Jerome Delvin, *District 1*
Michael Alvarez, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Agenda – Board of County Commissioners

To view items in detail, click highlighted areas.

Regular Board of Commissioners Meeting
Tuesday, March 14, 2023 9:00 AM
Benton County Courthouse, Prosser, WA

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx (linked below):
https://www.co.benton.wa.us/agenda/commissioners

Call to Order

Pledge of Allegiance

Approval of Minutes: March 7, 2023

Review Agenda

Public Comment

To provide public comment, please come forward (if in-person), call 509-460-4941, or raise your hand in WebEx. Once called upon by the Chairman, state your name and address for the record and keep comments to 3 minutes or less.

Consent Agenda

Commissioners

a. Opioid Settlement Agreements w/Teva, Allergan, CVS, Walgreens and Walmart
b. Updating Signature on File for E911 Contract w/Washington State Military Department

Human Services

c. Agreement w/Safe Harbor Crisis Nursery for the Five-Year Homeless Housing Plan

Information Technology

d. Purchase of a 12-Month GrayKey Mobile Device Forensic Software License From Grayshift for the Sheriff's Office
e. Purchase of a Laptop, Thunderbolt 4 Dock & Laptop Accessories from Dell, Inc. for the Planning Dept.

Public Works

f. Appointments to the Solid Waste Advisory Committee
g. First Amended Agreement w/WA State Department of Ecology for the Solid & Moderate Risk Waste Program

Purchasing

h. Contract w/Qal-Tek Associates for Calibration of Two Nuclear Density Gauges for Public Works
i. Contract w/Intermountain Cleaning Services, Inc. for Janitorial Maintenance Services
j. Purchase of Motor Grader From Western States CAT & Surplus of Equipment #540 Motor Grader

k. Contract w/GMCO Corporation for Magnesium Chloride for Public Works

Risk Management

l. Washington Counties Risk Pool Appointments

Sheriff

m. Purchase of Four Stalker Lidar Handheld Units From Applied Concepts, Inc.

n. Surplus and Disposition of Personal Property

Scheduled Business

District Court Update ~ Judge Azure

County Wide Compensation Review Strategy ~ C Nave & J MacPherson

Other Business

Executive Session

Review Qualifications of An Applicant for Public Employment ~ R Guerrero

Adjournment

MINUTES

Draft

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, March 7, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Will McKay - Excused
Commissioner Jerome Delvin
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Marilu Flores

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Carlee Nave, HR Manager; Greg Wendt, Community Development Director; Clerk Josie Delvin; Robert Heard, IT Manager; Finance Manager Linda Ivey; DPA Stephen Hallstrom; Prosecuting Attorney Eric Eisinger; Sustainable Development Manager Adam Fyall; Auditor Brenda Chilton; Judy Docken, District Court; Amanda Watts, District Court Administrator/Trainee

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of February 23, 2023 and February 28, 2023 were approved.

Agenda Review

Greg Wendt, Community Development Director made the board and the public aware that the Planning Department inadvertently advertised a public hearing for today, March 7, 2023, but the actual public hearing would be taking place on March 21, 2023.

The following items were added to the agenda:

Other Business:
- Law and Justice Council Update
- Fire Station Purchase

Executive Session:
- Potential Litigation

Public Comment

Sherry Elizabeth Becker, Richland WA addressed the Board on an improper assessed classification of land and home per public recording #2000-028426 and said these issues needed to be worked out regarding her parcel. She further discussed her name being used on the parcel to which she did not consent. Ms. Becker said she has spoken to the Treasurer's Office. Commissioner Delvin indicated that the Board did not have authority over the Assessor's Office or Treasurer's Office and suggested she seek legal assistance. Commissioner Alvarez appreciated her comments and agreed for her to seek legal advice and reach out again to the Assessor and Treasurer.

Kat Espinda, Kennewick resident, said she was a child advocate and whistleblower and currently had a tort claim against the Richland School District. She addressed the children and vaccination sites and was children as well as adults getting sick. She wanted the Commissioners to do something about the Health District. Commissioner Delvin urged her to go to the Health District to address the Health Board.

Tina Gregory, in person at the Administration Building, spoke about in person voting with ID; vaccinations, war, censoring and exposing all lies of the evil ones.

Ron, via WebEx, discussed the need to redo the recycling in Kennewick as garbage was being thrown all over the place especially during winds. He also addressed vaccines giving CDC information. Commissioner Delvin urged him to contact the people who make those decisions on those issues and who have the decision making authority; those being senators, congress and state legislators.

Consent Agenda

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

CARES/CRRSAA

a. Line Item Transfer Within General Fund No. 0010, Dept. 139

Corrections

b. Agreement w/Ideal Option, PLLC for Medication Assisted Treatment @ the Jail

Human Resources

c. Crediting Mary Christen w/Total Years of Service for the Purposes of Vacation Accruals; Rescinding Resolution 2023-202

Human Services

d. 2nd Amended Agreement, 2020/23-CDBG-CV1 & CDBG-CV2, w/Benton-Franklin Community Action Committee for the WA State Community Development Block Grant
e. Agreement, 2022/2023-CDBG-CAC w/Benton-Franklin Community Action Committee for the WA State Community Development Block Grant
f. Agreement w/Domestic Violence Services of Benton & Franklin Counties for the Five-Year Homeless Housing Plan

Information Technology

g. One Year Addendum to Software Service Agreement w/JotForm Inc.
h. One Year Cyber Security Awareness Training Subscription w/KnowBe4

Office of Public Defense

i. Termination Notice of Sylvia Garza's Superior Court Interpreter Agreement

Planning

j. Short Plat Vacation – SPV 2022-003
k. Appointment of Robert Mendez to the Planning Commission

Purchasing

l. Rental of a Vactor Truck from Peters and Keatts Equipment for the Public Works Department
m. Contract w/Modus Technology, Inc. for Scanning & Indexing Historical Documents in the Auditor's Office

Sheriff

n. Accepting Grant Award from the WA Asso of Sheriffs & Police Chiefs for the Traffic Safety Grant
o. Purchase of a Bomb Squad Scanx Scout Digital Imaging System From Televere Systems, LLC

Sustainable Development

p. Letters of Intent for the Switzler Reservoir Water Storage Project

On-Call Deputy Coroner Pay

Human Resource Manager, Carlee Nave, presented on the on-call deputy coroner pay. Ms. Nave indicated that on-call pay for part-time deputy coroners filled on-call gaps in the schedules that are needed when a full-time coroner/deputy coroner was not available. Prior to 2023, the lead deputy coroner position was exempt from overtime and not eligible for any on-call pay. Now that the positions in non-exempt are eligible for overtime, she was requesting an update to the resolution to authorize on-call pay for any non-exempt employee of the Coroner's Office to ensure employees are equitably compensated for their on-call time.

MOTION: Commissioner Alvarez moved to approve the resolution establishing the on-call hourly rate for all non-exempt employees of the Coroner's Office. Commissioner Delvin seconded and upon vote, motion carried.

Reorganization of the Prosecuting Attorney's Office

Benton County Prosecuting Attorney, Eric Eisinger, came before the Board requesting approval of a reorganization within his office in an effort to improve efficiencies and to enhance operations. He indicated that the reorganization was within the General Fund and the Public Safety Tax Fund with the reorganization request as follows:

- Legal Secretary IV position being ended
- Decreasing the baseline to temporary help
- Reappropriating a current Legal Secretary IV position being paid 100% by the PST Fund to being funded 75% by the PST Fund and 25% by the General Fund

He added that he sees the best use was for salaries for felony attorneys as other counties were giving hiring bonuses to attract attorneys. Mr. Eisinger indicated this was budget neutral and had been vetted by Administration and the Finance Manager, Linda Ivey.

MOTION: Commissioner Alvarez moved to approve the Transfer of Funds within the General Fund, Fund 0010, Department 117 Prosecuting Attorney as presented. Commissioner Delvin seconded and upon vote, motion carried.

MOTION: Commissioner Alvarez moved to approve the Transfer of Funds within the Public Safety Tax Fund, Fund 1480, Department 117 Prosecuting Attorney as presented. Commissioner Delvin seconded and upon vote, motion carried.

Yakima Delta Restoration Project

Sustainable Development Manager, Adam Fyall, was seeking approval on a letter of comment on the environmental assessment and proposal by the US Army Corps of Engineers regarding the Bateman Island Causeway. Mr. Fyall had worked with Commissioners on the draft letter on Bateman Island and showed a slide showing a map identifying the flow of the Yakima River. He indicated that the Corps of Engineers was taking the lead and wanted Commissioner authorization to send out the support letter which commended the study team for its work, reinforced a long-standing position that the causeway should be breached in some fashion for the ecological benefit to the river system and specifically for migrating salmon, and raised concerns about the lack of a plan to provide public access to Bateman Island after the causeway is removed or to address impacts to the downstream marina. The letter is currently due March 10, 2023 with the possibility of getting an extension for the comment period. Mr. Fyall will track the deadline for additional submission on the comment period.

MOTION: Commissioner Delvin moved to approve sending the letter of comment regarding the Yakima Delta Restoration Project to the Corps of Engineers by Friday, March 10, 2023 unless there is an extension to the comment period. Commissioner Alvarez seconded and upon vote, motion carried.

Discussion: Commissioner Alvarez indicted that there was a lot to be addressed and appreciated Mr. Fyall's work.

Other Business

Law and Justice Council Update

Matt Rasmussen gave an update on the Law and Justice Council. Mr. Rasmussen indicated that he had previously asked commissioners for recommendations and questions to ask the Council. He reported on the following responses from the Law and Justice Council:

- Should the Public Safety Sales Tax (PSST) be renewed: Answer: Yes
- What has the revenue generated from the PSST been utilized for across the region since its inception? Answer: This information will be shared directly to the Deputy County Administrator via each jurisdiction.
- What is the recommended rate for the tax should it be renewed: Answer: Continue with 3/10 rate
- Should there be a sunset if the tax is renewed and, if so, what time frame should that be: Answer: Based on the jurisdictional continued need, the Council recommends no sunset; however, if Commissioners determine there is a need for a sunset, the Council recommends a 10 year sunset.
- Should costs related to SECOMM and regional 911 be included as eligible uses of the tax? If so, who contributes to SECOMM and how much? Answer: Yes, SECOMM and regional 911 should

be included as eligible uses of the tax. Individual jurisdictions can provide who and how much each contributes to the Deputy County Administrator.

Commissioner Alvarez asked whether the Council would be able to discuss the advocacy aspect and Mr. Rasmussen indicated that was outside the scope.

Purchase of Real Property Known As the Fire Station 3 Property

County Administrator MacPherson gave an update on the Purchase and Sale Agreement with the City of Kennewick known as the Fire Station 3. Mr. MacPherson indicated that the Purchase and Sales Agreement was executed on December 20, 2023 and the closing of that purchase is tentatively scheduled for mid to late March 2023. He was coming before the Board for approval to authorize him, the County Administrator, to sign any and all closing documents on behalf of the County in order to close the purchase of said real property.

MOTION: Commissioner Alvarez moved to authorize the County Administrator, Jerrod MacPherson, to sign any and all closing documents on the purchase of real property commonly known as the Fire Station 3 property, located at 7400 West Quinault Ave, Kennewick WA in accordance with the executed purchase and sale agreement signed on December 20, 2022 for the purchase of said real property from the City of Kennewick. Commissioner Delvin seconded and upon vote, motion carried.

Executive Session:

The Board went into an executive session to review performances of public employees at 9:42 am for up to 5 minutes with Eric Eisinger. Also present were Jerrod MacPherson, Matt Rasmussen, Carlee Nave and Marilu Flores.

The Board came out at 9:50 am. No decisions were made in executive session.

MOTION: Commissioner Alvarez moved to approve the salary request forms as presented for Andrew Clark, Brittnie Roehm, Michelle Morales, Joshua Lilly and Brandon Pang. Commissioner Delvin seconded and upon vote, the motion carried.

The Board went into an executive session for qualifications of a candidate for public employment at 9:51 am for up to 10 minutes with Commander Clarke and Lieutenant Erickson. Also present were Jerrod MacPherson, Matt Rasmussen, Carlee Nave and Marilu Flores.

The Board came out at 9:54 am. No decisions were made in executive session.

MOTION: Commissioner Alvarez moved to approve the salary request form as presented for Deputy Sheriff Efren Morfin. Commissioner Delvin seconded and upon vote, motion carried.

The Board went into an executive session for potential litigation at 9:54 a.m. for 15 minutes with DPA Steve Hallstrom. Also present were Jerrod MacPherson, Matt Rasmussen, Brenda Chilton, Carlee Nave and Marilu Flores.

The Board came out at 10:08 a.m. No decisions were made in executive session; but direction was given.

Tort Claim: CC 2023-06 Bryan Paul Hernandez was received 03/06/23

Accounts Payable
Check Date: 02/28/23
Warrants #243367
Total of Funds: $187.20

Transfers: 543
Total of all Funds: $-187.20

Check Date: 03/03/23
Warrants #243370-243424
Total of Funds: $413,037.10

EFT #331
Transfers #530-534, 540
Total of all Funds: $2,309.12

Resolutions

2023-209: Line Item Transfer Within General Fund No. 0010, Dept. 139
2023-210: Agreement w/Ideal Option, PLLC for Medication Assisted Treatment @ the Jail
2023-211: Crediting Mary Christen w/Total Years of Service for the Purposes of Vacation Accruals; Rescinding Resolution 2023-202
2023-212: 2nd Amended Agreement, 2020/23-CDBG-CV1 & CDBG-CV2, w/Benton-Franklin Community Action Committee for the WA State Community Development Block Grant
2023-213: Agreement, 2022/2023-CDBG-CAC w/Benton-Franklin Community Action Committee for the WA State Community Development Block Grant
2023-214: Agreement w/Domestic Violence Services of Benton & Franklin Counties for the Five-Year Homeless Housing Plan
2023-215: One Year Addendum to Software Service Agreement w/JotForm Inc.
2023-216: One Year Cyber Security Awareness Training Subscription w/KnowBe4
2023-217: Termination Notice of Sylvia Garza's Superior Court Interpreter Agreement
2023-218: Short Plat Vacation – SPV 2022-003
2023-219: Appointment of Robert Mendez to the Planning Commission
2023-220: Rental of a Vactor Truck from Peters and Keatts Equipment for the Public Works Department
2023-221: Contract w/Modus Technology, Inc. for Scanning & Indexing Historical Documents in the Auditor's Office
2023-222: Accepting Grant Award from the WA Asso of Sheriffs & Police Chiefs for the Traffic Safety Grant
2023-223: Purchase of a Bomb Squad Scanx Scout Digital Imaging System From Televere Systems, LLC
Letters of Intent for the Switzler Reservoir Water Storage Project
2023-224: On-Call Deputy Coroner Pay
2023-225: Line Item Transfer for the General Fund, Fund 0010, Department 117

2023-226: Line Item Transfer for the Public Safety Tax Fund, Fund 1480, Department 117
2023-227: Authorizing the County Administrator to Sign Closing Documents on the Purchase of Real Property Commonly Known as the Fire Station 3 Property

There being no further business before the Board, the meeting adjourned at approximately 10:08 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Authorizing Chairman to Sign Opioid Settlement Agreement Documents
Presenter:	
Prepared By:	Cami McKenzie
Reviewed By:	Jerrod MacPherson/Ryan Brown

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

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

PA Approval

No written PA approval, but DPA Ryan Brown has reviewed the Settlement Agreement documents.

