	Hand Cuff Case	Bianchi AccuMold single cuff case	ea.	7300	5	$21.10	$105.50
22	Hand Cuff Case	Bianchi AccuMold double cuff case	ea.	7317	5	$18.29	$91.45
23	OC-10 case	Bianchi AccuMold OC case	ea.	7307	20	$17.35	$347.00
24	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	7326	5	$13.29	$66.45
25	Radio Case	Bianchi Radio Case #7314S	ea.	7314S	10	$33.44	$334.40
26	ASP	Steel Friction lock baton foam grip 21"	ea.	52411	1	$124.40	$124.40
27	ASP Holder	Bianchi ASP Baton Holder	ea.	7312	5	$15.17	$75.85
28	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	7406	20	$10.79	$215.80
29	Tactical Suspenders	Nylon Tactical Suspenders	ea.	174-1	5	$29.84	$149.20
30	Load Bearing Suspenders	Blackhawk Load Bearing Suspenders (or comparative)	ea	3SLBSIBK	5	$32.48	$162.40
31	Name patch - Cinder (thread color)	in matching colors - Cinder (thread color)	ea.	N.T.	10	$5.00	$50.00
32	Seatbelt Cutter	Fold Out Seatbelt Cutter	ea	UZI	10	$21.25	$212.50
					Total Bid Proposal		$58,687.53

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 58,687.53

LUMP SUM (excluding sales tax), in words Fifty Eight Thousand Six Hundred Eighty Seven dollars and Fifty Three Cents.

SUBMITTED ON 9/19/2022, 2022

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

4101 River Road N.
(STREET)

Keizer OR 97303
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

911 Supply
Legal Name of Vendor

Pete Copp
Signature of Authorized Person

Pete Copp
Print Name of Authorized Person

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022
Subject:	Purchase Agreement with Deere & Company Utilizing Oregon Cooperative Procurement Program Contract # 1744
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Dept.

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

Washington State Department of Enterprise Services has a reciprocating agreement with Oregon Cooperative Procurement Program(OrCPP) that allows its members to utilize contracts from either organization.

The OrCPP currently has contract #1744 with Deere & Company for Lawn and Ground Maintenance Equipment.

Benton County Facilities Department wishes to utilize the OrCPP Contract to purchase a new John Deere Z930M ZTrak to assist with the ground maintenance for all Benton County Facilities.

The Benton County Facilities Department and Benton County Purchasing Department recommend a purchase agreement to be put in place with Deere & Company utilizing OrCPP Contract # 1744 to purchase the John Deere Z930M ZTrak.

Fiscal Impact

Cost: 11,250.00 excluding WSST

Fund: General Fund – Dept. 110 Facilities

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County Deere & Company and authorize the Chairman of the Board to sign said agreement.

Suggested Motion

Approve as part of the Consent Agenda.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PURCHASE AGREEMENT BETWEEN BENTON COUNTY AND DEERE & COMPANY UTILIZING THE OREGON COOPERATIVE PROCUREMENT PROGRAM CONTRACT #1744 FOR THE BENTON COUNTY FACILITIES DEPARTMENT

WHEREAS, Washington State Department of Enterprise Services has a reciprocating agreement with Oregon Cooperative Procurement Program(OrCPP) that allows its members to utilize contracts from either organization; and

WHEREAS, the OrCPP currently has contract #1744 with Deere & Company for Lawn and Ground Maintenance Equipment; and

WHEREAS, Benton County Facilities Department wishes to utilize the OrCPP Contract to purchase a new John Deere Z930M ZTrak to assist with the ground maintenance for all Benton County Facilities; and

WHEREAS, the Benton County Facilities Department and Benton County Purchasing Department recommend a purchase agreement to be put in place with Deere & Company utilizing OrCPP Contract # 1744 for the purchase of a John Deere Z930M ZTrak; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby approves the attached Purchase Agreement with Deere & Company utilizing OrCPP Contract # 1744 for a total amount not to exceed $11,250.00 excluding WSST.

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: Purchasing Department
cc: Auditor, PA, Purchasing Department, Facilities

Prepared by: P. Schut

DocuSign Envelope ID: EBE157B9-FF0D-4584-8FBD-2FEC612F18E4

PURCHASE AGREEMENT
Benton County, Washington

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

RESOLUTION No: _____

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

Vendor: Deere & Company
Vendor Code:
Vendor Contact: Ken Sloan
Vendor Contact Phone: 509-579-4446
Vendor Principal Place of Business: 2000 John Deere Run, Cary NC, 27513

Ship To:	Bill To:
Benton County Facilities Department 7122 W. Okanogan Pl. STE D110 Kennewick, WA 99336	Benton County Facilities Department 7122 W. Okanogan Pl. STE A240 Kennewick, WA 99336

AGREEMENT:
The Vendor agrees to make available the goods provided in Exhibit A to Benton County under the terms described herein.

Line	Description	Qty		
1	John Deet Z930M Ztrak Mower	1	11,246.06	
		Subtotal	**11,246.06**	
		Sales Tax	**978.41**	
		Grand Total	**12,224.47**	

The term of this Agreement shall commence upon signature of both parties and shall expire 06/06/2025.

This purchase agreement incorporates by reference all terms and conditions issued off the Oregon State Contract as well as the Quote (attached as Exhibit A); as a registered member of the Washington State Contract.

Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms and/or previous contracts.

In case of conflict, the order of precedence is:
1. The Oregon State Contract 1744
2. Quote attached hereto as Exhibit A, as currently in effect, or hereafter amended.
3. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Paul Schut
Address: 7122 W. Okanogan Pl, STE E330
Kennewick, WA 99336
Phone: 509-737-3943
Email: Paul.Schut@co.benton.wa.us

Approved as to Form (Deputy Prosecutor): DocuSigned by: Eric Andrews B4F7673BB8A1488...
Eric Andrews, Civil DPA

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

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

Vendor Name (Print): Ken Sloan Title: Gov. Account Mgr Date: 10/21/2022

Vendor Signature: DocuSigned by: Ken Sloan DA55B49955E1483...

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

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Agriculture Equipment Co
845 N Columbia Center Blvd
Kennewick, WA 99336
509-212-3012
ksloan@rdoequipment.com

Quote Summary

Prepared For:

BENTON COUNTY FACILITIES
7122 W OKANOGAN PL BLDG A
KENNEWICK, WA 99336
Business: 509-579-4451
paul.schut@co.benton.wa.us

Delivering Dealer:

RDO Agriculture Equipment Co
Ken Sloan
845 N Columbia Center Blvd
Kennewick, WA 99336
Phone: 509-579-4446
ksloan@rdoequipment.com

MCUA #K1898
ORCPP Reciprocity for Washington MCUA Members

Quote ID: 27612491
Created On: 13 October 2022
Last Modified On: 13 October 2022
Expiration Date: 12 November 2022

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE Z930M ZTrak	$ 11,246.06	X	1	=	$ 11,246.06

Contract: OR Lawn and Grounds Maint Equip 1744 (PG 25 CG 22)
Price Effective Date: March 30, 2021

Equipment Total **$ 11,246.06**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 11,246.06
Trade In	
SubTotal	**$ 11,246.06**
Sales Tax - (8.70%)	$ 978.41
Est. Service Agreement Tax	$ 0.00
Total	$ 12,224.47
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 12,224.47**

Salesperson : X _____

Accepted By : X _____

DocuSign Envelope ID: EBE157B9-FF0D-4584-8FBD-2FEC612F18E4

JOHN DEERE

Selling Equipment

Quote Id: 27612491 **Customer Name:** BENTON COUNTY FACILITIES

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Agriculture Equipment Co
845 N Columbia Center Blvd
Kennewick, WA 99336
509-579-4446
act-ken@rdoequipment.com

JOHN DEERE Z930M ZTrak

Hours:

Stock Number:

Contract: OR Lawn and Grounds Maint Equip 1744 (PG 25 CG 22)