Summary / Background Information

On August 23, 2022 the Board of Benton County Commissioners signed the Subdivision Settlement Participation Form and Allocation Agreement governing the allocation of funds paid by the settling Opioid distributors in Washington State as part of the settlement of Washington State v McKesson Corp et al, King County Superior Court Cause No. 19-2-06975-9.

Now the Attorney General has reached an agreement with Teva, Allergan, CVS, Walgreens, and Walmart.

Fiscal Impact

Recommendation

Recommend the Board approve the Resolution authorizing the Chairman to sign five (5) Participation Forms and Allocation Agreement II regarding subsequent settlements with Teva, Allergan, CVS, Walgreens, and Walmart.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN THE OPIOID SETTLEMENT AGREEMENTS WITH TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART

WHEREAS, on August 23, 2022 the Board of Benton County Commissioners signed the Subdivision Settlement Participation Form and Allocation Agreement governing the allocation of funds paid by the settling Opioid distributors in Washington State as part of the settlement of Washington State v McKesson Corp et al, King County Superior Court Cause No. 19-2-06975-9; and

WHEREAS, the Washington State Attorney General has reached agreements with Teva, Allergan, CVS, Walgreens, and Walmart regarding additional lawsuits; and

WHEREAS, Benton County is a non-litigating local government eligible to participate in these Settlement Agreements; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners hereby authorizes the Chairman to sign the five (5) Participation Forms and the Allocation Agreement II to participate in the settlements of lawsuits by the State against Teva, Allergan, CVS, Walgreens, and Walmart, attached hereto.

Dated this ..... day of ....., 2023.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: PA (R. Brown); Admin

C. McKenzie

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WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE ALLOCATION OF FUNDS PAID BY CERTAIN SETTLING OPIOID MANUFACTURERS AND PHARMACIES

JANUARY 27, 2023

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the "Allocation Agreement II") governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the "Settling Entities") in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State ("Local Governments") against the Settling Entities via the following settlements:

- Walmart Settlement Agreement dated November 12, 2022 and any subsequent amendments ("Walmart Settlement").
- Teva Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments ("Teva Settlement").
- Allergan Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments ("Allergan Settlement").
- CVS Settlement Agreement dated December 9, 2022 and any subsequent amendments ("CVS Settlement").
- Walgreens Settlement Agreement dated December 9, 2022 and any subsequent amendments ("Walgreens Settlement").

Collectively, the Walmart Settlement, the Teva Settlement, the Allergan Settlement, the CVS Settlement, and the Walgreens Settlement shall be referred to as "the Settlements". Each of the Settlements can be accessed at https://nationalopioidsettlement.com/. The terms and definitions of each of the respective Settlement are incorporated into this Allocation Agreement II, and any undefined terms in this Allocation Agreement II are as defined in the Settlements.

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.

2. This Allocation Agreement II shall become effective only if all of the following occur:

   A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.

   B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.

3. *Requirements to become a Participating Local Government*. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:

A. The Local Government must execute and return this Allocation Agreement II.

B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.

C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.

D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities ("MOU") agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a "Participating Local Government" for that Settlement. A Local Government can be a "Participating Local Government" for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the "Washington Abatement Amount":

A. For the Walmart Settlement, the State of Washington's allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.

C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.

D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.

E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.

6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").

7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is $150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives $1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.

9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.

10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:

    A. Fifty percent (50%) to the State of Washington ("State Share").

    B. Fifty percent (50%) to the Participating Local Governments ("LG Share").

11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.

12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:

    A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.

    B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.

    C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.

    D. The definition of "Settlement" in Section A.14 of the MOU shall mean

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the Settlements.

E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

> "If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel ("Regional OAC") as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension."

F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney's Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md- 02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the "GFF Administrator"), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General's Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.

G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall

be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.

H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions' contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives $1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is $150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government.
Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.

J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.

K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent

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(15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

L. To the extent there are any excess funds in the GFF, the GFF Administrator and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.

13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*

14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.

15. If any party to this Allocation Agreement II believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.

16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement II.

17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.

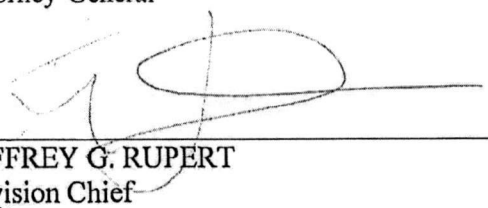
18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.

19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

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FOR THE STATE OF WASHINGTON:

ROBERT W. FERGUSON
Attorney General



JEFFREY G. RUPERT
Division Chief
Date: 1-27-23

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FOR THE PARTICIPATING LOCAL GOVERNMENT:

Benton County, WA
Reference Number: CL-393375

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form: Ryan K Barrons, DPA

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EXHIBIT 1
Subdivision Settlement Participation Form
(Exhibit K of the Walmart Settlement)

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EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form:
Ryan K Broom, DPA

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EXHIBIT 2
Subdivision Settlement Participation Form (Exhibit K of the Teva Settlement)

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

Exhibit K

Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form
Ryan X Brown, DPA

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EXHIBIT 3
Subdivision Settlement Participation Form (Exhibit K of the Allergan Settlement)

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EXHIBIT K

Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



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I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form:
Ryan K Brown

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EXHIBIT 4
Subdivision Settlement Participation Form (Exhibit K of the CVS Settlement)

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EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form:
Ryan K Brown, DPA

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EXHIBIT 5
Subdivision Settlement Participation Form (Exhibit K of the Walgreens Settlement)

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to form:
Ryan X Brown, DA

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EXHIBIT 6

One Washington Memorandum of Understanding Between Washington Municipalities

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ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "Allocation Regions" are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.

2. "Approved Purpose(s)" shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.

4. "Litigating Local Government(s)" shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

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5. "Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. "National Settlement Agreements" means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. "Opioid Abatement Council" shall have the meaning described in Section C below.

9. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate) or "Parties."

10. "Pharmaceutical Supply Chain" shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. "Qualified Settlement Fund Account," or "QSF Account," shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. "Regional Agreements" shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. "Settlement" shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. "Settlement" expressly does not include a plan of reorganization confirmed under Title 11of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

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15. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The "Washington State Accountable Communities of Health" or "ACH" shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the "County Total" line item in Exhibit B. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

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drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

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made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

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redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

i. Developing a methodology for obtaining proposals for use of Opioid Funds.

ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.

iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.

iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.

v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.

vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

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ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.

iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:

(i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
(ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
(iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.

iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.

v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.

vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.

vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

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6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq*. Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq*.

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

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Government Fee Fund ("GFF") shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the "Opioid Fee and Expense Committee") consisting of one representative of the following law firms: (a) Keller Rohrback L.LP.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments' private counsel's representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

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8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit "tax" imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP ("Common Benefit Tax"). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments' private counsel's representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

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shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

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This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____day of _____, 2022 by:

_____

Name & Title _____

On behalf of _____

4894-0031-1574, v. 2

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EXHIBIT A

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OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

   a. Medication-Assisted Treatment (MAT);

   b. Abstinence-based treatment;

   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

   e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

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or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

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3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

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4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

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17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

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4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

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5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

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b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

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H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

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PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

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strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
Adams County		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
Asotin County		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
Benton County		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
Chelan County		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
Clallam County		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

*** - Local Government appears in multiple counties

EXHIBIT B

County	Local Government	% Allocation
Clark County		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	County Total:	6.7812031452%
Columbia County		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	County Total:	0.0561699537%
Cowlitz County		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	County Total:	2.4720828165%
Douglas County		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	County Total:	0.4731986040%
Ferry County		
	Ferry County	0.1153487994%
	Republic	
	County Total:	0.1153487994%

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EXHIBIT B

County	Local Government	% Allocation
Franklin County		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	County Total:	0.7639293210%
Garfield County		
	Garfield County	0.0321982209%
	Pomeroy	
	County Total:	0.0321982209%
Grant County		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	County Total:	1.2010866076%

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EXHIBIT B

County	Local Government	% Allocation
Grays Harbor County		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	County Total:	1.2483954471%
Island County		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	County Total:	0.9331973041%
Jefferson County		
	Jefferson County	0.4417137380%
	Port Townsend	
	County Total:	0.4417137380%

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EXHIBIT B

County	Local Government	% Allocation
King County		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

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EXHIBIT B

County	Local Government	% Allocation
Kitsap County		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	County Total:	3.5635439479%
Kittitas County		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	County Total:	0.4811529598%
Klickitat County		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	County Total:	0.2211673457%
Lewis County		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	County Total:	1.2687367832%

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EXHIBIT B

County	Local Government	% Allocation
Lincoln County		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	County Total:	0.1712669645%
Mason County		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	County Total:	0.9329097900%
Okanogan County		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	County Total:	0.6145043345%
Pacific County		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	County Total:	0.4895416466%

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EXHIBIT B

County	Local Government	% Allocation
Pend Oreille County		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	County Total:	0.2566374940%
Pierce County		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkeson	
	County Total:	12.0345236870%
San Juan County		
	San Juan County	0.2101495171%
	Friday Harbor	
	County Total:	0.2101495171%

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EXHIBIT B

County	Local Government	% Allocation
Skagit County		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	County Total:	1.6910058544%
Skamania County		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	County Total:	0.1631931925%
Snohomish County		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	County Total:	11.8213083387%

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EXHIBIT B

County	Local Government	% Allocation
Spokane County		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	County Total:	8.8808245947%
Stevens County		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	County Total:	0.7479240179%
Thurston County		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	County Total:	3.3712525050%
Wahkiakum County		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	County Total:	0.0596582197%

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EXHIBIT B

County	Local Government	% Allocation
Walla Walla County		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	County Total:	0.8684638948%
Whatcom County		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	County Total:	2.3904469386%
Whitman County		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	County Total:	0.4841643328%

*** - Local Government appears in multiple counties

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EXHIBIT B

County	Local Government	% Allocation
Yakima County		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

*** - Local Government appears in multiple counties

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Exhibit C

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

KING COUNTY REGIONAL AGREEMENT

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

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EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[ ] Yes [ ] No

Governmental Entity: Benton County	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Benton County	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Benton County	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Benton County	State: WA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ] Yes [ ] No

Governmental Entity: Benton County	State: WA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



DocuSign Envelope ID: E19753E7-5ED1-4A04-9724-2C46C5D72C6C

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Update Signature on File for Previously approved E911 Contract #E23-003
Presenter:	
Prepared By:	Carole Cimrhakl, Benton County Emergency Services
Reviewed By:	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A Approve as part of Consent Agenda *(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 Washington State Military Department, through the State E-911 Coordinator's Office (SECO), coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse the County for eligible expenses from appropriated excise tax revenue retained in the state E-911 account.

For Benton County to be reimbursed for approved incurred eligible expenses as described in WAC 118-66-050 and E911 policies, Benton County has historically executed an annual Washington State E-911 Contract in support of Southeast Communications (SECOMM). Funds are provided for state-mandated travel, 911 Call Taker training, and for state programs and training that exclusively supports 911 in Benton County.

The Washington State Military Department, through the State E-911 Coordinator's Office (SECO) requires a new Signature Authorization Form (SAF) be completed when there are changes in staffing or responsibilities. With the Chairman of the Board of Benton County Commissioners changing from Commissioner Shon Small to Commissioner Will McKay, a new SAF needs to be completed. When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. Not having an updated signature can delay reimbursements.

Fiscal Impact

There is no fiscal impact.

Recommendation

Benton County Emergency Services recommends Benton County sign the updated Signature Authorization Form to allow timely reimbursements to the County for approved, incurred, eligible expenses as described in WAC 118-66-050.

Move to approve Chairman of the Benton County Board of Commissioners, Will McKay, sign the Signature Authorization Form to update the record on file for the previously approved E911 Contract #E23-003.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF UPDATING THE SIGNATURE ON FILE FOR CONTRACT #E23-003 BETWEEN BENTON COUNTY AND WASHINGTON STATE MILITARY DEPARTMENT FOR E911

WHEREAS, the Board of Commissioners of Benton County previously approved E911 Contract #E23-003 on August 2, 2022, between Benton County and Washington State Military Department; and

WHEREAS, the Chairman of the Board of Commissioners of Benton County is the signing authority on E911 Contract #E23-003; and

WHEREAS, the Chairman of the Board of Commissioners of Benton County at contract signing was Commissioner Shon Small; and

WHEREAS, the Washington State Military Department requires a new signature authorization form be signed when there are changes in staffing or responsibilities; and

WHEREAS, the current Chairman of the Benton County Commissioners Board is Commissioner Will McKay; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby approves the Chairman of said Board, William McKay, to sign the updated Signature Authorization Form for E911 Contract #E23-003; and

BE IT FURTHER RESOLVED the contract award remains unchanged from $55,141; and

BE IT FURTHER RESOLVED the performance period remains unchanged from July 1, 2022, and expires August 15, 2023.

Dated this . . . . . day of . . . . . , 20 . . . .

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: original copy

C. Cimrhakl

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT

CAMP MURRAY, WASHINGTON 98430-5122

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION	DATE SUBMITTED
BENTON COUNTY	*2/2/2023*
PROJECT DESCRIPTION	**CONTRACT NUMBER**
FY23 SECO County Coordinator Professional Development (CPD) Contract	E23 - 003

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Will McKay	Benton County Commissioner

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
Jay Atwood	Jay Atwood	BCES Director
R. Kim Lettrick	Kim Lettrick	Communications Manager

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
Jay Atwood	Jay Atwood	BCES Director
R. Kim Lettrick	Kim Lettrick	Communications Manager

Please complete form with any new contract or any time personnel changes.
Submit one original to State E911 Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Agreement #2023/24-HHAA-SHCN with Safe Harbor Crisis Nursery
Presenter:	
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

Benton County Department of Human Services would like to contract with Safe Harbor Crisis Nursery to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness.

The program will also provide overnight shelter for homeless teens, not to exceed 90 days, by providing immediate response to basic human needs, including safe cover at night until homeless teens have access to decent and safe housing. Provide support services including; meals, personal items, structured programs including activities and educational experiences.

Fiscal Impact

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154101 Homeless Housing and Assistance Fund, for a Consideration amount of $100,800.00.

Recommendation

- Sign the Resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING GRANT AGREEMENT #2023/24-HHAA-SHCN BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND SAFE HARBOR CRISIS NURSERY, TO ASSIST THE COUNTY WITH MEETING THE GOALS OF THE FIVE-YEAR HOMELESS HOUSING PLAN TO REDUCE HOMELESSNESS

WHEREAS, Benton County Department of Human Services would like to contract with Safe Harbor Crisis Nursery to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness; and

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

WHEREAS, The program will provide overnight shelter for teens, not to exceed 90 days, by providing immediate response to basic human needs, including safe cover at night until homeless teens have access to decent and safe housing. Provide support services including; meals, personal items, structured programs including activities and educational experiences; **NOW THEREFORE**,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Grant Agreement #2023/24-HHAA-SHCN between Benton County Department of Human Services and Safe Harbor Crisis Nursery, to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton County to reduce homelessness, for a consideration amount of $100,800.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on January 1, 2023 and shall expire on December 31, 2024.

Dated this . . . .day of . . . . . , 2023

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners D. Horton

Benton County
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2023/24 - HHAA – SHCN

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County"), and **Safe Harbor Crisis Nursery**, a non-profit corporation, with its principal offices at 1111 North Grant Place, Kennewick, WA 99336, (hereinafter "Contractor").

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

Contractor's Contact Information/Authorized Representative:
Sara Harpster, Executive Director
Safe Harbor Crisis Nursery
1111 North Grant Place
Kennewick, WA 99336
Phone: (509) 783-5734
Fax: (509) 783-5756
Email: SafeharborSara@gmail.com

Agreement Start Date ..... January 1, 2023
Agreement End Date ..... December 31, 2024
Unless this Agreement is terminated sooner as set forth herein.

Consideration..... Benton County $100,800

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

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

For the Contractor:

Sara Harpster
Title: Executive Director Date 2-16-23

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:
Department of Human Services

Approved as to Form:
Benton County Prosecutor's Office

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DEFINITIONS

1. DEFINITIONS

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

1.2. **Benton County Resident** means an individual who has spent, at a minimum 90-days prior to applying for assistance within Benton County.

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

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

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

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

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

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

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

- other activities to reduce and prevent homelessness as identified for funding in the Benton and Franklin Counties' 10-Year Homeless Housing and Assistance Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.21. **Personal Information** is information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social

security numbers, driver's license numbers, other identifying numbers, and any financial identifiers.

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

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

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

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

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

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

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

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

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

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

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

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

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

STATEMENT OF WORK

2. STATEMENT OF WORK

2.1. Benton County Homeless Housing and Assistance Program – Description: In consideration for the funding awarded in this Agreement, the Contractor agrees to assist the County with meeting the goals of the Five-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness as set forth below. The Contractor's activities are limited to those eligible activities identified in RCW 43.185C.050(2) and will be funded by the revenue source provided to the County pursuant to RCW 36.22.179(1). This Program shall serve the County's homeless who have resided in Benton County at least 90-days prior to applying for services, and who are found to meet the program's eligibility and documentation requirements.

2.2 SHELTER OPERATIONS

a. Program Overview:
This program consists of providing overnight shelter for homeless individuals between the ages of 13-20. Shelter vouchers for temporary, emergency, short-term rental assistance not to exceed 31 days. The Contractor may request an exemption to this guideline by submitting a written request to Benton County Department of Human Services for up to 14 additional days. The request for exemption must outline the extraordinary circumstance. The Contractor shall not issue shelter vouchers in excess of 31 days without written approval.

b. Component services and activities consist of:

- Using the centralized or coordinated assessment system
- Conducting the initial evaluation including verifying and documenting eligibility;
- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Providing ongoing risk assessment and safety planning with victims of violence, dating violence, sexual assault, and stalking; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

c. Shelter Operations:

- Shelter operations. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.
- Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible.

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

PERFORMANCE GOALS AND OUTCOMES

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

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

REPORTING AND DELIVERABLES

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

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

   7.1. **Supportive Service Report**:
   - HMIS documentation submitted with monthly billing

SPECIFIC TERMS AND CONDITIONS

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

9. **CLIENT ELIGIBILITY REQUIREMENTS**

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

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

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

11. **CLIENT RIGHTS**

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

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

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

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

13. **ORGANIZATIONAL DESIGN**: The Contractor shall document:
    - a written Performance Plan that describes the plan's mission, program objectives, expected outcomes, and how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance;
    - how staff training, experience, and expertise relate to the needs of participants and the program's mission;
    - that it is able to account for and manage public funds;

- an administrative/organizational structure that clearly defines responsibilities; and
- that it involves participants in policy development and the impact this has had on the program.

14. OTHER REQUIREMENTS:

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

17. AUDIT REQUIREMENT: The Contractor shall have an independent review or independent audit performed at least once every biennium based upon the fiscal year of the Contractor. Each audit shall cover the entire operation of the Contractor. The independent review or audit shall reasonably assure the County that the Contractor is financially stable, and that the Contractor has established and maintains an adequate system of internal control to ensure the efficient, proper processing of, and use of, contract funds. The Contractor shall provide a copy of the independent review report or independent audit to the County within 180 days following the end of the independent review/audit period. For purposes of this section, if so agreed by the parties, an annual on-site monitoring visit by the County may constitute an independent review.

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

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

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

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

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

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

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

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

    The Contractor understands that as a public entity, the County is subject to the Public Records Act (RCW 42.56.020) which mandates the release of most public records held for any purpose. The Contractor understands that any written record (including electronically stored records) which it submits to the County including, but not limited to, descriptions of work, client files, billings and correspondence, may be subject to the Public Records Act and if requested by a member of the public, will be disclosed by the County if mandated by the Public Records Act. Provided, however, that the County will not disclose any records that are protected by a statutory scheme (e.g., the Health Information Portability and Accountability Act) or case law. Accordingly, Contractor agrees that to the extent it feels that any of the written records it submits to the County are confidential, proprietary, or otherwise protected from disclosure under the Public Records Act, it will prominently designate the record(s) as such on their face. To the extent that the County receives a Public Records Act request for any written records which have been designated as confidential or proprietary, it will take all reasonable steps to contact Contractor as soon as possible and advise of the request so that Contractor can request a court order protecting the record(s). Contractor also hereby waives any and all rights to recover damages against the County for any records released pursuant to the Public Records Act.

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

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

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

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

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

    In any and all claims against the County and its officers, officials, employees, and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section 13 shall survive termination and expiration of this Agreement.

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

27. **INDEPENDENT STATUS:** For purposes of this Agreement, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County or the State of Washington. Neither the Contractor, nor any of the Contractor's employees may hold themselves out as or claim status as an officer, employee, or agent of the Benton County Department of Human Services, the State of Washington, or the County. Neither the Contractor, nor any of the Contractor's employees may claim for themselves any rights, privileges, or benefits that would accrue to an employee of the State of Washington or the County. The Contractor shall indemnify and hold harmless Benton County and the Benton and County Department of Human Services for all obligations to pay or withhold federal or

state taxes or contributions or any other payroll deductions on behalf of the Contractor or the Contractor's employees.

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

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

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

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

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

    Specific limits required:

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

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

    The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

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

31. **Automobile Liability Insurance:** The Contractor shall maintain, during the life of this Agreement, Commercial Auto Liability Insurance (Policy Form CA0001, or equivalent) in the amount of $1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor

from claims which may arise from the performance of this Agreement, whether such operations are by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered autos shall be designated as "Symbol 1" any auto if commercial auto liability is applicable.

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

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

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

35. **NOTICES:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the address and Authorized Representative set out on the face page of this Agreement. Notice may also be given by facsimile or e-mail to the Authorized Representative with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by facsimile or e-mail, service shall be effective at the beginning of the next working day.

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

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

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

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

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

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

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

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

39.3. Litigation Hold Notice: In the event the County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Contractor pursuant to Article 20 of this Agreement may be of evidentiary value; the County will issue written notice to Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that Contractor receives such written notice, Contractor shall abide by all directions therein whether or not such written notice is received at a time when a contract between Contractor and the County are in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Article 20.

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

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

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

contracted services, facilities, programs, or records, the term "County" shall mean the Department of Human Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

50. **TREATMENT OF PROPERTY:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Agreement shall remain titled to the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under the Agreement shall pass to and vest in the County. The Contractor shall protect, maintain, and ensure all County's property in its possession against loss or damage and shall return the County's property to the County within ten (10) working days of Agreement termination or expiration.

51. **WAIVER:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed as a modification of the terms and conditions of this Agreement unless amended as set forth in the Amendment provisions of this

Agreement. Only the County, or its designee, have the authority to waive any term or condition of this Agreement on behalf of the County and such waivers shall only be effective if they are in writing and signed by the County's Authorized Representative, or designee. The failure of the County to insist upon the strict performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

CONSIDERATION AND PAYMENT PROVISIONS

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

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

52.2 EMERGENCY SHELTER & OPERATIONS

a. **Shelter Operations** eligible for reimbursement and may be billed at no more than $4,200.00 per month between January 1, 2023 and December 31, 2024 and shall not exceed $100,800.00 during the term of this Agreement.

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

54. PAYMENT PROVISIONS

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

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

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

54.3. Reductions in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives for contracted services is withdrawn, reduced, or limited. The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the Contractor promptly of any reduction or proposed reduction in funding. The Contractor agrees that, upon receipt

of such notice, it shall take immediate, appropriate, and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

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

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

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

Safe Harbor Crisis Nursery **Exhibit A**
2023/24-HHAA-SHCN
Benton County
January 1, 2023 - December 31, 2024

Shelter Operations	Comutation	Cost
Shelter Operations	$4,200 per month x 24 months	$100,800.00

Total Contract Amount: **$100,800.00**

Exhibit B

BENTON COUNTY WA

Partner Participation Agreement

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

As a HRC partner, you can expect the following service commitments from BCDHS HRC:

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

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

- Provide HRC the list of qualification criteria for each of its programs (updated as needed).
- Update HRC weekly with program openings.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BCDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of Safe Harbor Support Center I, Sara Harpster, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

Sara Harpster 02-22-2023
Agency Representative and Date

Deena Horton
Benton County Department of
Human Services Representative

Housing Resource Center

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

Housing Resource Center Guidelines

Foundational Principles

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

What HRC Does

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

HRC goals

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

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

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-9 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring 10 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 9 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

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

Unsheltered Homeless:

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

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

Sheltered Homeless:

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

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

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

At Imminent Risk of Homelessness

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

Screening Process

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

Step One Determines:

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

Step Two Determines:

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

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

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

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

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

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

Homeless Prevention

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

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

Rapid Re-Housing

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

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

Occupancy Standards for Benton and Franklin Counties

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

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

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

Referral Process

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

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

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

Partner Agreements

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

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.
- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

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

Changes to Guidelines

Benton County Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Deena Horton
Housing Program Specialist
Email: Deena.Horton@co.benton.wa.us
Phone: (509) 737-3953

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Approving the purchase of a twelve-month Graykey Mobile Device Forensic Software License for the Sheriff's Office from Grayshift, LLC.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement 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

The Benton County Sheriff has been approved by Board of Benton County Commissioners to purchase new mobile device forensic software using Public Safety Sales Tax (PSST) funds. Grayshift is a leader in forensic software and is the sole reseller of Graykey mobile device forensic software. Extracting evidence from mobile devices is a key component in gathering evidence. Graykey has been recommended by the Federal Bureau of Investigation (FBI) Forensics Officers. The Sheriff obtained a letter from Grayshift notifying the County that Grayshift, LLC is the sole source provider of Graykey as this technology is unique and proprietary.

Fiscal Impact

Amount: **$30,795 excluding WSST.**

Fund: **Sheriff approved PSST 2023-2024 funds. Greykey costs have increased by $12,000 from 2021-2022. Any overages not included in the Sheriff's PSST request will be covered by the Sheriff's Office.**

Recommendation

Recommend the Board of Benton County Commissioners approve the purchase of a twelve-month Graykey mobile device forensic software license for the Sheriff's Department in an amount not to exceed $30,795 excluding Washington State Sales Tax.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF A TWELVE-MONTH GRAYKEY MOBILE DEVICE FORENSIC SOFTWARE LICENSE FOR THE SHERIFF'S OFFICE FROM GRAYSHIFT, LLC

WHEREAS, the Sheriff presented and was approved by the Board to purchase GrayKey mobile device forensic software during the 2023-2024 budget; and

WHEREAS, Grayshift is a leader in forensic software and is the sole reseller of GrayKey forensic software; and

WHEREAS, extracting information from mobile devices is an essential part of collecting evidence in today's digital age; and

WHEREAS, GrayKey has been recommended by the Federal Bureau of Investigation (FBI); and

WHEREAS, the Sheriff obtained a letter from Grayshift notifying Benton County that Grayshift, LLC is the sole source reseller of GrayKey as Grayshift owns the unique and proprietary GrayKey technology; and

WHEREAS, Information Technology has reviewed Grayshift's limited source letter and recommends the purchase of GrayKey from Grayshift, LLC; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology's recommendation and approves the purchase of a twelve-month GrayKey mobile device forensic software license from Grayshift, LLC in the amount not to exceed $30,795 excluding Washington State Sales Tax to be paid for with Sheriff approved Public Safety Sales Tax Funds; and

BE IT FURTHER RESOLVED, GrayKey's twelve-month licensing shall auto-renew every twelve-months starting March 23, 2023 ending March 24, 2025.

Dated this 14 day of March , 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Sheriff

Prepared by: R. Heard

GRAYSHIFT

Grayshift LLC
931 Monroe Drive NE Suite A102-340
Atlanta, GA 30308
USA
Phone: +1 (833) 472-9539

Quote Number: Q-21971-2
Created Date: 12/13/2022
Expiration Date: 3/13/2023
Contract Start Date: 3/25/2023

CAGE Code: 7R0W9
DUNS Number: 081045174
NAICS: 511210

Ship To
Horacio Gonzalez

This license will be digitally delivered.