Selling Price *
$ 11,246.06

Price Effective Date: March 30, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
216CTC	Z930M ZTrak	1	$ 11,689.00	21.00	$ 2,454.69	$ 9,234.31	$ 9,234.31
	Standard Options - Per Unit						
001A	United States/Canada	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	$ 0.00	21.00	$ 0.00	$ 0.00	$ 0.00
1524	60 In. Rear Discharge Mower Deck	1	$ 630.00	21.00	$ 132.30	$ 497.70	$ 497.70
2092	Deluxe Comfort Seat with Armrests and Isolation (22.5" High Back)	1	$ 195.00	21.00	$ 40.95	$ 154.05	$ 154.05
	Standard Options Total		**$ 825.00**		**$ 173.25**	**$ 651.75**	**$ 651.75**
	Dealer Attachments/Non-Contract/Open Market						
Open Market	A-B150357TW4 Tweels	2	$ 680.00	0.00	$ 0.00	$ 1,360.00	$ 1,360.00
	Dealer Attachments Total		**$ 1,360.00**		**$ 0.00**	**$ 1,360.00**	**$ 1,360.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 13,874.00**		**$ 2,627.94**	**$ 11,246.06**	**$ 11,246.06**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022
Subject:	Approval to sign Self-Insurer's Pension Bond Re: L & I Claim
Presenter:	N/A
Prepared By:	Adam Morasch, Risk Manager
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 / Documents	☐ Pass Ordinance
		☐ Execute Contracts

Summary / Background Information

Claimant in Worker's Compensation Claim #W724429 (Claim #W724429), sustained an industrial injury while in the employ of Benton County, a self-insurer.

On October 18, 2022, resolution 2022-761 approved the Board of Benton County Commissioners to sign the General Contract of Indemnity from Travelers Casuatly and Surety Company of North America (Travelers), on behalf of Benton County's "excess insurance" carrier, in the amount demmed appropriate by Labor & Industries, pursuant to statute.

On October 24, 2022, Benton County received the bond No. 107672834 from Travelers and pursuant to statute, Labor & Industries authorizes Benton County as a self-insurer, to file a bond with Labor & Industries, in an amount deemed by Labor & Industries to be reasonably sufficient to insure payment of the pension benefits for Claimant provided by law in Claim #W724429. The County is required to sign and file Self-Insurer's Pension Bond, provided by Labor and Industries

Fiscal Impact

N/A

Recommendation

Approve and sign the Resolution and attached: Self-Insurer's Pension Bond Labor & Industries' Claim #W724429.

Suggested Motion

Consent.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF STATUTORY REQUIREMENTS FOR BENTON COUNTY TO FILE SELF-INSURER'S PENSION BOND IN LABOR & INDUSTRIES' CLAIM INVOLVING AN INDUSTRIAL INJURY SUSTAINED WHILE CLAIMANT WAS IN THE EMPLOY OF BENTON COUNTY

WHEREAS, Resolution 2022-761 approved the Board of Benton County Commissioners to sign the General Contract of Indemnity from Travelers Casualty and Surety Company of North America (Travelers), on behalf of Benton County's "excess insurance" carrier, in the amount deemed appropriate by Labor & Industries, pursuant to statue; and

WHEREAS, on October 24, 2022, Benton County received the bond No. 107672834 from Travelers; and

WHEREAS, pursuant to statute, Labor & Industries authorizes Benton County as a self-insurer, to file a bond with Labor & Industries, in an amount deemed by Labor & Industries to be reasonably sufficient to insure payment of the pension benefits for Claimant provided by law in Claim #W724429; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners hereby approves for signature the Self-Insurer's Pension Bond, on behalf of Benton County's "excess insurance" carrier, in the amount deemed appropriate by Labor & Industries, pursuant to statute.

DATED this 1st day of November, 2022.

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Commissioners A. Morasch

Department of Labor and Industries
Self-Insurance Section
PO Box 44891
Olympia WA 98504-4891

SELF-INSURER'S PENSION BOND

Express Mail:
7273 Linderson Way SW
Tumwater WA 98501

BOND NO: 107672834

KNOW ALL PERSONS BY THESE PRESENTS, that BENTON COUNTY, WASHINGTON, as Principal, having its principal office at 7122 W. Okanogan Place, Ste. E330, Kennewick, WA 99336, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a company authorized to transact surety business in the state of Washington, having its principal office at One Tower Square, Hartford, CT 06183, as Surety are held and firmly bound unto the STATE OF WASHINGTON, DEPARTMENT OF LABOR AND INDUSTRIES, in the penal sum of Two Hundred Seventy-Five Thousand Nine Hundred Twenty-Four & 16/100 DOLLARS ($ 275,924.16), the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. (See Exhibit A - attached)

The condition of the above obligation is such that the said Principal has elected to reimburse the said Department, under the provisions of RCW 51.44.070, for the payments to be made from the Pension Reserve Fund for claim number W724429 NOW THEREFORE, it is understood and agreed that:

1. If the Principal shall reimburse the Department for all payments by the Department from the Pension Reserve Fund to the claimant according to the terms and provisions of RCW 51.44.070, then this obligation shall be null and void; otherwise it remains in full force and effect. The Surety agrees that it may not assign or transfer its rights, remedies, obligations or causes of action under this bond without written approval of the Department of Labor and Industries.

2. The pension reserve associated with this obligation shall be reviewed annually. Any change to the penal sum of this bond will extend to the entire pension obligation and be issued on the Department's pension bond rider, which will be attached to this bond.

3. This bond is subject to acceptance by the Self-Insurance Program Manager. The original will be filed in the Self-Insurance Section of the Department of Labor and Industries.

4. This bond is continuous in form and shall remain in full force and effect unless terminated in the manner hereinafter provided.

5. This bond may not be terminated by either the Principal or the Surety unless the Principal shall first provide a cash deposit or substitute bond in accordance with the terms of RCW 51.44.070.

6. The Principal and the Surety are held and firmly bound for the payment of all legal costs, including reasonable attorney's fees incurred in any or all actions or proceedings taken to enforce payment under this bond, or payment of any award or judgment rendered against the Surety, on account of the execution of this bond.

7. The effective date of this bond is November 1, 2022.

W724429
Claim Number

107672834
Bond Number

8. If the Principal shall cease reimbursing the Department for payments made by the Department to the beneficiary or beneficiaries, and demand is made upon the Surety, the Surety shall pay any delinquent reimbursements owed by the Principal. The Surety shall then have the option to:

A. Pay the Department a sum of money equal to the cash value of the remaining pension reserve as calculated annually by the Department, or,

B. Continue to pay the quarterly reimbursement owed by the Principal to the Department of Labor and Industries until such obligation ceases or until the Surety exercises the option of paying the cash value of the pension reserve as calculated by the Department. Quarterly reimbursements paid by the Surety shall not be limited to the penal sum of this bond nor shall they be deducted from the penal sum of this bond.

Principal	BENTON COUNTY, WASHINGTON
Name	Date
Title	Benton County Commissioner
Signature	

Surety	Travelers Casualty and Surety Company of America
Name	Janet K Holthaus
Date	10/24/2022
Title	Attorney-In-Fact
Signature	Janet K. Holthaus

Accepted by the State of Washington Department of Labor and Industries	
Date	Self-Insurance Program Manager

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Janet K Holthaus** of **BOISE**, **Idaho**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 24 day of October, 2022.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022 **Memo Date:** October 11, 2022
Subject:	Short Plat Vacation Resolution – SPV 2022-003 Adam and Amy Evans
Presenter:	Michelle Cooke, Planning Manager
Prepared By:	Donna Hutchinson
Reviewed By:	Michelle Cooke
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

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

Summary / Background Information

On June 14, 2019, Short Plat 3608 was recorded under Auditor's Fee Number 2019-015983, creating two residential lots on E Rubicon PR SE, in the Kennewick area of unincorporated Benton County. The short plat also created a thirty (30) foot access and utility easement serving both lots of the short plat.

The applicants, Adam and Amy Evans, are requesting the vacation and reconfiguration of the turnaround for the thirty (30) foot access easement on Lot 2 of Short Plat 3608 to enable an accessory dwelling to be built on the parcel. The applicants are proposing to record a new turnaround for the access and utility easement to replace the turnaround being vacated. Owners of property within 300 feet of the subject parcel and all concerned agencies were notified of the proposed vacation and no objections or concerns have been received to date.