Bill To
Horacio Gonzalez
Benton County Sheriff's Office (WA)
620 Market Street
Prosser,, Washington 99350
United States
horacio.gonzalez@co.benton.wa.us

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Danielle Moore	dmoore@grayshift.com	Digital	Net 30

All prices below are in U.S. Dollar

PRODUCT NAME	START	END	PART	QTY	PRICE	EXTENDED
GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125 Renewal for Serial Numbers: 68059dead4391f0d	3/25/2023	3/24/2024	GKL-ONF-AD	1.00	30,795.00	30,795.00

TOTAL: USD 30,795.00

Quote Terms

- Delivery of GrayKey requires the end-user's prior acceptance of Grayshift's End User License Terms Agreement ("EULA")
- Your acceptance of this quotation will indicate your acceptance of the terms of Grayshift's EULA, without exception or reservation. The EULA is available at https://grayshift.com/terms
- License Term includes unlimited extractions and software updates during the license term
- The final invoice may include tax if applicable
- *Please reference quote number on payment method*

Payment Terms

- Non-payment thirty days after issuance of your invoice may result in a suspended license
- Credit Cards: Major credit cards accepted including Visa, Mastercard, and American Express
- Additional Information: Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income). In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Grayshift on account thereof. As an example, if the price to be paid is $100 but there is, for example, 10% withholding, Grayshift will still directly be paid $100. The payor may need to "gross up" the overall payment so the amount due Grayshift after any withholding is $100

Terms & Conditions

A signed quote is acceptable in lieu of a purchase order to execute this order under the following conditions:

a. The purchasing entity identified in the quote does not require the issuance of a Purchase Order and any subsequent issuance of a Purchase Order will *render the below signature void and cause the service to be suspended until the parties have entered into a formal agreement,*

b. No additional terms and conditions outside of the Reveal by Grayshift Software Services Agreement and/or the GrayKey End User License Agreement, as applicable, and this Quote apply to this purchase whatsoever, and

c. The above quote is issued for an amount not to exceed $15,000 for the Reveal by Grayshift service, or $50,000 for any new online GrayKey license(s) and/or an amount not to exceed $100,000 for renewal online GrayKey license(s), respectively.

ATTENTION: PLEASE READ CAREFULLY:
BY SIGNING THIS QUOTE, YOU CERTIFY THAT THE ABOVE IS ACCURATE, THAT YOU HAVE READ THE TERMS OF THE REVEAL BY GRAYSHIFT SOFTWARE SERVICES AGREEMENT AND/OR THE GRAYKEY END USER LICENSE AGREEMENT, AS APPLICABLE TO THE PRODUCTS IDENTIFIED IN THIS QUOTE, AND AGREE TO THE APPLICABLE TERMS IN THEIR ENTIRETY WITHOUT EXCEPTION OR RESERVATION, AND THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE INTENDED PURCHASING ENTITY IDENTIFIED IN THIS QUOTE WITH THE AUTHORITY TO LEGALLY BIND YOUR AGENCY AND TO ENTER INTO THIS AGREEMENT, AND THAT YOU CAN PROVIDE WRITTEN VERIFICATION OF SUCH AUTHORITY UPON REQUEST.

Signature: _____ **Effective Date:** 03 / 14 / 2023

Name (Print): Will McKay **Title:** Chairman, Board of Benton County Commissioners

Please sign and email to Danielle Moore at dmoore@grayshift.com

Grayshift LLC
THANK YOU FOR YOUR BUSINESS!
A *subsidiary of* Grayshift LLC

DocuSign Envelope ID: 96ED1F3C-BE85-471C-A51B-4EDA11ACF282

GRAYSHIFT

Grayshift, LLC
931 Monroe Dr NE
Suite A102-340
Atlanta, GA 30308

January 3, 2023

Limited Source Justification

To Whom It May Concern:

This letter is to provide notification that GrayKey is a proprietary product that is internally developed and manufactured only by Grayshift, LLC ("Grayshift"). There are no competitors in existence that offer the GrayKey product. Grayshift owns all distribution and marketing rights of GrayKey and designates how GrayKey may be marketed and sold.

GrayKey is available for sale as follows:

- GrayKey is only available to approved entities that include law enforcement, consultants retained by law enforcement, public safety, and national defense agencies in select countries.
- Grayshift delivers GrayKey directly to its end customers.
- Grayshift has authorized resellers of the GrayKey line of products. Customers may license GrayKey through a direct transaction with Grayshift or through an indirect transaction with an authorized reseller. In all cases, Grayshift makes the final determination on any completed sale.
- A list of authorized resellers may be found at Grayshift.com.

If you desire additional information, please contact us at the email address or phone number below.

Sincerely,

DocuSigned by:
Mark Snell
F933E1950E5A420...

Mark Snell
Chief Financial Officer
Phone: 833-472-9539
Email: sales@grayshift.com

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Approving the Purchase of One Dell Latitude 5430 Rugged or Comparable Laptop, One Thunderbolt 4 Dock, and Laptop Accessories for the New Planning Department Code Enforcement Officer Position from Dell Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement 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

The Planning Manager has requested to purchase one new rugged laptop, dock, and laptop accessories for their new Code Enforcement Officer position. Resolution 2019-753 requires that all non-budgeted devices purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Fiscal Impact

Amount: **$5,000 excluding WSST.**

Fund: **Approved Planning 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approves the purchase of one Dell Latitude Rugged or comparable laptop, one Thunderbolt 4 dock, and laptop accessories in an amount not to exceed $5,000 excluding WSST. All equipment purchased will be added to Central Services Replacement Fund (3201).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE DELL LATITUDE 5430 RUGGED OR COMPARABLE LAPTOP, ONE THUNDERBOLT 4 DOCK, AND LAPTOP ACCESSORIES FOR THE NEW PLANNING DEPARTMENT CODE ENFORCEMENT POSITION FROM DELL INC.

WHEREAS, the Planning Department Manager has made a request to purchase one laptop, one dock, and laptop accessories for their new Code Enforcement Officer position; and

WHEREAS, Information Technology recommends purchasing one Dell Latitude 5430 Rugged or comparable model laptop, one Thunderbolt 4 dock, and laptop accessories from Dell Inc.; and

WHEREAS, per Resolution 2013-431, the Board approved Master Contract Usage Agreement between the State of Washington and Benton County authorizing the purchase of goods and services through the Department of Enterprise Services (DES) an agency of the State; and

WHEREAS, Dell Inc. is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000000010849, NASPO MNWNC-108 /05815-003; and

WHEREAS, per Resolution 2019-753, the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the purchase of one Dell Latitude 5430 Rugged or comparable model laptop, one Thunderbolt 4 dock, and laptop accessories for the new Planning Department Code Enforcement Officer from Dell Inc. in an amount not to exceed $5,000 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, newly purchased laptop and docking station will be enrolled into Central Services Replacement Fund (1320).

Dated this 14 day of March , 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Planning

Prepared by: R. Heard

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000145794243.1**	Sales Rep	Charles Anglin
Total	**$5,237.81**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Feb. 27, 2023	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES 620 MARKET ST PROSSER, WA 99350-1300
Expires by	Mar. 29, 2023		
Contract Name	Dell NASPO Computer Equipment PA - Washington		
Contract Code	C000000010849		
Customer Agreement #	MNWNC-108 / 05815-003		
Deal ID	24388801		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 737-3529

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	**$2,863.66**	**1**	**$2,863.66**
Gamber-Johnson - Docking station - VGA - for Dell Latitude 12, 14, 5414, 7214, 7414	**$728.17**	**1**	**$728.17**
Lind - car power adapter	**$170.09**	**1**	**$170.09**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Honeywell Granit XP 1991iSR - USB Kit - barcode scanner - handheld - 2D imager - decoded - Bluetooth 4.2	**$801.14**	**1**	**$801.14**
Dell Thunderbolt 4 Dock- WD22TB4	**$255.53**	**1**	**$255.53**

Subtotal:	**$4,818.59**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$0.00**
Taxable Amount:	**$4,818.59**
Estimated Tax:	**$419.22**
Total:	**$5,237.81**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY CENTRAL SERVICES
620 MARKET ST
PROSSER, WA 99350-1300
(509) 737-3529

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Latitude 5430 Rugged Estimated delivery if purchased today: Mar. 23, 2023 Contract # C000000010849 Customer Agreement # MNWNC-108 / 05815-003	**$2,863.66**	**1**	**$2,863.66**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	1	-
Intel Core Processor i7-1185G7, (QC, 3.0 to 4.3 GHz, 28W, vPro)	379-BERR	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Intel® Core™ vPro i7-1185G7 with Iris Xe Graphics	338-CCRL	-	1	-
ME Lockout MOD - Manageability	631-ADED	-	1	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	1	-
256GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMSB	-	1	-
14" Touch 1100 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare, Outdoor Viewable	391-BGGI	-	1	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	1	-
Intel AX210 WLAN Driver	555-BHCC	-	1	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	1	-
5G - Qualcomm® Snapdragon™ X55 Global 5G (DW5930e), w/o eSIM, Verizon, no NMEA GPS port	556-BCYL	-	1	-
Hot surface warning label	389-ECGC	-	1	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	1	-
90W 461G Type-C EPEAT Adapter	492-BDEL	-	1	-
Full Security - Fingerprint Reader, Contacted Smartcard Reader, Contactless Smartcard Reader	346-BHQJ	-	1	-
Power Cord 1M US	450-AAEJ	-	1	-
Setup and Features Guide	340-CXCE	-	1	-
Dummy Airbay Cover	325-BEIV	-	1	-
ENERGY STAR Qualified	387-BBPC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Applications for Windows 10	658-BFIO	-	1	-
Mix Ship, Notebook, 5430 Rugged	340-CYJC	-	1	-
Microphone + IR FHD camera; Touch; WLAN/WWAN antennae; Pogo vehicle docking and RF passthrough	319-BBHT	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dedicated u-blox NEO GPS Card	540-BDCC	-	1	-
Additional USB-A rear port	590-TFHR	-	1	-
Additional TBT/Type-C port	325-BEJZ	-	1	-
Rigid handle	750-ADPK	-	1	-
ProSupport Plus: Next Business Day Onsite, 1 Year Extended	808-6795	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	1	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	808-6819	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	808-6822	-	1	-
ProSupport Plus: 7X24 Technical Support, 4 Years	808-6843	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

		Quantity	Subtotal
Gamber-Johnson - Docking station - VGA - for Dell Latitude 12, 14, 5414, 7214, 7414	**$728.17**	**1**	**$728.17**

Estimated delivery if purchased today:
Apr. 03, 2023
Contract # C000000010849
Customer Agreement # MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Gamber-Johnson - Docking station - VGA - for Dell Latitude 12, 14, 5414, 7214, 7414	A9780511	-	1	-

		Quantity	Subtotal
Lind - car power adapter	**$170.09**	**1**	**$170.09**

Estimated delivery if purchased today:
Mar. 30, 2023
Contract # C000000010849
Customer Agreement # MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Lind - car power adapter	AB242686	-	1	-

		Quantity	Subtotal
Honeywell Granit XP 1991iSR - USB Kit - barcode scanner - handheld - 2D imager - decoded - Bluetooth 4.2	**$801.14**	**1**	**$801.14**

Estimated delivery if purchased today:
Mar. 07, 2023
Contract # C000000010849
Customer Agreement # MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Honeywell Granit XP 1991iSR - USB Kit - barcode scanner - handheld - 2D imager - decoded - Bluetooth 4.2	AB697774	-	1	-

		Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	**$255.53**	**1**	**$255.53**

Estimated delivery if purchased today:
Mar. 02, 2023
Contract # C000000010849
Customer Agreement # MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	1	-
Advanced Exchange Service, 3 Years	872-8550	-	1	-
Dell Limited Hardware Warranty	872-8557	-	1	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$4,818.59**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$419.22**
Total:	**$5,237.81**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either $20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14th, 2023
Subject:	Appointment of the Solid Waste Advisory Committee
Presenter:	N/A
Prepared By:	Jackie Mayfield
Reviewed By:	Matt Mahoney, Public Works Manager

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

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

Summary / Background Information

There exists a need to establish a Benton County Solid Waste Advisory Committee per Washington RCW 70A.205.110. Many of the current members of the Solid Waste Advisory Committee's terms expired 12/31/2022 and those listed below have indicated their interest and willingness to serve on the Committee.

Proposed list of Benton County Solid Waste Advisory Committee:

City of Kennewick – Chuck Torelli, Jim Millbauer (Alternate)
City of Richland – Mayor Pro Tem Theresa Richardson
City of Prosser – Don Aubrey
Basin Disposal – Rebecca Francik, Darrick Dietrich (Alternate)
City of West Richland – Richard Bloom
Public Citizen – Khris Olsen
Waste Management – Tami Yager, Kevin Fuerst (Alternate)
Benton County – Will McKay, Matt Mahoney (Alternate)
Benton City – Jessica Wadsworth
Agricultural Representative – Anthony Searls
Benton Franklin Conservation District – Mark Nielson

Fiscal Impact

None

Recommendation

Staff recommends that the Board of Benton County Commissioners approve the list of members for the Solid Waste Advisory Committee.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPOINTMENTS TO THE SOLID WASTE ADVISORY COMMITTEE

WHEREAS, there exists a need to establish a Benton County Solid Waste Advisory Committee per Washington RCW 70A.205.110; and

WHEREAS, many appointments to the Solid Waste Advisory Committee term expired 12/31/2022; and

WHEREAS, those members listed below have indicated their interest and willingness to serve on the Committee; and

WHEREAS, Resolution No. 2022-176 appointing last year's committee can be rescinded; and

WHEREAS, the Board of Benton County Commissioners has received a recommendation from Benton County Solid Waste Management to appoint, those members listed below; **NOW THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners hereby appoints the following members to the Benton County Solid Waste Advisory Committee.

City of Kennewick – Chuck Torelli, Jim Millbauer (Alternate)
City of Richland – Mayor Pro Tem Theresa Richardson
City of Prosser – Don Aubrey
Basin Disposal – Rebecca Francik, Darrick Dietrich (Alternate)
City of West Richland – Richard Bloom
Public Citizen – Khris Olsen
Waste Management – Tami Yager, Kevin Fuerst (Alternate)
Benton County – Will McKay, Matt Mahoney (Alternate)
Benton City – Jessica Wadsworth
Agricultural Representative – Anthony Searls
Benton Franklin Conservation District – Mark Nielson

Orig.: Public Works J. Mayfield

BE IT FURTHER RESOLVED Resolution No. 2022-176 is hereby rescinded and replaced with this resolution.

Dated this 14th day of March 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Orig.: Public Works J. Mayfield

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14th, 2023
Subject:	Approving First Amendment to agreement SWMLSWFA-2021-BeCoSW-00092
Presenter:	N/A
Prepared By:	Shela Berry
Reviewed By:	Matt Mahoney

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

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

Summary / Background Information

Benton County is the implementing agency for the County-wide Solid and Moderate Risk Waste plans. Solid Waste Management Local Solid Waste Financial Assistance (SWMLSWFA) is available for a two-year period: July 2021 – June 2023 Grant funding cycle. The attached agreement SWMLSWFA-2021-BeCoSW-00092 between the State of Washington Department of Ecology and Benton County Solid Waste is for a maximum of $682,504.00, with a 75% match from State funds ($511,878.00) and a 25% match from County and participating City funds ($170,626.00). City participation is based on population numbers.