Fiscal Impact

Amount: **None**

Fund: **None**

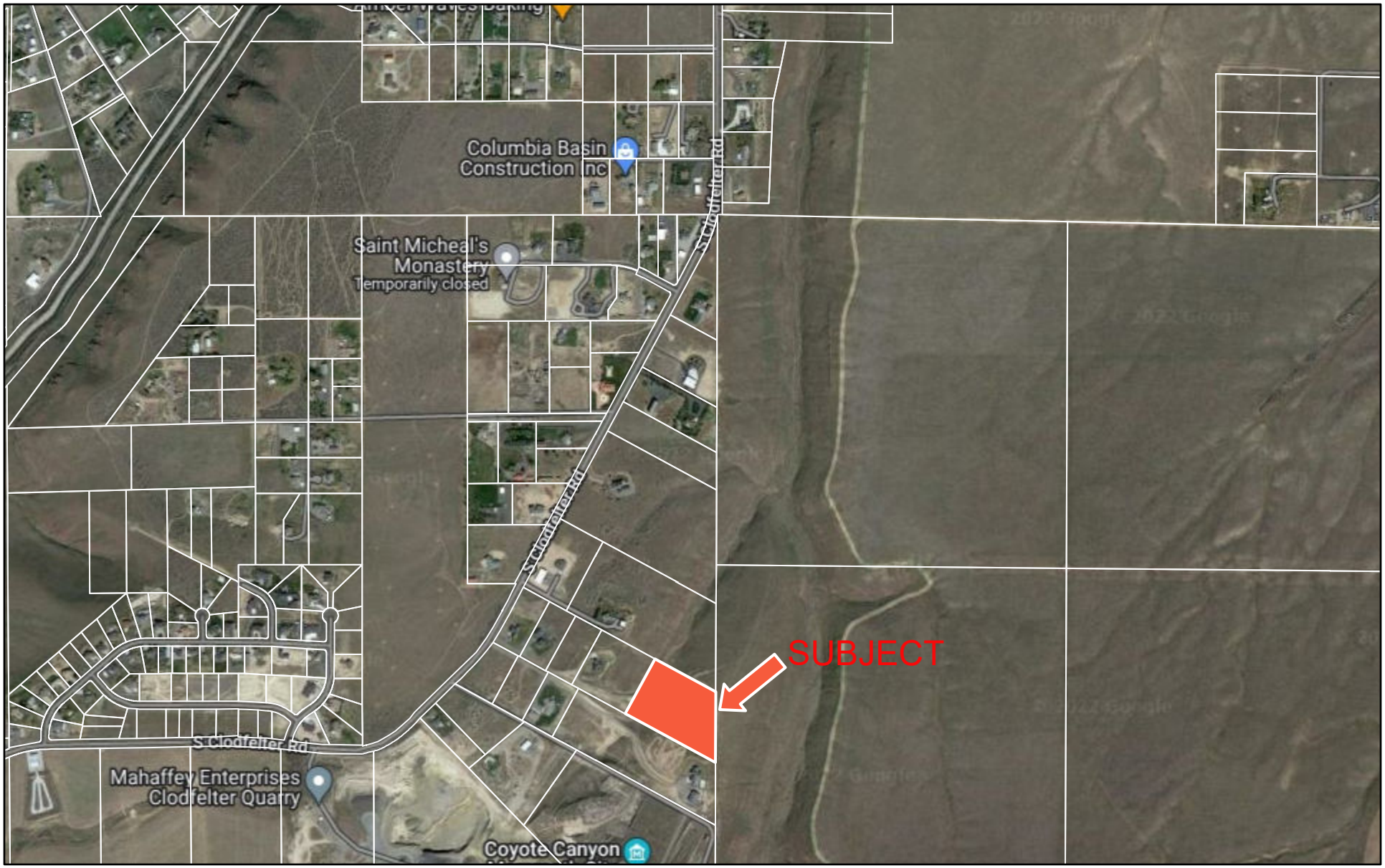
Recommendation

It is the recommendation of the Planning Division that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. The Planning Division, based on the information received thus far, is recommending approval of the proposed vacation of the turnaround for the thirty (30) foot access and utility easement located on Lot 2 of Short Plat 3608, with the condition that the applicant shall record a new turnaround for the access and utility easement, meeting the requirements of Benton County Code 3.18.045, on Lot 2 of Short Plat 3608. The applicant shall provide the Benton County Planning Division with a copy of the recorded document(s), prior to the signing of the resolution by the Board of County Commissioners. The document must be recorded within 1 year of the date of approval by the Benton County Board of Commissioners or this approval will be null and void.

Suggested Motion

I move to approve the vacation of the turnaround for the thirty (30) foot access and utility easement located on Lot 2 of Short Plat 3608, as described in the Planning Division's recommendation with the condition that the applicant shall record a new turnaround for the access and utility easement with the Benton County Auditor.

SPV 2022-003 Vicinity Map



9/30/2022, 8:57:41 AM

Parcels_and_Assess_3424

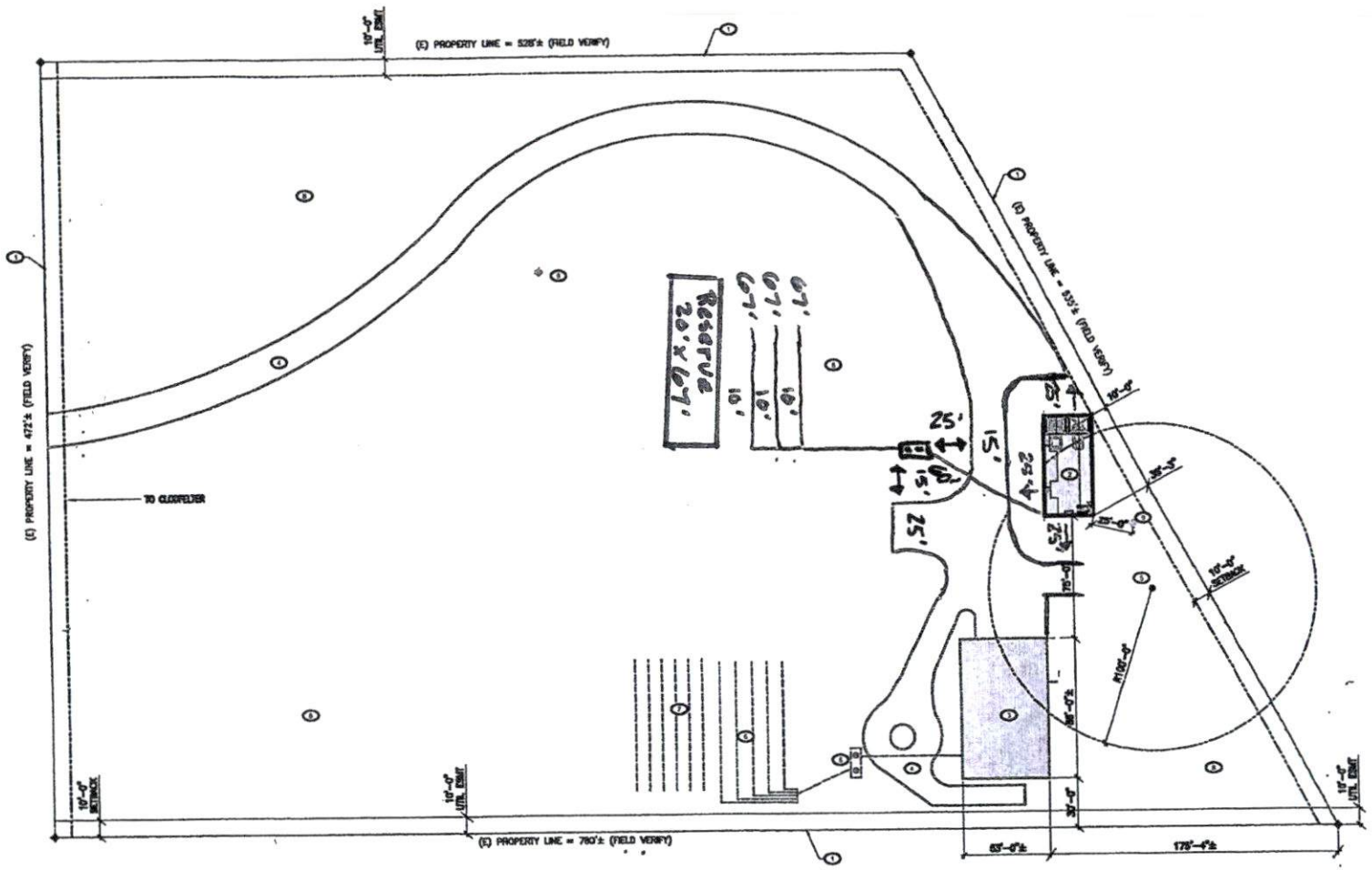
1:18,056

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Google Inc

RECEIVED
OCT 19 2022
Benton Co. Planning Dept.



NORTH

1 SITE PLAN
SCALE: 1"=30'

KEYED NOTES:	
1	PROPERTY LINE, VERIFY WITH OWNER/CONTRACTOR
2	PROPOSED DETACHED GARAGE/ADU, CONTRACTOR TO VERIFY EXACT LOCATION
3	EXISTING HOME TO REMAIN
4	EXISTING CONCRETE DRIVEWAY
5	EXISTING WELL, CONTRACTOR TO VERIFY EXACT LOCATION
6	EXISTING SEPTIC SYSTEM, CONTRACTOR TO VERIFY EXACT LOCATION
7	EXISTING SEPTIC RESERVE, CONTRACTOR TO VERIFY EXACT LOCATION
8	EXISTING LANDSCAPE
9	EXISTING POWER, CONTRACTOR TO VERIFY EXACT LOCATION

GENERAL SITE LEGEND:	
W	CITY WATER CONNECTION/ WELL (DOMESTIC WATER SUPPLY)
	CITY ELECTRICAL CONNECTION (CONTRACTOR TO VERIFY)
	CITY SEWER CONNECTION/ SEPTIC
	NATURAL GAS/PROPANE CONNECTION
	CONTRACTOR TO VERIFY EXACT LOCATION OF UTILITIES PRIOR TO START OF PROJECT

GENERAL SITE NOTES:	
1	CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIER ANY CONSTRUCTION
2	CONTRACTOR TO FIELD VERIFY ALL SITE PLAN DIMENSIONS AND ACT ACCORDINGLY
3	(E) UTILITIES TO REMAIN, BEFORE DIGGING PLEASE CALL LICENSED COMPANY TO FIELD VERIFY ANY (E) ITEMS BELOW GROUND (CALL 811 BEFORE ANY DIGGING)

APRIL 20, 2022

RECORDED NOTICE: USE OF THESE PLANS, WITHOUT EXPRESS PERMISSION OF DESIGN HOME AND PERMIT IS A COPYRIGHT VIOLATION. WHICH MAY SUBJECT THE USER TO LIABILITY. UNDER MAIN STATE AND FEDERAL LAW. THE RECEIVING PARTY IS LICENSED A SINGLE SET OF THESE PLANS.

EVANS RESIDENCE
DETACHED GARAGE
111512 E RUBICON PRSE
PASCO, WA

HOME MADE
CUSTOM HOME DESIGN & DRAFTING

REVISION	BY	DATE

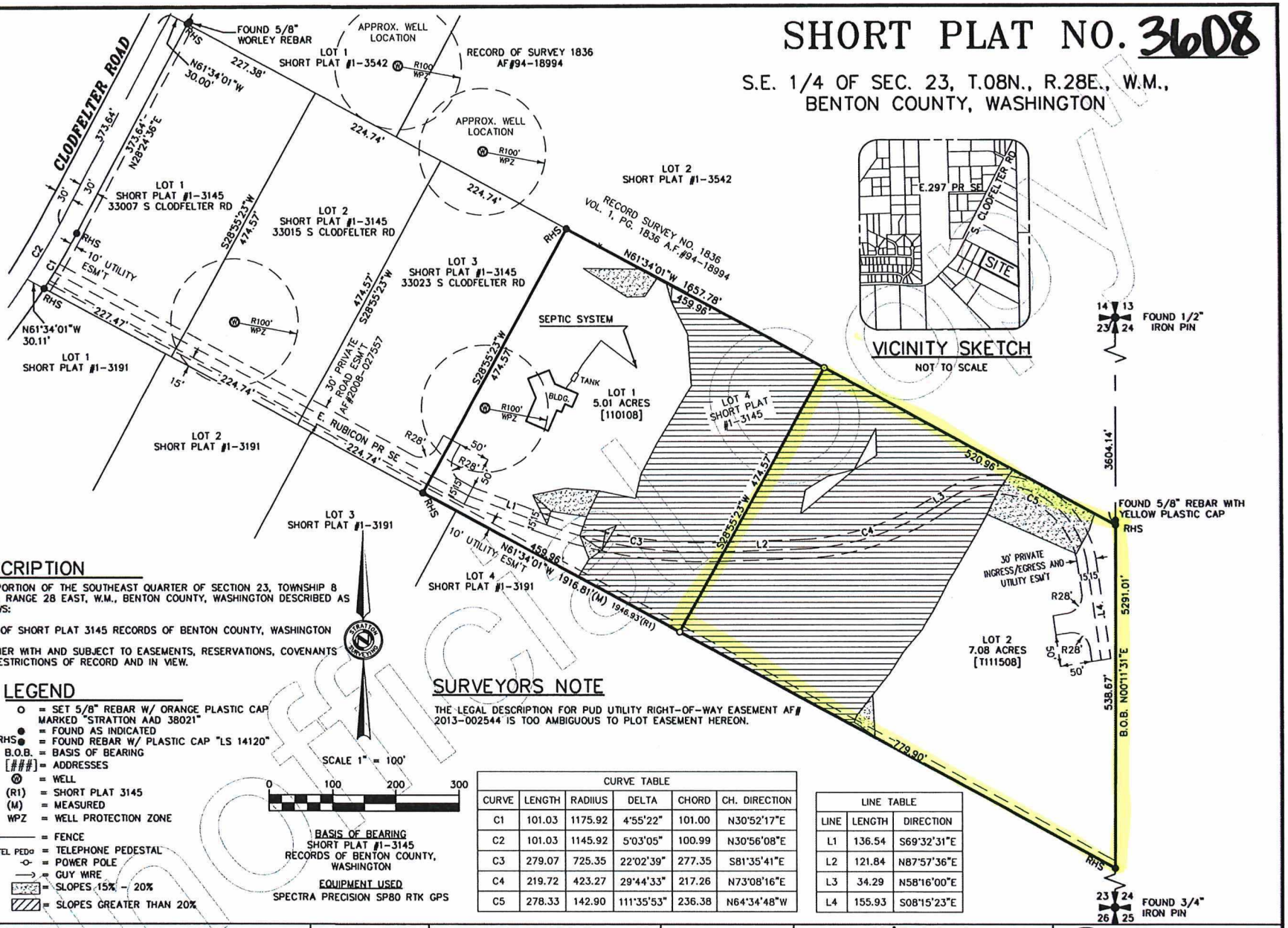
DATE:
BY:
CHKD:
JOB #:
LOT #:
BLK #:
SUBD:
ADD:

SITE PLAN

SHEET NO.:
A-101

SHORT PLAT NO. 3608

S.E. 1/4 OF SEC. 23, T.08N., R.28E., W.M.,
BENTON COUNTY, WASHINGTON



VICINITY SKETCH

NOT TO SCALE

DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

LOT 4 OF SHORT PLAT 3145 RECORDS OF BENTON COUNTY, WASHINGTON

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW.

LEGEND

- O = SET 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- ● = FOUND AS INDICATED
- RHS● = FOUND REBAR W/ PLASTIC CAP "LS 14120"
- B.O.B. = BASIS OF BEARING
- [###] = ADDRESSES
- Ⓦ = WELL
- (R1) = SHORT PLAT 3145
- (M) = MEASURED
- WPZ = WELL PROTECTION ZONE
- = FENCE
- TEL PEDσ = TELEPHONE PEDESTAL
- -o- = POWER POLE
- = GUY WIRE
- = SLOPES 15% - 20%
- = SLOPES GREATER THAN 20%

SCALE 1" = 100'

0 100 200 300

BASIS OF BEARING
SHORT PLAT #1-3145
RECORDS OF BENTON COUNTY, WASHINGTON

EQUIPMENT USED
SPECTRA PRECISION SP80 RTK GPS

SURVEYORS NOTE

THE LEGAL DESCRIPTION FOR PUD UTILITY RIGHT-OF-WAY EASEMENT AF# 2013-002544 IS TOO AMBIGUOUS TO PLOT EASEMENT HEREON.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH. DIRECTION
C1	101.03	1175.92	4°55'22"	101.00	N30°52'17"E
C2	101.03	1145.92	5°03'05"	100.99	N30°56'08"E
C3	279.07	725.35	22°02'39"	277.35	S81°35'41"E
C4	219.72	423.27	29°44'33"	217.26	N73°08'16"E
C5	278.33	142.90	111°35'53"	236.38	N64°34'48"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	136.54	S69°32'31"E
L2	121.84	N87°57'36"E
L3	34.29	N58°16'00"E
L4	155.93	S08°15'23"E

SURVEYOR'S CERTIFICATE

I, AARON A DYCK, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN IS BASED UPON ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE HEREON CORRECTLY SHOWN AND THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN ON THE MAP.