Benton County Solid Waste has fully expended the current grant and was approved for an additional $50,000.00. The additional $50,000 consists of $37,500 in State funds and $12,500 in local matching funds.

Fiscal Impact

$12,500 matching dollars will be spent out of the Solid Waste fund 1550. These dollars are already budgeted and projected to be spent in the 2023-2024 budget cycle.

Recommendation

We recommend the Board of Commissioners approve and sign the First Amendment SWMLSWFA-2021-BeCoSW-00092 between the State of Washington Department of Ecology and Benton County Solid Waste

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING THE FIRST AMENDMENT TO CONTRACT NUMBER: SWMLSWFA-2021-BECOSW-00092 BETWEEN THE WASHINGTON STATE DEPARTMENT OF ECOLOGY AND BENTON COUNTY SOLID WASTE

WHEREAS, Washington State Department of Ecology contracts with Benton County Solid Waste to provide financial assistance to support the House Hold Hazardous Waste collection program and the Medium Risk Waste Facility, Resolution No. 2022-076; and

WHEREAS, the time period of the contract beginning July 1, 2021 and ending June 30, 2023 remains unchanged; and

WHEREAS, the purpose of this First Amendment is to increase the total eligible contract amount by $50,000 from $682,504 to $732,504; and

WHEREAS, funds to increase this agreement come from deobligated funds during the LSWFA unspent process; **NOW, THEREFORE**

BE IT RESOLVED that the Benton County Commissioners approves the First Amendment to the Contract number: SWMLSWFA-2021-BECOSW-00092 between the Benton County Solid Waste and the Washington State Department of Ecology for financial assistance for a new total eligible contract amount of $732,504; and

BE IT FURTHER RESOLVED that the Benton County Commissioners authorizes the Chairman to sign Amendment No. 1 to Agreement No. SWMLSWFA-2021-BeCoSW-00092 between Benton County Solid Waste and the Washington State Department of Ecology.

Dated this 14th day of March, 2023

_____
Chairman

_____
Chairman Pro Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works S. Berry

AMENDMENT NO. 1
TO AGREEMENT NO. SWMLSWFA-2021-BeCoSW-00092
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
BENTON COUNTY SOLID WASTE DISTRICT

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and BENTON COUNTY SOLID WASTE DISTRICT (RECIPIENT) for the IMP Benton Co SW (PROJECT).

This amendment will increase the AGREEMENT total eligible cost by $50,000 from $682,504 to $732,504 and by $37,500 from $511,878 to $549,378 in state share. Funds to increase this AGREEMENT come from deobligated funds during the LSWFA unspent process.

Recipient underestimated the cost to complete the original scope of work and even with the additional funds they will not be able to complete the construction of the new MRW facility. The AGREEMENT scope of work is amended to identify the work Recipient expects to complete with the new task eligible costs:

-Recipient will not provide any additional HHW collection events

-The following Work Plan and Reimbursement Schedule for Q1 through Q5 remains the same and Recipient expects to zero out the task budget with Q5 construction costs.

Work Plan and Reimbursement Schedule:
Q1: Plan approval negotiations; develop and advertise Request for Bids.
Q2: Select and hire contractor, contract negotiations, award and execute contract.
Q3: Construction Phase 1: Demolition, prepare building for remodel.
Q4: Construction Phase 2: Remodel of exterior/interior walls, electricity, plumbing, and HVAC commences.
Q5: Construction Phase 3: Finishing work of interior/exterior.
Q6-7: Post-Construction Phase: Building Permit Approval, notice of completion sent, retainer released, facility operation contract initiated with the lowest responsible bidder per required bidding process, operation contract executed, promotion (will be removed and non-reimbursable).
Q8: Facility operations commences, promotion (will be removed and non-reimbursable).

Outcomes will be reduced as follows:
HHW Collected will decrease from 120 tons to 29 tons
Employee Hours will decrease from 1,000 hours to 417 hours

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 682,504.00 Amended: 732,504.00

Total Eligible Cost:

Original: 682,504.00 Amended: 732,504.00

Project Short Description:

Original:

Benton County Solid Waste will spend $682,504 to construct, manage and operate a MRW facility and host Household Hazardous Waste (HHW) mobile events for residents in outlying areas around the county.

Amended:

Benton County Solid Waste will spend $732,504 to construct a MRW facility and host Household Hazardous Waste (HHW) mobile events for residents in outlying areas around the county.

CHANGES TO THE BUDGET

Funding Distribution EG220239

Funding Title: IMP Benton County SW

Funding Type: Grant

Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

IMP Benton County SW	Task Total
MRW Collection and Management	$ 732,504.00
	Total: $ 732,504.00

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost:** $732,504.00

Task Title: MRW Collection and Management

Task Description:

RECIPIENT will contract for assistance with this task in accordance with Part 10 General Terms and Conditions. RECIPIENT must provide a copy of the signed contract to ECOLOGY prior to ECOLOGY approval for reimbursement of contractor costs. Reimbursement for costs incurred by contractors to implement work identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval. This task includes development and distribution of promotional materials in a variety of formats to encourage program participation. In accordance with provisions 3 and 19 of the General Terms and Conditions of this Agreement, RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials.

ACTIVITY–COLLECTION EVENTS

RECIPIENT will provide collection events for recycling and disposal of household hazardous waste (HHW). RECIPIENT collects waste from conditionally exempt small quantity generators (CESQGs). LSWFA does not pay for the management of waste accepted from CESQGs. If shipment/disposal bills for CESQG waste cannot be separated from HHW, then a fee must be charged to each business to cover the costs and those fees must be itemized as a credit to the task. RECIPIENT is not participating in the PaintCare product stewardship program and will be implementing special collection events. ECOLOGY encourages RECIPIENT to contact PaintCare to coordinate their presence at events. PaintCare will take all acceptable products during the event at no charge to the RECIPIENT, resulting in a cost savings to the RECIPIENT. LSWFA will not cover the costs at collection events that are covered by PaintCare.

Work to be performed by RECIPIENT:

- Plan, promote, and host collection events
- Or Contractor will sort, pack, and transport waste for proper management
- Provide education and or outreach

ACTIVITY–MODERATE RISK WASTE FACILITY CONSTRUCTION

RECIPIENT will retrofit an existing building on county property at 1709 South Ely Street, Kennewick.

Work to be performed by RECIPIENT:

- Or contractor will complete facility design documents and complete construction
- Acquire required permits, inspections and approvals for construction and operation

ECOLOGY will reimburse costs related to project work after deliverables are uploaded into EAGL. RECIPIENT expects to complete deliverables as identified in the Work Plan and Reimbursement Schedule in the Task Expected Outcomes.

Costs eligible for reimbursement with supporting documentation include:

- Recipient employee time to implement task scope
- Trainings required for employees to perform the task scope. Travel costs must be pre-approved by Ecology and are reimbursed up to the state rate, including per diem
- Materials and supplies required for building remodel and construction
- Contracted or purchased services
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement include:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs covered by existing product stewardship organizations (E-Cycle Washington, LightRecycle Washington, Call2Recycle, PaintCare) and costs covered by new product stewardship organizations that are fully implemented during this agreement period are not eligible for reimbursement through this agreement
- Costs not specifically identified in the task's scope of work or pre-approved in writing by Ecology

Task Goal Statement:
To provide opportunities for residents of Benton County to safely and legally dispose of Household Hazardous Waste (HHW).

Task Expected Outcome:
With the Task Cost, Benton County employees will work 417 hours to provide MRW facility construction, as well as HHW collection events for outlying communities, in order to collect an estimated 29 tons of HHW and complete construction of the MRW facility before the expiration of this agreement.

ACTIVITY – MODERATE RISK WASTE FACILITY CONSTRUCTION
Work Plan and Reimbursement Schedule:
Q1: Plan approval negotiations; develop and advertise Request for Bids
Q2: Select and hire contractor, contract negotiations, award and execute contract
Q3: Construction Phase 1: Demolition, prepare building for remodel
Q4: Construction Phase 2: Remodel of exterior/interior walls, electricity, plumbing, and HVAC commences
Q5: Construction Phase 3: Finishing work of interior/exterior

Recipient Task Coordinator: Cristina Woods

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
IMP Benton County SW	25 %	$ 183,126.00	$ 549,378.00	$ 732,504.00
Total		**$ 183,126.00**	**$ 549,378.00**	**$ 732,504.00**

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Laurie Davies Date

Solid Waste Management
Program Manager

BENTON COUNTY SOLID WASTE DISTRICT

By: Shela J Berry 3/2/2023

Shela J Berry Date

CFO

Will McKay

_____

Chairman of the Board Date

Template Approved to Form by
Attorney General's Office

Shela Berry

From: Reid Hay
Sent: Tuesday, February 28, 2023 4:32 PM
To: Shela Berry
Cc: Matt Mahoney; Cristina Woods; Jackie Mayfield
Subject: RE: Review - 1st Amendment Ecology Grant Funds

Shela,

I approve as to form.

Thanks,
-- Reid

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Shela Berry <Shela.Berry@co.benton.wa.us>
Sent: Tuesday, February 21, 2023 4:25 PM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Cc: Matt Mahoney <Matt.Mahoney@co.benton.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Jackie Mayfield <Jackie.Mayfield@co.benton.wa.us>
Subject: Review - 1st Amendment Ecology Grant Funds

Hi Reid, attached for your review is the 1st amendment for our grant with the Dept of Ecology adding additional dollars. I have also attached the original agreement 2022-076 for your reference. If you approve to form just reply and we will attach.

Thank you,

Shela Berry
Chief Financial Officer
Benton County Public Works
PO Box 1001, Prosser WA 99350
Phone: (509) 222-2395
Cell: (509) 440-0765

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Awarding a Personal Services Contract to Qal-Tek for calibration of density gauges
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	Procurement

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

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

Summary / Background Information

The Public Works Department has two nuclear density gauges that need to be calibrated yearly to ensure their accuracy and precision are within industry standards. Qal-Tek Associates has performed the calibrations in the past and will do so on site which prevents the gauges having to be packaged and shipped.

Public Works has been very satisfied with the service that Qal-Tek Associates has provided and the Public Works Manager recommends having Qal-Tek continue to provide this service.

Fiscal Impact

Amount: Not exceed $2,000.00

Fund: Road Department Fund

Recommendation

It is recommended that the Board award the Personal Services Contract for calibrating the density gauges to Qal-Tek Associates for 2023 in an amount not to exceed $2,000.00.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A PERSONAL SERVICES CONTRACT TO QAL-TEK ASSOCIATES FOR CALIBRATION OF TWO NUCLEAR DENSITY GAUGES

WHEREAS, per Benton County Resolution 2021-233, Section 5.3.2 General Services "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for Professional Services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, Benton County Public Works Department has two density gauges that need to be calibrated yearly to ensure their accuracy and precision are within industry standards; and

WHEREAS, the Public Works Manager recommends entering into a personal services contract with Qal-Tek Associates for the calibration of two nuclear density gauges; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form and Qal-Tek Associates has signed said contract; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and awards the attached personal services contract to Qal-Tek Associates for the calibration of two nuclear density gauges in an amount not to exceed $2,000.00; and

BE IT FURTHER RESOLVED, said personal services contract shall commence on this date and shall expire December 31, 2023.

Dated this 14th day of March 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works D. Hope
cc: Auditor, Qal-Tek

DocuSign Envelope ID: 2FA2B119-B498-4266-A528-52D59EAE76E0

BENTON COUNTY
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

QAL-TEK ASSOCIATES

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 **QAL-TEK ASSOCIATES**, a corporation organized under the laws of the State of Washington with its principal offices at 3998 Commerce circle, Idaho Falls, ID 83401 (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 – Quotation SO23688

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 31, 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.

3. SERVICES PROVIDED

a. The CONTRACTOR shall calibrate two Troxler Nuclear 3430 moisture density gauges to meet minimum accuracy ASTM standards. The calibrations will take place once a year at either the Prosser Maintenance Facility, 14303 N. Hinzerling Road, Prosser, WA 99350 or at the Kennewick Maintenance Facility, 102808 Wiser Parkway, Kennewick, WA 99338.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Travis Bivins
Address:	3998 Commerce Circle Idaho Falls, ID 83401
Phone:	(208) 523-5557
Email:	tbivins@qaltek.com

b. For COUNTY:

Name:	Tavis Hatfield
Address:	P.O. Box 1001 Prosser, WA 99350
Phone:	(509) 786-5611
Email:	publicworks@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, 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 two thousand dollars ($2,000.00), excluding W.S.S.T.

c. No payment shall be made for any work performed by the

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CONTRACTOR, except for work identified and set forth in this Contract.

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by

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both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or

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breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

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d. **Other Insurance Provisions:**

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

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

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

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

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

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

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

8. CONTRACTOR hereby agrees to waive subrogation with respect

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

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

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

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

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

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

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

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

9. TERMINATION

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

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

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

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10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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or representative of the COUNTY.

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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its interpretation and performance.

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

_____

_____

Approved as to Form

DocuSigned by:
Reid Hay 3/2/2023
7D2075FA0905430...
Reid Hay, Civil Deputy Prosecuting Attorney

Dated: 3/2/2023

FOR: QAL-TEK ASSOCIATES

DocuSigned by:
Travis Bivins
8715C9D7828E4F1...
Signature

Director Of Instrument Services.
Title:

Travis Bivins
Print Name

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3998 Commerce Circle
Idaho Falls ID 83401
United States

EXHIBIT A

Quotation SO23688

Date: 01/27/2023 11:28:45 **Expiration Date:** 02/28/2023

Bill to:	**Ship to:**
Benton County Public Works P.O. Box 1001 Prosser WA 99350 United States	Benton County Public Works - Prosser 14303 N Hinzerling Rd. Prosser WA 99350 United States

Contact	**Salesperson**
Travis Hatfield travis.hatfield@co.benton.wa.us 509-786-5611	Tara Bivins tkbivins@qaltek.com

Quantity	Item	Description	Unit Price	Taxes	Price
2.000 Unit(s)	NG0021	Nuclear Density Gauge (Standard Models) - ISO 17025 Accredited Calibration SN;32514,33969	469.37		$ 938.74
1.000 Unit(s)	NG0044	OSCAR Service Charge (flat fee including travel and fuel for onsite calibration & repair)	850.00		$ 850.00
2.000 Unit(s)	LT0001	Leak Test; Nuclear Density Gauge	25.00		$ 50.00

Subtotal	$ 1,838.74
Taxes	$ 0.00
Total	$ 1,838.74

Salesman:		Client:	
Print:	Tara Bivins	Print:	
Date:	02-16-2023	Date:	

Payment term: Net 30 Days

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Contract w/ Intermountain Cleaning Service, Inc. for County-Wide Janitorial Maintenance Services
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

The Purchasing Department worked with the Facilities Manager to solicit quotes from eight local janitorial firms and received four responses, as shown below:

1. Intermountain Cleaning Services, Inc. $44,990 per month for Year #1 & $45,928 per month for Year #2
2. Del Sol, Inc. - $42,984.47 per month for Year #1 & $42,984.47 per month for Year #2
3. Dura Shine - $47,580 per month for Year #1 & $50,557 per month for Year #2
4. Sparkling Sensation - $81,150 per month for Year #1 & $83,930 per month for Year #2

The Purchasing Department & Facilities Manager reviewed the submitted bid proposals, and it was determined that Intermountain Cleaning Services Inc. was the most qualified to provide the necessary services. The Purchasing Department & Facilities Manager recommends authorizing a Service Contract between Benton County and Intermountain Cleaning Services, Inc.