AARON A. DYCK LS38021 — DATE 06/13/2019

AARON A. DYCK — STATE OF WASHINGTON — 38021 — REGISTERED PROFESSIONAL LAND SURVEYOR
06/13/2019

SHORT PLAT FOR

AMY EVANS

INDEX

¼ ¼	SEC	T.	R.
	23	08N	28E

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 14th DAY OF June, 2019 AT 8 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 01 OF SHORT PLATS PAGE 3608, AT THE REQUEST OF AARON A. DYCK, P.L.S.

Brenda Chilton
BENTON COUNTY AUDITOR
DEPUTY

INDEX NO.
2019-015983
FEE NO.

STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

5223SP1A.DWG	© 2019
DATE: 06/13/19	SHT. 1 OF 2
DRAWN BY: DEB	JOB # 5223

2019-015983 Bk: 01 Pg: 3608 SP
06/14/2019 02:09:39 PM
Benton County, WA
Benton County Auditor's Office

SHORT PLAT NO. 3608

S.E. 1/4 OF SEC. 23, T.8N., R.28E., W.M.,
BENTON COUNTY, WASHINGTON

NOTES

1. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS, AND MAINTENANCE BY SHORT PLATTED PROPERTY'S CURRENT UTILITY PROVIDER. SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS, AND MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE, AND ANY OTHER DEFINED UTILITIES, TO AND OR THROUGH SAID TRACT.

2. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE SHORT PLAT IS DETERMINED.

3. BENTON COUNTY IS NOT RESPONSIBLE FOR CONSTRUCTION AND/OR MAINTENANCE OF ANY PRIVATE ROAD EASEMENTS.

4. PRIOR TO THE GRANTING OF A BUILDING OR FACTORY ASSEMBLED STRUCTURE (FAS) PERMIT FOR EACH LOT BY THE COUNTY, THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST COMPLY WITH RCW 90.44.050 AS CURRENTLY EXISTING AND HEREAFTER AMENDED, REGARDING PUBLIC GROUND WATER. THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST DEMONSTRATE THAT POTABLE WATER IS LEGALLY AVAILABLE BY PRESENTING: (A) EVIDENCE OF A VALID WATER RIGHT PERMIT FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE PROPOSED WELLS FOR EACH LOT; (B) A WATER WELL REPORT FILED AND RECEIVED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR AN EXEMPTED WELL THAT COMPLIES WITH THE 5,000 GALLON PER DAY EXEMPTION DESCRIBED IN RCW 90.44.050 AS CURRENTLY EXISTING AND HEREAFTER AMENDED,; OR (C) A WRITTEN APPROVAL OF THE WASHINGTON STATE BOARD OF HEALTH THAT A GROUP (A) OR GROUP (B) PUBLIC WATER SUPPLY SYSTEM HAS BEEN INSTALLED AND IS AVAILABLE FOR PROVIDING POTABLE WATER TO THE LOT.

5. ALL STRUCTURES MUST BE AT LEAST 25' BACK FROM ALL PRIVATE ROAD EASEMENTS.

6. NO BUILDING OR F.A.S. OCCUPANCY PERMIT SHALL BE ISSUED UNTIL THE PRIVATE ROAD EASEMENT HAS BEEN IMPROVED FROM THE COUNTY, CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS REQUESTED, TO THE STANDARD PROVIDED IN B.C.C. 3.18.

7. NO BUILDING PERMIT OF FAS PERMIT WILL BE ISSUED FOR ANY LOT WITHIN THIS SHORT PLAT UNTIL A ROAD APPROACH PERMIT HAS BEEN OBTAINED FROM THE BENTON COUNTY ROAD DEPARTMENT.

8. THE LOTS WITHIN THIS SHORT PLAT HAVE SPECIFIC LIMITATIONS AND/OR RESTRICTIONS FOR THE PLACEMENT OF ON-SITE SEWAGE DISPOSAL SYSTEMS. THE BENTON-FRANKLIN HEALTH DISTRICT SHOULD BE CONTACTED FOR FURTHER INFORMATION.

9. PORTIONS OF THIS SHORT PLAT ARE LOCATED WITHIN A CRITICAL RESOURCE AREA CLASSIFIED AS GEOLOGICALLY HAZARDOUS (STEEP SLOPES GREATER THAN 15%). PLEASE CONTACT THE BENTON COUNTY PLANNING DEPARTMENT FOR MORE INFORMATION.

10. THIS PROPERTY IS IN OR WITHIN 500 FEET OF LANDS ZONED GMA AGRICULTURE. AT VARIOUS TIMES OF THE DAY OR NIGHT, A VARIETY OF COMMERCIAL FARMING ACTIVITIES MAY OCCUR.

11. ALL LOTS WITHIN THIS DEVELOPMENT ARE COLLECTIVELY LIMITED TO A MAXIMUM WITHDRAWAL OF 5,000 GALLONS PER DAY FOR DOMESTIC USE FROM ALL INDIVIDUAL EXEMPT WELLS FOR THE LIFE OF THE DEVELOPMENT. ADDITIONALLY, ALL LOTS ARE COLLECTIVELY LIMITED TO NO MORE THAN 1/2 OF NON-COMMERCIAL LAWN OR GARDEN FOR THE LIFE OF THE DEVELOPMENT IF IRRIGATION IS TO BE PROVIDED TO THE LOTS BY THE PERMIT EXEMPT WELL(S) (1/2 ACRE TOTAL OF NON-COMMERCIAL LAWN OR GARDEN FOR ALL LOTS WITHIN THE DEVELOPMENT CUMULATIVELY, NOT 1/2 ACRE PER LOT). HOWEVER, MORE RESTRICTIVE WATER WITHDRAWAL LIMITS MAY BE IMPOSED, ABOVE AND BEYOND THE 5,000 GALLON A DAY LIMITATION AND THE 1/2 ACRE OF NON-COMMERCIAL LAWN OR GARDEN, AS PART OF THE COUNTY'S RURAL WATER SUPPLY PROGRAM.

12. THIS SHORT PLAT IS NOT LOCATED WITHIN AN IRRIGATION DISTRICT.

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN HEREON, AND DEDICATED TO THE PUBLIC ALL EASEMENTS AND STREET RIGHTS-OF-WAY SHOWN HEREON.

STEVEN ANGLESEY EILEEN ANGLESEY

ACKNOWLEDGEMENT

STATE OF Washington

COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT STEVEN ANGLESEY AND EILEEN ANGLESEY, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED ON THIS INSTRUMENT.

DATE: 6/13/19

Savana Parke 8-29-2020

NOTARY PUBLIC MY APPOINTMENT EXPIRES

SAVANA PARKE NOTARY PUBLIC 186667 COMMISSION EXPIRES 8-29-20 STATE OF WASHINGTON

NOTARY STAMP
BLACK INK ONLY

APPROVALS

THIS SHORT PLAT IS HEREBY APPROVED BY THE BENTON COUNTY ROAD DEPARTMENT AND ALL DEDICATIONS OF PUBLIC RIGHT-OF-WAY AND/OR EASEMENTS SHOWN HEREON (IF ANY) ARE ACCEPTED FOR THEIR INTENDED USE.

ENGINEER, BENTON COUNTY 6/14/19 DATE

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, WASHINGTON.

Greg Wendt for Jerrod MacPherson 6/14/19

BENTON COUNTY SHORT PLAT ADMINISTRATOR DATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2019 PARCEL NO. 123884013145004

Heather Hutchison for Kenneth Spencer 6/14/19

TREASURER, BENTON COUNTY DATE

AARON A. DYCK STATE OF WASHINGTON 38021 REGISTERED PROFESSIONAL LAND SURVEYOR

cc 6/13/2019

SHORT PLAT FOR

AMY EVANS

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 14th DAY OF June, 2019 AT 8 MINUTES PAST 2 P.M. AND RECORDED IN VOLUME 01 OF SHORT PLATS PAGE 3608, AT THE REQUEST OF AARON A. DYCK, P.L.S.

Brenda Chilton
BENTON COUNTY AUDITOR INDEX NO.

DEPUTY 2019-015983
FEE NO.

STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

5223SP1A.DWG	© 2019
DATE: 06/13/19	SHT. 2 OF 2
DRAWN BY: DEB	JOB # 5223

unofficial copy

Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

SHORT PLAT VACATION APPLICATION

RECEIVED
SEP 20 2022
Benton Co. Planning Dept.

Application No. SPV 2022-003

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☒ **Applicant/Agent**: ADAM EVANS

Mailing Address: 111512 E. RUBICON PRSE City: Kennewick

State: WA ZIP: 99338 Phone: (509) 308-5449 Work: (509) 783-7242

Email Address: aevanscvcc@gmail.com

Signature: [signature] Date: 9/2/22

☐ **Property Owner(s)** *(if different)*: _____

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Work: _____

Email Address: _____

Signature: _____ Date: _____

Signatures of Persons with Additional Ownership Interest:

Print Name	Signature	Date
AMY EVANS	[signature]	9/2/22
ANTHONY VERRET	[signature]	9/2/22
CANDACE VERRET	[signature]	9/2/22

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

Applicant/Legal Owner: ADAM EVANS

Officer name: _____

Title: _____

Signature: [signature] Date: 9/2/22

THE ABOVE SIGNED OFFICER OF N/A *(name of entity)*

WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ *(name of applicant)* TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

PARCEL INFORMATION

1. **Subject property address:** 111512 E. Rubicon Place

   City: Kennewick **State:** WA **ZIP:** 99338

2. **Parcel number:** 1 - 238 - 401 - 3608 - 002 **3. Acreage:** 7.09

4. **Present use of property:** Residential

5. **Access:** ☐ County Road ☐ State Road/Highway ☒ Private Road

6. **Utilities:** *Power:* ☒ Benton PUD ☐ Benton REA

   Sewer: ☒ Septic Tank ☐ City Sewer: *(Provider)* _____

   Water: ☒ Individual Wells ☐ One well serving 2-4 lots ☐ One well serving 5+ lots

   ☐ Private System *(Provider & Address)* _____

   ☐ City System *(Provider)* _____

   Gas: ☒ No ☐ Yes: *(Provider)* _____

   Cable: ☒ No ☐ Yes: *(Provider)* _____

   Phone: ☒ No ☐ Yes: *(Provider)* _____

   Irrigation: ☒ No ☐ Private ☐ District: *(Provider)* _____

REQUEST DESCRIPTION

7. **Describe the proposed portion of the plat to be vacated:** upper east side of easement by proposed ADU to be moved 45-50 ft west to place ADU for easement purpose.

8. **List other parcels that may be affected by this request:** 1238840 1360800 1 Parcels

9. **Give a detailed explanation for the vacation request:** for ADU easement

(FOR STAFF USE ONLY)

Application Complete: Y N

Critical Areas: N Y: _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

1:35

Inbox 5 Messages

AE **Adam Evans** Thursday
Yep. From Dr. Adam Evans Columbia...

Siri Found a Contact
Tina Glines
glinest@bentonpud.org
Add

TG **Tina Glines** 6:27 AM
To: Adam Evans >

RE: [E] easement change

This has no impact on your power, please let me know if three is something else you need from us.

Thank you,

Tina Glines
Distribution Design Technician
(509) 582-1241

BENTON P·U·D

From: Adam Evans <aevanscvcc@gmail.com>
Sent: Thursday, September 15, 2022 3:49 PM
To: Tina Glines <glinest@bentonpud.org>
Subject: Re: [E] easement change

Yep.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 1, 2022 **Memo Date:** October 18, 2022
Subject:	Short Plat Vacation – SPV 2022-002 by Knutzen Engineering for Summit Storage
Presenter:	Michelle Cooke, Planning Manager
Prepared By:	Donna Hutchinson
Reviewed By:	Michelle Cooke
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

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

Summary / Background Information

On February 28, 2006, Short Plat 2932 was recorded under Auditor's File Number 2006-006201, creating three lots on W. 10th Avenue in the Kennewick area of unincorporated Benton County. The short plat also created a ten (10) foot utility easement on the east boundary of the short plat.

The applicant, Paul Knutzen of Knutzen Engineering on behalf of Summit Storage, is requesting the vacation of the ten (10) foot utility easement on the east boundary of Lot 2 of Short Plat 2932. The applicants are proposing to replace the vacated easement with a new utility easement to serve the future power needs of Lot 3. Owners of property within 300 feet of the subject parcel and all concerned agencies were notified of the proposed vacation and no objections or concerns have been received to date.

Fiscal Impact

Amount: None

Fund: None

Recommendation

It is the recommendation of the Planning Division that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. The Planning Division, based on the information received thus far, is recommending approval of the proposed vacation of the ten (10) foot utility easement on the east boundary of Lot 2 of Short Plat 2932, with the condition that the applicant shall record a new utility easement to serve the future power needs of Lot 3. The applicant shall provide the Planning Division with a copy of the recorded document, prior to the signing of the resolution by the Board of County Commissioners within 1 year of the date of this approval or the approval will be null and void.

Suggested Motion

I move to approve the vacation of the ten (10) foot utility easement on the east boundary of Lot 2 of Short Plat 2932, as described in the Planning Division's recommendation with the condition that a new utility easement for Lot 2 will be recorded with the Benton County Auditor.