Fiscal Impact

Amount: $1,116,216.00 excluding WSST

Fund: General Fund – Facilities Department

Recommendation

It is recommended by the Facilities Manager & Purchasing Department to approve the contract with Intermountain Cleaning Services, Inc. for County-Wide Janitorial Maintenance Services

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING AND EXECUTING A SERVICE CONTRACT BETWEEN BENTON COUNTY AND INTERMOUNTAIN CLEANING SERVICES, INC. FOR JANITORIAL MAINTENANCE SERVICES

WHEREAS, per Benton County resolution 2021-233, "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for Professional Services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances to obtain services of the highest quality at the lowest cost…"; and

WHEREAS, Janitorial services are required to clean and maintain the appearance of Benton County owned buildings; and

WHEREAS, the Purchasing Department worked with the Facilities Manager to solicit quotes from eight local janitorial firms and received four responses, as shown below:

1. Intermountain Cleaning Services, Inc. - $44,990 per month for Year #1 & $45,928 per month for Year #2

2. Del Sol, Inc. - $42,984.47 per month for Year #1 & $42,984.47 per month for Year #2

3. Dura Shine - $47,580 per month for Year #1 & $50,557 per month for Year #2

4. Sparkling Sensation - $81,150 per month for Year #1 & $83,930 per month for Year #2

WHEREAS, the Purchasing Department & Facilities Manager reviewed the submitted bid proposals, and it was determined that Intermountain Cleaning Services Inc. was the most qualified to provide the necessary services, and the Purchasing Department & Facilities Manager recommends authorizing a Service Contract between Benton County and Intermountain Cleaning Services, Inc.; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Purchasing Department & Facilities Manager's recommendation and hereby awards the contract and approves entering into the Service Contract with Intermountain Cleaning Services, Inc. for Janitorial Services, in the amount not to exceed $1,116,216.00 excluding WSST; and

BE IT FURTHER RESOLVED, the contract commences on April 1, 2023, and shall expire on March 31, 2025.

Dated this . . . . . day of . . . . . , 2023.

Chairman of the Board

Chairman Pro Tem

Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

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

Orig.: File – Purchasing Department
cc: Auditors; PA, Intermountain Cleaning, Inc., Purchasing Department

P. Schut

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BENTON COUNTY
SERVICE CONTRACT WITH PREVAILING WAGE

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 **INTERMOUNTAIN CLEANING SERVICE,** a corporation organized under the laws of the State of Washington with its principal offices at 515 N 20th Ave, Yakima, WA 98902 (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 – Specifications;
b. Exhibit B – Rate Sheet; and
c. Exhibit C – Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on April 1, 2023 and shall expire on March 31, 2025. 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 janitorial services for various Benton County Facilities. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Specifications", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the

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requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

d. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

e. 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.

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

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

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

4. CONTRACT REPRESENTATIVES

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

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a. For CONTRACTOR:

Name:	Emily Linstad
Address:	515 N 20th Ave Yakima, WA, 98902
Phone:	509-575-5638
Email:	Emily@intermountaincleaning.net

b. For COUNTY:

Name:	Jeff Jones
Address:	7122 W Okanogan Place; STE E330 Kennewick, WA 99336
Phone:	509-222-3799
Email:	Thomas.Jones@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, "Rate Sheet", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Million One Hundred Sixteen Thousand Two Hundred Sixteen Dollars and Zero Cents ($1,116,216.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via

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https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

7. RETAINAGE

a. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28

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RCW. Within ten (10) days following the award of Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

b. In lieu of COUNTY withholding earned portion of payment, CONTRACTOR may elect to submit a retainage bond with sufficient sureties acceptable to COUNTY, in an amount equal to five percent (5%) of the Contract sum. Proof of the retainage bond must be received by COUNTY within ten (10) days following the award of Contract.

8. AMENDMENTS AND CHANGES IN WORK

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

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

9. 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

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by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 9 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 9. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d. **Other Insurance Provisions:**

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

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policies.

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

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

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

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

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

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

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

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enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

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

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

3. All written notices under this Section 10 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

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upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

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so from the COUNTY'S Contract Representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. 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

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shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit C, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

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

19. DISPUTES

Disputes over the CONTRACTOR’s performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract

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Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. 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.

22. NOTICES

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

23. SEVERABILITY

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

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

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24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and

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

29. SECURITY BACKGROUND CHECK

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

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

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

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

Date:_____	Date: 3/1/2023
BENTON COUNTY	**INTERMOUNTAIN CLEANING SERVICE**
	DocuSigned by: Emily Linstad 6359CC86E378477...
Chairman Benton County Board of County Commissioners	Signature
	Account Manager
Approved as to Form:	Title:
DocuSigned by: Eric Andrews B4E7673BB8A1486...	Emily Linstad
Civil Deputy Prosecuting Attorney	PRINTED NAME

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BENTON COUNTY WASHINGTON - JANITORIAL SCHEDULE

Location and Task	Weekly	Monthly	Qrtrly	Semi-Annual
All Office Space				
Clean counters, tables, windowsills, doors, door jambs, kickplates, and other horizontal surfaces to remove spills and smudges	5x			
Dust mop and spot clean all hard floor surfaces to remove spillage and scuffs	5x			
Health District building - All medical exam rooms shall have floors swept or vacuumed, then mopped with a disinfectant cleaner	5x			
Empty all waste and recycling receptacles, install new liner, return to original location	3x MWF			
Carpets to be vacuumed in high traffic areas such as hallways, corridors, etc. and spots removed	5x			
Spot clean and remove finger marks, smudges and scuffs from doors, hardware, doorframes, walls, partitions, etc.	5x			
Check for burned out lights, plumbing issues, and other damage and report to building management	5x			
Spot clean door glass and relites	5x			
Empty shredding wastebaskets if present	1x			
Dust all counters, ledges, desks, chairs, tables, file cabinets, picture frames, telephones, and other flat surfaces that are within reach	1x			
Carpets to be vacuumed in normal traffic areas such as under desks, counters, tables and spots removed	1x			
Interior office partition windows washed				1x
Vacuum all perimeter edges of carpet including behind doors, next to walls, etc.		1x		
Dust miniblinds			1x	
Dust and remove cobwebs from all exterior lighting inside the building overhangs			1x	
Shampoo carpets in high traffic areas such as corridors, hallways, waiting rooms, courtrooms, conference rooms, entryways, fine payment rooms, bailiff's office, jury rooms, doorways, etc.			1x	
Wax, polish and/or buff hard floor surfaces to maintain a glossy finish			1x	
Dust all ceiling vent diffusers, grills, and lights				1x
Shampoo all other carpets outside monthly schedule. Including offices, meeting rooms, training rooms, etc.				1x
Strip and refinish all hard surface floors				1x
Clean and oil oak wood				1x
Wash plastic carpet protectors				1x

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BENTON COUNTY WASHINGTON - JANITORIAL SCHEDULE

Location and Task	Weekly	Monthly	Qrtrly	Semi-Annual
Common Areas, Entrances, Lobbies, Stairwells, Elevators, Exterior				
Vacuum and/or damp mop all floors	5x			
Clean all entry glass, metal, and wood surfaces	5x			
Remove any spots and marks off walls and floors	5x			
Report any fixture, light, or other item that is not working to building management	5x			
Wipe down entry guards desk(s)	5x			
Check stairwells for trash, spot clean as needed	5x			
Wipe down all elevator doors, jambs, thresholds, and elevator call buttons	5x			
Empty interior/exterior waste and recycling receptacles, install new liner	5x			
Polish and clean all drinking fountains	5x			
Wipe down all benches	5x			
Wipe down stairwell handrails	1x			
Dust all horizontal and vertical surfaces, remove cobwebs	1x			
Sweep stairwells	1x			
Wax, polish and/or buff hard floor surfaces to maintain a glossy finish	1x			
Dust and spot clean all directory signs, boards, etc.		1x		
Clean out and vacuum all elevator thresholds and tracks on each floor		1x		
Clean out all door thresholds		1x		
Clean all relights, extinguisher cabinets, and office signs		1x		
Mop stairwells		1x		
Clean all baseboards			1x	
Vacuum vertical fabric surfaces			1x	
Clean all exterior windows and ledges including courtyards by hand via rope drop or lift. Remove hard water spots and cobwebs. Pressure washing not preferred			1x - three times yr.	
Clean off all exterior window ledges of all dirt, cobwebs (including can lights), and trash			1x	
Dust all ceiling vent diffusers, grills, and lights			1x	
Clean all interior windows and wipe down sills				1x
Janitorial rooms				
Organize and maintain in good condition	5x			
Take all trash/recycling to dumpsters	5x			
Keep all janitorial carts, equipment, etc. neat and orderly	5x			
Clean out, mop, dust, and organize	1x			

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BENTON COUNTY WASHINGTON - JANITORIAL SCHEDULE

Location and Task	Weekly	Monthly	Qrtrly	Semi-Annual
Restrooms and Showers				
Restock all paper products and soap	5x			
Empty all waste receptacles, install new liner, return to original location	5x			
Empty and clean sanitary napkin disposal units and replace liner	5x			
Clean and disinfect all parts of toilets, urinals, sinks, fixtures, partitions, countertops, and walls around each fixture - remove all stains, scale, etc.	5x			
Spot clean all hard wall and partition surfaces	5x			
Clean and/or polish all fixtures - stainless stalls, dispensers, shelves, door handles, kick plates, mirrors, etc.	5x			
Report any fixture or light that is not working to building management	5x			
Dust then wet mop all hard floors with disinfectant cleaner	5x			
Clean showers	5x			
Scrub walls, tile, etc. in showers	1x			
Dust all surfaces	1x			
Pour clean water down shower and floor drains	1x			
Dust vents and grills		1x		
Fully clean all hard wall and partition surfaces		1x		
Scrub all floors and reseal or apply applicable finish		1x		
Disinfect and polish/scrub and/or buff restroom floors			1x	
Strip all hard surface floors and reseal or apply applicable finish				1x

Kitchens / Breakrooms / Classrooms / Labs				
Wipe down and sanitize all horizontal surfaces - tables, counters, backsplash, etc.	5x			
Empty all trash and recycling receptacles, install new liner, and return to original location	5x			
Dry and wet mop floors with disinfectant	5x			
Clean all empty sinks	5x			
Report any fixture or light that is not working to building management	5x			
Restock all paper products and soap	5x			
Scrub all floors and reseal or apply applicable finish		1x		
Strip all hard surface floors and reseal or apply applicable finish				1x

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BENTON COUNTY WASHINGTON - JANITORIAL SCHEDULE

Location and Task	Weekly	Monthly	Qrtrly	Semi-Annual
Kennewick and Prosser Road Shops				
Empty all trash receptacles, install new liner, and return to original location	1x			
Dry and wet mop floors with disinfectant	1x			
Vacuum and/or damp mop all floors	1x			
Dust all surfaces including counters, ledges, desks, chairs, tables, file cabinets, picture frames, telephones, and other flat surfaces that are within reach	1x			
Clean counters and sinks in all lunchrooms, break rooms, coffee bars, etc.	1x			
Refill and restock all dispensers in restrooms, lunchrooms, break rooms, etc.	1x			
Vacuum and/or sweep entry mats	1x			
Wash entrance door glass	1x			
Wash all drinking fountains	1x			
Clean all restrooms to restroom specs listed above	1x			
Scrub, renew, buff all hard surface floors			1x	
Strip and wax floors				1x
Benton County Coroners Office - 2X WEEK				
Full spec office, restroom, corridor, etc. cleaning as per above - ONLY TUESDAYS AND THURSDAYS	2X			
Kennewick Annex - 3X WEEK				
Full spec office, restroom, corridor, etc. cleaning as per above - ONLY MONDAY, WEDNESDAY, AND FRIDAY	3X			

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BENTON COUNTY WASHINGTON - JANITORIAL SCHEDULE

Location and Task	Weekly	Monthly	Qrtrly	Semi-Annual
Voting Center -Richland - Work to be performed on Fridays				
Empty all trash receptacles, install new liner, and return to original location	1x			
Vacuum and/or damp mop all floors	1x			
Dust all surfaces including counters, ledges, desks, chairs, tables, file cabinets, picture frames, telephones, and other flat surfaces that are within reach	1x			
Clean counters and sinks in all lunchrooms, break rooms, coffee bars, etc.	1x			
Refill and restock all dispensers in restrooms, lunchrooms, break rooms, etc.	1x			
Vacuum and/or sweep entry mats	1x			
Wash entrance door glass	1x			
Scrub, renew, buff all hard surface floors			1x	
Strip and wax floors				1x

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Benton County

Exhibit A - Janitorial Specification Supplemental Information

Staffing

- Janitorial work is to be done M-F from 5 pm to 1:30 am.
- The nightly staffing level shall remain consistent
- The contractor shall provide a written list of all staff intended to work on Benton County property. The list shall include a photo of each staff person. All contractors staff shall be required to pass a background check
- The contractor shall provide temporary coverage to maintain staffing levels in case of illness, vacation, turnover, etc. Temporary staff will have to complete a background check
- The contractor shall provide written notice of staff changes in the building, including a picture, a minimum of 2 business days before the new staff person is on-site to process background checks, etc.

Security

- All contractor staff shall always have a County issued keycard with a photo on them while on Benton County property. The key card shall be worn in a location where it is readily visible
- All hard keys will be locked in a secure location within the buildings (TBD) and are not to leave the building. All main access will be via keycard and/or single hard key to access those keys
- Any lost keycards or keys shall be immediately reported to building management. The janitorial company shall be responsible for any costs associated with rekeying a building if keys are lost by janitorial staff

Equipment and Products

- The janitorial contractor shall provide a list of all cleaning products being used in the building, including MSDS information
- The janitorial contractor shall provide written notification of proposed changes to the product list a minimum of 2 business days before making changes
- The County will provide the necessary non-cleaning supplies(paper towels, garbage receptacle bags) for the Janitorial contractor.