SPV 2022-002 Vicinity Map



9/30/2022, 8:21:20 AM

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Google Inc

Road_6813

City Road

Gravel County Road

Paved County Road

Private Road

Parcels_and_Assess_3424

City_Limits_8028

Kennewick

Google Inc |

SHP 05-42

12-8-28

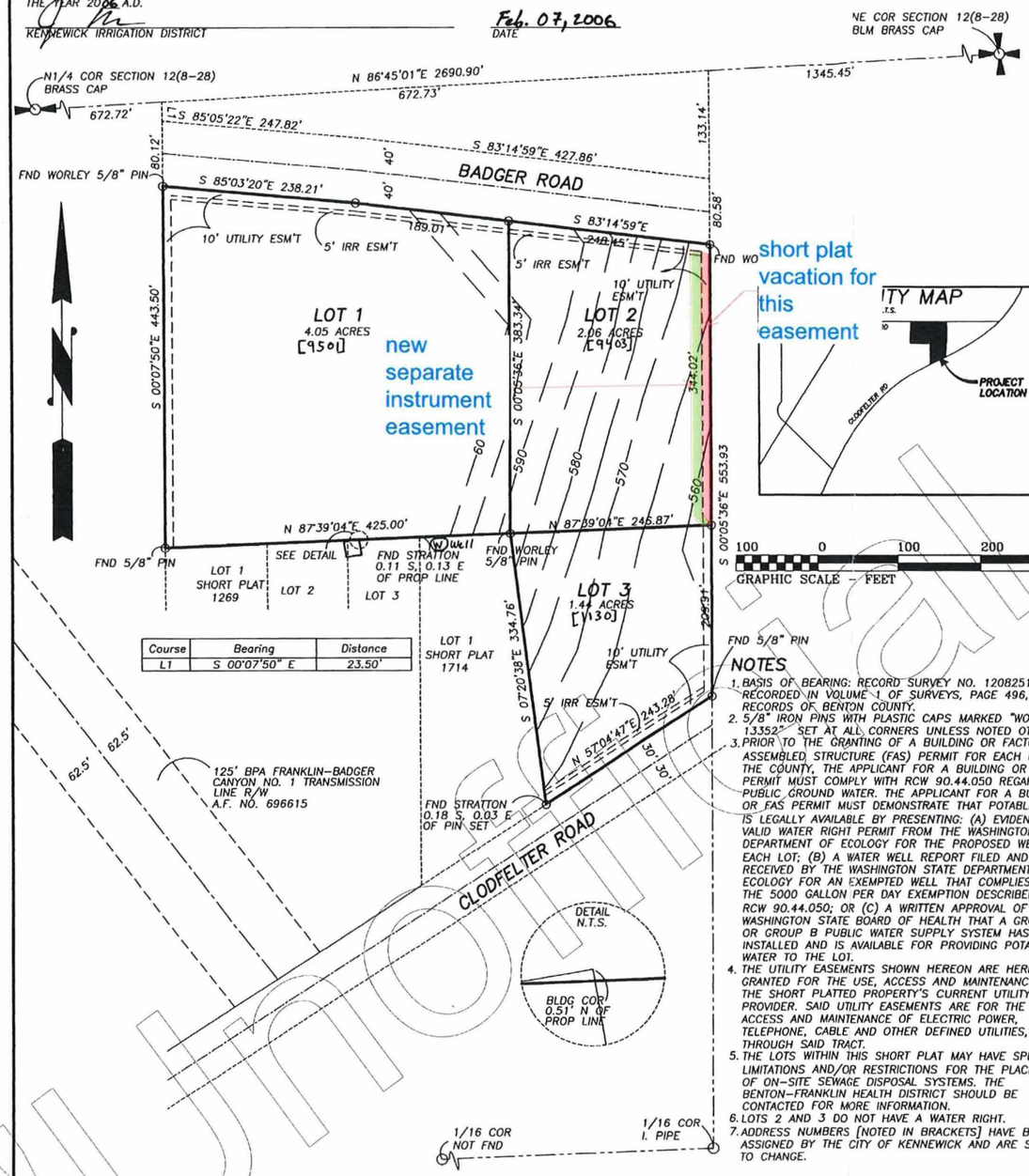
SHORT PLAT NO. 2932

PORTION E 1/2 NW 1/4 NE 1/4 SECTION 12, T. 8 N., R. 28 E., W.M.
BENTON COUNTY, WASHINGTON

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS SHORT PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATION OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 2006 A.D.

KENNEWICK IRRIGATION DISTRICT — DATE: Feb. 07, 2006



short plat vacation for this easement

new separate instrument easement

Course	Bearing	Distance
L1	S 00°07'50" E	23.50'

NOTES

1. BASIS OF BEARING: RECORD SURVEY NO. 12082511201 RECORDED IN VOLUME 1 OF SURVEYS, PAGE 496, RECORDS OF BENTON COUNTY.
2. 5/8" IRON PINS WITH PLASTIC CAPS MARKED "WORLEY 13352" SET AT ALL CORNERS UNLESS NOTED OTHERWISE
3. PRIOR TO THE GRANTING OF A BUILDING OR FACTORY ASSEMBLED STRUCTURE (FAS) PERMIT FOR EACH LOT BY THE COUNTY, THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST COMPLY WITH RCW 90.44.050 REGARDING PUBLIC GROUND WATER. THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST DEMONSTRATE THAT POTABLE WATER IS LEGALLY AVAILABLE BY PRESENTING: (A) EVIDENCE OF A VALID WATER RIGHT PERMIT FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE PROPOSED WELLS FOR EACH LOT; (B) A WATER WELL REPORT FILED AND RECEIVED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR AN EXEMPTED WELL THAT COMPLIES WITH THE 5000 GALLON PER DAY EXEMPTION DESCRIBED IN RCW 90.44.050; OR (C) A WRITTEN APPROVAL OF THE WASHINGTON STATE BOARD OF HEALTH THAT A GROUP A OR GROUP B PUBLIC WATER SUPPLY SYSTEM HAS BEEN INSTALLED AND IS AVAILABLE FOR PROVIDING POTABLE WATER TO THE LOT.
4. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS AND MAINTENANCE BY THE SHORT PLATTED PROPERTY'S CURRENT UTILITY PROVIDER. SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS AND MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE AND OTHER DEFINED UTILITIES, TO AND THROUGH SAID TRACT.
5. THE LOTS WITHIN THIS SHORT PLAT MAY HAVE SPECIFIC LIMITATIONS AND/OR RESTRICTIONS FOR THE PLACEMENT OF ON-SITE SEWAGE DISPOSAL SYSTEMS. THE BENTON-FRANKLIN HEALTH DISTRICT SHOULD BE CONTACTED FOR MORE INFORMATION.
6. LOTS 2 AND 3 DO NOT HAVE A WATER RIGHT.
7. ADDRESS NUMBERS [NOTED IN BRACKETS] HAVE BEEN ASSIGNED BY THE CITY OF KENNEWICK AND ARE SUBJECT TO CHANGE.

DESCRIPTION

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER of the Northeast quarter* OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY WASHINGTON.

EXCEPT THAT PORTION LYING SOUTH OF CENTER LINE OF CLODFELTER ROAD;

EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION 100 FEET, MORE OR LESS TO THE CENTER LINE OF CLODFELTER ROAD AND THE TRUE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION TO A POINT OF 652 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE THEREOF 425 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE THEREOF 394 FEET, MORE OR LESS, TO THE CENTER LINE OF CLODFELTER ROAD, TO THE TRUE POINT OF BEGINNING;

EXCEPT BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4 AS DELINEATED ON SHORT PLAT NO. 1269, RECORDED UNDER RECORDING NO. 866254, RECORDS OF SAID COUNTY; THENCE SOUTH 0°07'50" EAST ALONG THE EAST LINE OF SAID LOT 359.18 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 57°04'44" EAST ALONG THE NORHTERLY RIGHT-OF-WAY OF CLODFELTER ROAD 50 FEET; THENCE NORTH 7°20'38" WEST 334.75 FEET TO SAID TRUE POINT OF BEGINNING;

AND EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE NORTHERLY LINE OF BADGER ROAD, AS SAID ROAD IS PRESENTLY LOCATED. Except Badger Road and Clodfelter Road right of way.*

OWNER'S CERTIFICATE

WE, ROBERT A. CANNON AND LAURA L. CANNON, HUSBAND AND WIFE, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THE EASEMENTS ON THE SHORT PLAT ARE GRANTED FOR THE USES SHOWN THEREON.

Robert A. Cannon — ROBERT A. CANNON
Laura L. Cannon — LAURA L. CANNON

ACKNOWLEDGMENTS

STATE OF WASHINGTON
COUNTY OF BENTON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ROBERT A. CANNON AND LAURA L. CANNON SIGNED THIS INSTRUMENT AND ACKNOWLEDGE IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

Rose M Thompson — NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON — DATE: 1-30-06

MY APPOINTMENT EXPIRES 8-6-06

NOTARY PUBLIC STATE OF WASHINGTON — ROSE M. THOMPSON — COMMISSION EXPIRES AUGUST 6, 2006

SURVEYOR'S CERTIFICATE

I, DAVID G. CHRISTENSON, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES AND COURSES ARE CORRECTLY SHOWN AND THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN HEREON.

1/20/06 — DATE — WASHINGTON REG. NO. 13352

STATE OF WASHINGTON — 13352 — REGISTERED PROFESSIONAL LAND SURVEYOR

WORLEY SURVEYING SERVICE, INC., P.S.
P.O. BOX 6132
121 S. ELY STREET
KENNEWICK, WASHINGTON 99336
509-582-6716

APPROVALS

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON COUNTY SHORT PLAT ADMINISTRATOR — DATE: 2/28/06

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2006. 1-1288-100-0005-003

David A. Davidson by Kay Price — BENTON COUNTY TREASURER — DATE: 2/28/06

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ROBERT A. CANNON AT 21 MINUTES PAST 10 A.M., THIS 28 DAY OF February, 2006, AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2932 RECORDS OF BENTON COUNTY, WASHINGTON.

Bobbie Gagner by: Jill Price deputy auditor — BENTON COUNTY AUDITOR — FEE NUMBER 2006-006201

* Affidavit of Correction. Two additions to legal description. Filed under Auditor Fee # 2006-015745 on 5/19/2006. l.s.s.

05-023

UNOFFICIAL DOCUMENT

Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

RECEIVED
SEP 02 2022
Benton Co. Planning Dept.