Quality Control

- The quality shall meet acceptable industry standards for janitorial services and be subject to random review by the facility management staff or occupants. The contractor shall respond to verbal, electronic, or written deficiency notes and resolve them in a manner acceptable to the County within twenty-four (24) hours of notification.
- If the work rendered does not meet the requirements set forth in the Contract during the course of the Contract, the contractor shall correct or modify the required work to comply with the requirements of the Contract. The County shall have the right to withhold payment for such work until it meets the Contract's requirements or deduct an equitable portion of the payment for work not performed based on prorated contract rate(s). If the deduction amount cannot be identified, the County reserves the right to negotiate the reduction with the contractor.
- Continued failure to meet the requirements of the Contract, such as three (3) or more deficiency notes at any one (1) County facility or five (5) or more deficiency notes among multiple County facilities within a twelve (12) month period, but at the sole discretion of the County, may be grounds for termination.

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- The contractor shall do monthly "self-inspections" and submit a copy of the inspection to the County within ten (10) calendar days of the end of each month to ensure their employees are being monitored for quality. The County should not have to remind contractors to do these inspections. Failure to receive such reports can result in withheld monthly payments until inspections are up to date.

As-Needed Work

- The contractor must be available to perform the following services on an on-call basis. Costs are to be provided in Exhibit A- Proposal Form (Excel Worksheet).
    - Provide a quick response, on-call cleanup event. This service could include the cleanup of bodily fluids like urine, vomit, and/or feces, but it could also be for help with a flooded carpet or another cleanup. This could be for a restroom, courtroom, office, or hallway.
    - Provide a cost per square foot for as-needed upholstery cleaning. This service is for cleaning upholstery, including basic chairs or fabric-covered walls.
    - Provide a cost per chair for as-needed upholstery cleaning.
    - Provide a cost per square foot for As-Needed carpet cleaning. This could result from a spill, an area not normally cleaned under the Contract, or a high-traffic area that needs additional cleaning. This would apply to any facility covered under this Contract.

General information

- When janitorial staff notices something is dirty, dusty, scraps on the floor, or otherwise an item that should be cleaned, they shall clean it immediately. Do not wait for a scheduled routine
- Leave doors as they are found. If closed, close it behind you, and if open, leave open
- Turn off all lights upon leaving the offices
- Surfaces that have been cleaned shall have a clear, polished appearance with no streaks
- When cleaning or finishing floors, special care shall be taken to ensure that baseboards, walls, furniture, etc., are not splashed or marred
- Hard surface floors, where applicable, shall always have a glossy polished appearance
- Furniture moved during cleaning shall be moved back to its original location
- Warnings signs shall be placed whenever working on a hard surface floor
- Gum and other sticky substances shall be removed from all surfaces as it is encountered
- All specialized work, such as windows, ledges, floor stripping, etc., shall be scheduled with the Owner a minimum of 3 days before starting
- This Contract is subject to prevailing wages
- A significant amount of remodeling will be done across multiple County facilities. The County will **not** pay for services for the areas that are being remodeled. The County will notify the contractor when remodel is set to begin & finish.

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Exhibit B - Rate Sheet

BENTON COUNTY JANITORIAL SERVICES
April 1, 2023 to March 31, 2025
Regular Service
Daily thru Semi-Annually

Line	Qty.	Unit	Office Area	Approx. Sq. Ft.	Est. Hrs/wk	Year #1 Monthly Fee	Year #2 Monthly Fee
Building: Justice Center							
			New Courts 1st Floor				
1	1	ea	Main Entrance/Main Cooridors/Public Restrooms/All Exterior Work	5,392	5	877	893
2	1	ea	District Courtrooms	8,209	7	1,327	1,350
3	1	ea	Judges Chambers North	4,411	5	720	732
4	1	ea	Judges Chambers South	2,559	3	423	437
5	1	ea	District Court Offices	5,377	5	874	885
6	1	ea	Probation Office	1,362	2	232	243
7	1	ea	Office of Public Defense	2,713	3	448	460
			New Courts 2nd Floor				
8	1	ea	Main Cooridors/Restrooms/Executive Conference Room	5,068	5	825	862
9	1	ea	Clerks Office (Future Remodel)	9,675	9	1,562	1,585
10	1	ea	Facilities Department	1,500	2	254	266
11	1	ea	Therapeutic Courts	800	2	142	155
12	1	ea	Prosecuting Attorney - Civil Division	3,007	3	495	512
13	1	ea	Prosecuting Attorney - Child Support/Admin Dvisions	3,600	4	590	602
14	1	ea	Prosecuting Attorney - District Court/Juvenile Dvisions	2,350	3	390	405
			Old Courts 1st Floor				
15	1	ea	Main Cooridors/Public Restrooms	4,891	5	796	810
16	1	ea	Superior Courtrooms	10,731	9	1,731	1,792
17	1	ea	Judges Chambers North	4,933	5	803	814
18	1	ea	Judges Chambers South	3,104	3	511	523
20	1	ea	Superior Court Admin Offices(Future Remodel)	5,154	5	839	855
21	1	ea	Jury Selection Room (Future Remodel)	3,017	3	497	512
22	1	ea	Clerks Office (Current Location)	8,171	8	1,321	1,350
			Old Courts 2nd Floor				
23	1	ea	Prosecuting Attorney - Felony Division	7,222	7	1,180	1,210
24	1	ea	Jury Selection Room (Current Location)	2,798	3	472	493
25	1	ea	Sheriff's Office	651	2	128	140
26	1	ea	Prosecuting Attorney - Felony Division (Future Remodel)	2,798	3	472	485
			Sheriff's Office				
26	1	ea	Main Office Area	9,447	8	1,977	2,012
27	1	ea	Locker Room/Showers	4,970	5	1,044	1,057
			Department of Corrections				
28	1	ea	Main Lobby/Public Restrooms	2,023	3	403	420
29	1	ea	Jail Administration Offices	3,948	4	769	785
			Justice Center Sub-totals			**22,101**	**22,645**
Building: Adminstration Building							
1	1	ea	1st Floor	10,419	10	2,210	2,284
2	1	ea	2nd Floor	9,778	9	2,073	2,147
3	1	ea	3rd Floor	10,831	12	2,296	2,370
			Adminstration Building Sub-totals			**6,579**	**6,801**
Building: Health District							
1	1	ea	1st Floor	20,845	22	4,074	4,195
2	1	ea	2nd Floor	18,609	20	3,596	3,707
			Health District Sub-totals			**7,670**	**7,902**

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Exhibit A - Bid Proposal Form

BENTON COUNTY JANITORIAL SERVICES - CONTINUED
April 1, 2023 to March 31, 2025
Regular Service
Daily thru Semi-Annually

Line	Qty.	Unit	Office Area	Approx. Sq. Ft.	Est. Hrs/wk	Year #1 Monthly Fee	Year #2 Monthly Fee
Building: Prosser Courthouse							
1	1	ea	1st Floor	10,808	12	1,863	1,937
2	1	ea	2nd Floor	10,808	12	1,863	1,937
3	1	ea	3rd Floor	7,240	7	1,257	1,331
			Prosser Courthouse Sub-totals			**4,983**	**5,205**
Building: Puiblic Services Building							
1	1	ea	Public Services Building	7,833	8	1,402	1,512
			Public Services Building Office Sub-totals			**1,402**	**1,512**
Building: Coroner's Office							
1	1	ea	Coroner's Office	1,467	1	327	330
			Coroner's Office Sub-totals			**327**	**330**
Building: Kennewick Annex							
1	1	ea	Main Corridor/Public Restrooms	650	1	189	189
2	1	ea	Clerk's Office	1,390	2	402	402
			Kennewick Sub-totals			**590**	**591**
Building: Prosser/Wiser Parkway Road Maintenance Shops							
1	1	ea	Prosser Road Maintenance Shop	1,270	2	270	272
2	1	ea	Wiser Parkway Road Maintenance Shop	1,270	2	270	272
			Prosser/Wiser Parkway Road Maintenance Shops Sub-totals			**540**	**544**
Building: Voting Center							
1	1	ea	Voting Center	12,397	2	398	398
			Voting Center Sub-totals			**398**	**398**
					Monthly Totals	$ 44,590	$ 45,928
					Bid Amount (Grand Total)	$	90,518

BENTON COUNTY JANITORIAL SERVICES
April 1, 2023 to March 31, 2025
As-Needed Rates

Line	Unit	Requested Service	Year #1 Rate	Year #2 Rate
1	Sqft	Carpet Cleaning	0.28	0.28
2	Chair	Upholstery Cleaning	12	12
3	Sqft	Upholstery Cleaning	2.50	2.50
4	Hour	Emergency/On-Call Cleanup Event	135	135

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EXHIBIT C

State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is February 23, 2023.
>
> The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; Bldg. A, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)737-3943 or by email at Procurement@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Authorization to purchase a Motor Grader from Western States CAT utilizing Sourcewell Cooperative Purchasing Contract #032119CAT
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	Procurement

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

Type of Agenda Item:	**Type of Action Needed:**	
☒ 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

In accordance with the Benton County Road Department Equipment Rental and Revolving Fund (ER&R) policy and procedures, the Fleet Manager has identified equipment #540 Motor Grader (equipment #540) is in need of replacement.

Western States CAT currently has a contract with Sourcewell Cooperative Purchasing Group and Benton County is a member of Sourcewell Cooperative Purchasing Group pursuant to Resolution 2020-504 dated July 28, 2020. Utilizing this cooperative purchasing contract with Sourcewell and Western States CAT allows the County to purchase a new Motor Grader at government discounted prices. Therefore, a Purchase Agreement has been prepared with Western States CAT of Pasco, Washington. The Agreement has been reviewed and approved by our deputy prosecuting attorney and has been signed by Western States CAT.

The Fleet Manager recommends that equipment #540 be declared surplus and be allowed to trade in on the new motor grader.

Western States CAT will take equipment #540 in on trade for a credit of $85,000.00 "as is" making the purchase price $380,323.58.

Fiscal Impact

Amount: $380,323.58 excluding WSST

Fund: ER&R Fund

Recommendation

The Fleet Manager recommends the Board approve the purchase of a new motor grader to replace equipment #540 from Western States CAT of Pasco, Washington in an amount not to exceed $380,323.58 excluding WSST, utilizing Sourcewell Contract No. 032119CAT.

The Fleet Manager further recommends the Board declare equipment #540 to be declared surplus and disposed of via trade in on a new motor grader.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A MOTOR GRADER FROM WESTERN STATES CAT UTILIZING THE SOURCEWELL CONTRACT NO. 032119CAT BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND AND SURPLUS OF EQUIPMENT #540 MOTOR GRADER

WHEREAS, in accordance with the Benton County Road Department Equipment Rental and Revolving Fund (ER&R) policy and procedures, the Fleet Manager has identified equipment #540 Motor Grader (equipment #540) is in need of replacement; and

WHEREAS, per Resolution 2020-504 dated July 28, 2020 Benton County became a member of Sourcewell Cooperative Purchasing Group Account #25418; and

WHEREAS, Sourcewell Cooperative Purchasing Contract No. 032119CAT allows for the purchase of equipment from Western States CAT, of Pasco WA; and

WHEREAS, Western States Cat quoted a price of $465,323.58 minus $85,000.00 trade in allowance for said equipment #540 for a balance of $380,323.58 excluding WSST for a 160 15A AWD Motor Grader, including a Henke V plow; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of said equipment utilizing Sourcewell Cooperative Purchasing Contract No. 032119CAT; has been approved by our Deputy Prosecuting Attorney; and has been signed by Western States CAT; and

WHEREAS, in accordance with RCW 36.34.020, the Board of County Commissioners are not required to publish a notice of intention to sell when: (1) selling to a government agency; (2) personal property to be disposed of is to be traded in upon the purchase of a like article; (3) the value of the property to be sold is less than two thousand, five hundred dollars; (4) the county legislative authority by a resolution setting forth the facts has declared an emergency to exist; and

WHEREAS, pursuant to the County's Personal Property Management Policy, Resolution. 07-752, equipment #540 should be surplus and disposed of, via trade in on a new Motor Grader, as being in the best interest of Benton County; and

WHEREAS, the Fleet Manager recommends the purchase of a new Motor Grader to replace equipment #540 from Western State CAT utilizing the Sourcewell Cooperative Purchasing Contract in an amount not to exceed $380,323.58; and

WHEREAS, the Fleet Manager further recommends that equipment #540 should be declared surplus and disposed of via trade in on a new Motor Grader; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Manager's recommendation and authorizes the Chairman of the Board to sign the attached Purchase Agreement between Benton County and Western States CAT, Pasco, WA for the purchase of a 160 15A AWD Motor Grader, including a Henke V plow utilizing Sourcewell Cooperative Purchasing Contract No. 032119CAT, for a total amount not to exceed $380,323.58 excluding WSST; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby declares equipment #540 as surplus, and authorizes the Fleet Manager to dispose of the property via trade in on a new motor grader; and

BE IT FURTHER RESOLVED, the equipment will be managed and maintained by ER&R and placed in the ER&R replacement program pursuant to Res. 2019-927.

Dated this 14th day of March 2023.

_____
Chairman of the Board

_____
Chairman ProTem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest_____
Clerk of the Board

Original: Procurement
cc: Auditor, PA, Western States CAT D. Hope

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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: Western States CAT
Vendor Code:
Vendor Contact: Kelly Hanson
Vendor Contact Phone: (509) 792-2573 or (509) 380-4171 kelly.hanson@weco.com
Vendor Principal Place of Business: 2100 E. Frontier Loop Pasco, WA 99301

Ship To:
Benton County
102808 Wiser Parkway
Kennewick, WA 99338

Bill To: fleet@co.benton.wa.us
Benton County
102808 Wiser Parkway
Kennewick, WA 99338

AGREEMENT:
The Vendor agrees to make available the goods provided in Exhibit A to Benton County under the terms described herein.

Line	Description	Qty	Unit Price	Total Price
	Sourcewell Contract #032119 CAT - Caterpillar, Inc.			
	Benton County Sourcewell Account #25418			
1	160 15A AWD Motor Grader and accessories	1	$718,264.48	
2	Henke V Plow	1	19,553.25	
3	Sourcewell Discount - 30%		(215,479.34)	
4	SWSECO GOV Dealer Support Discount		(57,014.81)	
5	Trade in value		(85,000.00)	
	Sourcewell contract #032119 effective through May 14, 2024			
		Subtotal	$380,323.58	
		Sales Tax	$30,806.21	
		Total Order	$411,129.79	

The term of this Agreement shall commence upon signature of both parties and shall expire 12/31/2023.