SHORT PLAT VACATION APPLICATION

Application No. SPV 2022-002

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent**: Paul Knutzen (Knutzen Engineering)
Mailing Address: 5401 Ridgeline Drive Suite 160 City: Kennewick
State: WA ZIP: 99338 Phone: (509) 222-0959 Work:
Email Address: paul@knutzenengineering.com
Signature: Paul Knutzen Date: 9-1-22

☐ **Property Owner(s)** *(if different)*: Ben Matson (Matson Storage LLC)
Mailing Address: 253 Jackrabbit Lane City: Kennewick
State: WA ZIP: 99338 Phone: (509) 627-0575 Work:
Email Address: ben@ddtririvers.com
Signature: Date: 8/30/2022

Signatures of Persons with Additional Ownership Interest:

Print Name	Signature	Date
Robert A. Cannon	Robert A Cannon	8/30/22

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

Applicant/Legal Owner:
Officer name: Robert A. Cannon
Title: Trustee
Signature: Robert A Cannon Date: 8/30/22

THE ABOVE SIGNED OFFICER OF Cannon RLT 1/20/20 *(name of entity)*
WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ *(name of applicant)* TO SUBMIT THIS APPLICATION AND THAT THE ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

PARCEL INFORMATION

1. **Subject property address:** 9501 W. 10th Ave.

   City: Kennewick **State:** WA **ZIP:** 99338

2. **Parcel number:** 1-1288-101-2932-004 **3. Acreage:** 6.11

4. **Present use of property:** Storage Facility

5. **Access:** X County Road ☐ State Road/Highway ☐ Private Road

6. **Utilities:** *Power:* X Benton PUD ☐ Benton REA

   Sewer: ☐ Septic Tank X City Sewer: *(Provider)* City of Kennewick

   Water: ☐ Individual Wells ☐ One well serving 2-4 lots ☐ One well serving 5+ lots

   ☐ Private System *(Provider & Address)* _____

   X City System *(Provider)* City of Kennewick

   Gas: X No ☐ Yes: *(Provider)* _____

   Cable: X No ☐ Yes: *(Provider)* _____

   Phone: X No ☐ Yes: *(Provider)* _____

   Irrigation: ☐ No ☐ Private X District: *(Provider)* Kennewick Irrigation District

REQUEST DESCRIPTION

7. **Describe the proposed portion of the plat to be vacated:**

   The existing 10.0' utility easement on the east side of the property.

8. **List other parcels that may be affected by this request:**

   1-1288-101-2932-003

9. **Give a detailed explanation for the vacation request:**

   Asking to vacate the plat easement and in return grant a new separate instrument easement in a different location.

(FOR STAFF USE ONLY)

Application Complete: Y N

Critical Areas: N Y: _____ *Zoning:* _____

Reviewed by: _____ *Date:* _____

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

EXHIBIT #1

Paul Knutzen

From: Shanna Everson <eversons@bentonpud.org>
Sent: Wednesday, August 17, 2022 11:06 AM
To: Paul Knutzen
Subject: RE: [E] RE: BC Plat Vacation (Easement Only?)

BPUD is fine with the utility easement being vacated as long as we get a new utility easement to feed lot three in the future if needed. Let me know if you need anything else.

Thanks,

Shanna Everson
Distribution Design Tech 2
509-585-5367

From: Paul Knutzen <paul@knutzenengineering.com>
Sent: Wednesday, August 17, 2022 11:02 AM
To: Shanna Everson <eversons@bentonpud.org>
Subject: [E] RE: BC Plat Vacation (Easement Only?)

[EXTERNAL EMAIL]

From: Paul Knutzen
Sent: Wednesday, August 17, 2022 10:59 AM
To: Shanna Everson <eversons@bentonpud.org>
Cc: Brendan Knutzen <brendan@knutzenengineering.com>
Subject: FW: BC Plat Vacation (Easement Only?)

Would PUD object to this?

From: Paul Knutzen
Sent: Wednesday, August 17, 2022 9:07 AM
To: Brenton Griffin (bgriffin@rogerssurveying.com) <bgriffin@rogerssurveying.com>
Subject: BC Plat Vacation (Easement Only?)

Paul Knutzen, P.E., LEED AP BD+C
Principal Engineer
O: 509.222.0959

EXHIBIT #2

Paul Knutzen

From: Ross, Christy <christy.ross@ziply.com>
Sent: Thursday, August 18, 2022 3:33 PM
To: Paul Knutzen
Subject: RE: BC Plat Vacation (Easement Only?)
Attachments: 2006_006201.pdf

Paul,

We see no issue. Please proceed.

Thank you

Christy Ross
Network Engineering
(Northwest) Ziply Fiber
(509)736-3723
Christy.ross@ziply.com
ziplyfiber.com
I Can Help You!



From: Paul Knutzen <paul@knutzenengineering.com>
Sent: Wednesday, August 17, 2022 2:58 PM
To: Ross, Christy <christy.ross@ziply.com>
Subject: FW: BC Plat Vacation (Easement Only?)

WARNING: External email. Please verify sender before opening attachments or clicking on links.

From: Paul Knutzen
Sent: Wednesday, August 17, 2022 10:59 AM
To: Shanna Everson <eversons@bentonpud.org>

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/25/2022 BC 11/1/2022
Subject:	LIT's to change a Probation Manager to Probation Asst Manager
Presenter:	D. Wheeler, Judge Stam and Carlee Nave (HR Manager)
Prepared By:	C. Garcia
Reviewed By:	BC Human Resources

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

Due to current department needs and to be more efficient, by collapsing the community supervision unit and the intervention unit into one unit. The Juvenile Court Administrator working with the Human Resource department, is requesting to change a vacant Probation Manager position to a Probation Assistant Manager. In the future, upon review of the department needs and staff qualifications, the Juvenile Court Administrator, may request to promote a Probation Assistant Manager to a Probation Manager with board approval given the line item is budgeted for a Probation Manager.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners and the Board of Franklin County Commissioners sign the Resolution and the LIT's to change position 51603 to a Probation Assistant Manager with the option to promote a Probation Assistant Manager to a Probation Manager with board approval.

Suggested Motion

I move to approve the Bi-county resolution changing position 51603 from a Probation Manager, bi-county non-bargaining grade 14, to a Probation Assistant Manager bi-county non-bargaining grade 11.

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 CHANGING A VACANT PROBATION MANAGER POSITION TO A PROBATION ASSISTANT MANAGER.

WHEREAS, Benton Franklin Counties Juvenile Court has evaluated their current needs and requests to change a vacant Probation Manager position, bi-county non-bargaining grade 14, to a Probation Assistant Manager, bi-county non-bargaining grade 11, with the option to promote in the future with board approval.

WHEREAS, no additional funding will be requested for a Probation Manager position **NOW, THEREFORE**

BE IT RESOLVED, position 51603, a vacant Probation Manager position, bi-county non-bargaining grade 14, will be changed to a Probation Assistant Manager, bi-county non-bargaining grade 11.

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 (3) BC HR, BC Auditor, Juvenile C.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	51603	Probation Manager	$72,035	5271000	51603	Probation Assistant Manager	$72,035
TOTAL			$72,035	TOTAL			$72,035

Explanation:

2021-2022 Budget: Changing a vacant Probation Manager position (Bi-County non-barg grade 14) to a Probation Assistant Manager (Bi-County Non-barg grade 11) with the option to change back with board approval when necessary. In looking at the departments current staffing needs, it would be more efficient to have a Probation Assistant Manager at this time.

Prepared by: Crystal Garcia Date: 10.12.2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

EXHIBIT "B"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Contract -Fee for Service Dept Nbr: 173

Fund Name: Juvenile Center Fund Nbr: 1150

TRANSFER FROM: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5274000	51603	Probation Manager	$3
TOTAL			$3

TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5274000	51603	Probation Assistant Manager	$3
TOTAL			$3

Explanation:

2021-2022 Budget: Changing a vacant Probation Manager position (Bi-County non-barg grade 14) to a Probation Assistant Manager (Bi-County Non-barg grade 11) with the option to change back with board approval when necessary. In looking at the departments current staffing needs, it would be more efficient to have a Probation Assistant Manager at this time.

Prepared by: Crystal Garcia Date: 10.12.2022

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member