This purchase agreement incorporates by reference all terms and conditions issued off the Caterpillar, Inc. Contract No. 032119 (copy attached hereto as Master Contract) as well as the Price Quote (attached as Exhibit A); as a registered member of the SOURCEWELL Partners.

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 Caterpillar, Inc. No. 032119
2. Pricing 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: Michael McGhan
Address: 102808 E. Wiswer Parkway
Kennewick, WA 99338
Phone: (509) 786-5600 x5300
Email: michael.mcghan@co.benton.wa.us

DocuSigned by:
Approved as to Form (Deputy Prosecutor): Reid Hay 2/17/2023
7D2675FA0905430...
Reid Hay, Civil DPA

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

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

DocuSigned by:
Vendor Name (Print): Adam Hirstein Title: Regional Sales Manager Date: 2/17/2023

DocuSigned by:
Vendor Signature: Adam Hirstein
418CC9C9CE93479...

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Chairman Pro-Tem

DocuSign Envelope ID: 20B710CD-9668-4ED9-9237-F9B6E52BE360

EXHIBIT A

Benton County Public Works	Western States CAT
102206 E. Wiser Parkway Kennewick, WA 99338 SOURCEWELL ID#25418	2100 E Frontier Loop Pasco, WA 99301 SOURCEWELL ID#032119-CAT

12/12/2022
Q000301377
Benton County Public Works

Mr. Mike McGhan,

Western States Equipment Company would like to thank you for the opportunity to submit the attached quote for consideration. It contains price as well as machine specifications, product support information, and warranty terms.

Western States appreciates your business. We are looking forward to providing you with the Caterpillar machine best suited for your equipment needs.

Thank you for the opportunity to assist you. If you should have any questions, feel free to call 509-792-2573 any time.

Sincerely,

Kelly Hanson
Machine Sales Rep
509-380-4171
Kelly.Hanson@weco.com

DocuSign Envelope ID: 20B710CD-9668-4ED9-9237-F9B6E52BE360

Relation	Name	Price
5772968	160 15A AWD MOTOR GRADER	$580,837.60
3240889	RIPPER/SCARIFIER	$25,026.60
5855221	CONTROLS, PERF BUNDLE, AWD	$19,111.80
2497845	TIRES,14.0R24 MX XSNO+ * G2 MP	$17,362.80
4818610	BASE+6(WM,WT+F,DA1,DA2,FL,RIP)	$16,726.80
3122204	LIFT GROUP, MANUAL, FRONT	$13,557.40
3961966	SNOW ARRANGEMENT	$7,144.40
3589338	ACCUMULATORS, BLADE LIFT	$5,734.60
3944524	COLD WEATHER PLUS PACKAGE AWD	$4,626.90
3662459	GUARD, TRANSMISSION	$4,176.40
3977457	CAB, PLUS (INTERIOR)	$3,694.10
3493048	MOLDBOARD, 14' PLUS	$3,323.10
5516546	MOUNT,SNOW WING,FRAME RDY LED	$3,323.10
5527285	LIGHTS, WORKING, PLUS, LED	$3,185.30
5532589	HEADLIGHTS, FRONT, HIGH, LED	$1,674.80
3686239	ARTICULATION GUARD	$1,547.60
5506608	LIGHTS, ROADING, LED	$1,531.70
3859554	CAB, PLUS (STANDARD GLASS)	$1,356.80
3806775	PRECLEANER, SY-KLONE	$916.90
3440984	MIRRORS, OUTSIDE HEATED 24V	$821.50
3593925	LIFT GROUP, FRONT MOUNTING	$540.60
3953547	STARTER, ELEC, EXTREME DUTY	$499.26
0P2265	ROLL ON-ROLL OFF	$374.18
4698160	COOLANT, 60/40, -51C (-60F)	$337.08
2495516	HEATER, ENGINE COOLANT, 120V	$302.10
5213250	CIRCLE SAVER	$293.62
3803070	LIGHTS, SERVICE, INTERNAL	$237.44
160 AWD	160 AWD	$0.00
0P9003	LANE 3 ORDER	$0.00
3859297	GLOBAL ARRANGEMENT,LOW AMBIENT	$0.00
5674690	ENGINE, TIER IV	$0.00
3245328	DRAIN, GRAVITY, ENGINE OIL	$0.00
3941492	SEAT BELT	$0.00
4646442	PRODUCT LINK, CELLULAR PLE742	$0.00
5402373	TANK, FUEL, STANDARD	$0.00
5858822	FAN, STANDARD, AWD	$0.00
4218926	SERIALIZED TECHNICAL MEDIA KIT	$0.00
4429940	DECALS, ENGLISH (U.S.)	$0.00
3963921	CAMERA, REAR VISION	$0.00
0P3978	FUEL ANTIFREEZE, -25C (-13F)	$0.00

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	Total List 2023	**$718,264.48**
	Sourcewell Discount 30%	-$215,479.34
	Sourcewell Net	$502,785.14
	Additional WSECO GOV Dealer Support	-$57,014.81
	Benton County 160 AWD NET	$445,770.33
	Henke V Plow	$19,553.25
	Net	$465,323.58
	772G Trade	($85,000.00)
	TOTAL	$380,323.58
	8.1% WA Sales Tax	$30,806.20
	TOTAL WITH TAX	**411,129.78**

**ETA May 2023 **

Guaranteed Buyback 84 Months 5,000HRS $225,000.00



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14th, 2023
Subject:	Award & execute Contract with GMCO Corporation for 2023 Furnishing Magnesium Chloride
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Purchasing

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

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

Summary / Background Information

A call for bids was advertised for furnishing approximately 325,000 gallons of Magnesium Chloride (CB23-02). On February 23, 2023, two (2) bids were received and opened in the amounts on the attached tabulation. GMCO Corporation of Spokane, WA, was the lowest bidder at $0.95/gallon. The Road Maintenance Manager recommends award of the bid to GMCO Corporation.

	Price per gallon delivered
EnviroTech Services, Inc., Greeley, CO	$1.19 per gallon
GMCO Corporation, Spokane, WA	$0.95 per gallon

A contract has been prepared and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by GMCO Corporation of Spokane, Washington.

Fiscal Impact

Amount: Not to exceed $320,000.00 excluding WSST

Fund: Road Fund

Recommendation

It is recommended by the Public Works Manager that the Board concur, award and execute the contract for furnishing magnesium chloride to GMCO Corporation of Spokane, Washington and authorize the Chairman to sign the contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING AND EXECUTING A CONTRACT FOR FURNISHING APPROXIMATELY 325,000 GALLONS OF MAGNESIUM CHLORIDE FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT TO GMCO CORPORATION OF SPOKANE, WASHINGTON

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

WHEREAS, the County Engineer scheduled a bid call for furnishing Magnesium Chloride (CB21-08). Two (2) bids were received and opened on February 23, 2023, and are as set forth below and on the attached tabulation;

	Price per gallon delivered
EnviroTech Services, Inc., Greeley, CO	$1.19
GMCO Corporation, Spokane, WA	$0.95

WHEREAS, the Public Works Manager has reviewed the bids for completeness and recommends the purchase of approximately 325,000 gallons of magnesium chloride from GMCO Corporation as the lowest bidder; and

WHEREAS, a supply contract has been prepared, and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division, and has been executed by GMCO Corporation; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners concurs with the Public Works Manager's recommendation and hereby awards the bid for furnishing approximately 325,000 gallons of magnesium chloride for use by the Benton County Public Works Department to GMCO Corporation of Spokane, WA in an amount not to exceed $320,000.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said supply contract which will expire on September 30, 2023.

Dated this 14th day of March 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing D. Hope
cc: Auditor, GMCO Corp.

DocuSign Envelope ID: F0B81BB0-4128-4C69-B7DC-1173DA2B308D

SUPPLY CONTRACT
MAGNESIUM CHLORIDE

THIS AGREEMENT, made and entered into this____day of March, 2023, between the **COUNTY OF BENTON**, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and **GMCO CORPORATION**, hereinafter called "the Contractor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Contractor shall provide to the County, and the County shall obtain from the Contractor the magnesium chloride described and set forth in the "Proposal for Furnishing Magnesium Chloride" to the County of Benton (including Contractor's proposal), a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Contractor for those products obtained pursuant hereto those prices set forth in Contractor's proposal (Appendix A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor's price to the County as set forth in the Contractor's proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contacting the Contractor's major supplier.

III. The Contractor agrees to deliver to the County the magnesium chloride product at such locations within the County, at such times and in such quantities as the County may specify.

IV. 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.

V. 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, 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, 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 being clearly agreed and understood by the parties hereto

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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 V. shall survive termination and expiration of this Contract.**

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, the Contractor's employees, agents or subcontractors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Contractor, the County may terminate this contract for any reason. Upon receipt of the notice of termination, Contractor shall immediately cease magnesium chloride deliveries. Upon termination, the County will make payment in full in accordance with the terms of this contract for any magnesium chloride deliveries made as of either the receipt date of the notice of termination or the third day following the date of notice of termination, whichever is sooner.

VIII. This agreement expires September 30, 2023.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

GMCO CORPORATION

DocuSigned by:
by: Bruce Juelfs
DA29339CEEFA48C...

Title: V.P.of Sales & Marketing

Date 3/1/2023

COUNTY OF BENTON:

by:_____
Will McKay, Chairman Pro-Tem,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

DocuSigned by:
Reid Hay
7D2675FA0905430...
Reid Hay, Deputy Prosecuting Attorney

Date 2/28/2023

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PROPOSAL
FOR FURNISHING
MAGNESIUM CHLORIDE

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

ITEM NO.	PRODUCT	PRICE PER GAL. DELIVERED
1	Magnesium Chloride – as described in Request for Bids	$ .95 Gal.
	Please note: price is to be given per GALLON.	

DATED this 15 day of February, 2023.

VENDOR NAME: GMCO Corporation

ADDRESS: 4723 N Rebecca Street Spokane, WA 99217

corporate: P.O. Box 1480 Rifle, CO 81650

EMAIL ADDRESS: bjuelfs@gmcocorp.com

TELEPHONE: (970) 541-8834

WASHINGTON STATE UNIFORM BUSINESS IDENTIFIER NO.: 604 540 279

BY: _____ Bruce Juelfs, VP of Sales & Marketing
Authorized Signature — Print Name and Title

BY: _____
Authorized Signature — Print Name and Title

PROPOSAL MUST BE SIGNED

DocuSign Envelope ID: F0B81BB0-4128-4C69-B7DC-1173DA2B308D

GMCO Corporation
PO Box 1480
Rifle, CO 81650
800-244-2148

Product Sheet

IntegriBlend M

PRODUCTION LOCATION

Ogden, Utah

PRODUCT DESCRIPTION

IntegriBlend Liquid is a naturally produced product formulated to control dust and stabilize soil on unpaved roads, stockpiles, and other sources of fugitive dust. IntegriBlend M is a light amber liquid with a density of approximately 185 gallons per ton.

PHYSICAL PROPERTIES

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

Typical Analysis			Typical	Range
Magnesium Chloride	$MgCl_2$	(%)	30	29 – 31
Sulfate	SO_4	(%)	2.2	0.6 – 3.7
Water	H_2O	(%)	66.9	64 – 72

METHOD OF ANALYSIS

All analyses were performed by a third party lab. Copies of test reports are available upon request.

APPLICATION AND STORAGE

Application equipment should be washed daily with water. Storage equipment should be rinsed with water to prevent buildup of solids. Aluminum storage tanks or hauling equipment should not be grounded. Over application of $MgCl_2$ may result in unusually slippery road surfaces and should be avoided.

Information herein is intended to be indicative and not to be interpreted as a specification and no warranty is given

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Washington Counties Risk Pool Appointment
Presenter:	N/A
Prepared By:	Adam Morasch, Risk Manager
Reviewed By:	Matt Rasmussen, Deputy County Administrator

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

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

Summary / Background Information

The Washington Counties Risk Pool's Interlocal Agreement and Bylaws, and policies of its Board of Directors requires appointees and/or designees from each member county. There has been some transition beginning March 1, 2023, that warrant a change. By way of Resolution, Benton County may update our appointments and designations to the Risk Pool.

Fiscal Impact

N/A

Recommendation

Approve the Resolution authorizing the Chairman of the Board to sign the Resolution appointing and designating individuals to the Risk Pool.

Suggested Motion

Consent.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTINUING RELATIONSHIPS WITH THE WASHINGTON COUNTIES RISK POOL AND THE RELATED APPOINTMENTS AND DESIGNATIONS OF/FOR EACH MEMBER COUNTY

WHEREAS, several Washington counties agreed to the creation of the Washington Counties Risk Pool ("Pool"), organized, and operating under Chapters 48.62 and 39.34 RCW, to provide to its member counties programs of joint self-insurance, joint purchasing of insurance, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services; and

WHEREAS, the Pool's Interlocal Agreement and Bylaws, and policies of its Board of Directors require appointees and/or designees from each member county that is:

a. **Director / Alternate Director** (Article 8 of the Interlocal Agreement and Article 2 of the Bylaws) – officers or employees of each Pool member county that are appointed by and serve at the pleasure of the respective county's legislative authority;
b. **County Risk Manager** (Article 11(b) of the Interlocal Agreement) – an employee of each Pool member county appointed to serve as a liaison between the County and the Pool as to risk management and who is responsible for the risk management function within the County;
c. **County Safety Officer** (Article 11(c) of the Interlocal Agreement) – an active employee designated by each Pool member county who, along with a related committee, are maintained to consider all recommendations concerning the development and implementation of a loss control policy to prevent unsafe practices; and
d. **County Claims Administrator** (sections B.6, C and E.1.b of the Pool Board of Directors' Claims Handling Policies and Procedures) – each Pool member county must designate someone to administer civil claims, with whom incidents should be immediately reported to, who is responsible for sending all claims and lawsuits and reporting various known incidents to the Pool, and with whom the Pool will coordinate the County's claims administration; **NOW, THEREFORE**

BE IT RESOLVED, that Benton County hereby confirms the appointment or designation of the following individuals for the applicable and required relationships with the Washington Counties Risk Pool:

Director:	Adam Morasch, Risk Manager, or designee
Alternate Director:	Jeffrey Aultman, Deputy Prosecuting Attorney, or designee
Risk Manager:	Adam Morasch, Risk Manager, or designee
Safety Officer:	Adam Morasch, Risk Manager, or designee
Claims Administrator:	Adam Morasch, Risk Manager, or designee
Prosecuting Attorney:	Eric Eisinger

cc: Risk Management, Commissioners, Washington Counties Risk Pool A. Morasch

BE IT FURTHER RESOLVED, this resolution shall become effective immediately upon its passage and shall supersede any prior conflicting action(s), rescinding resolution 2023-077; and

BE IT FURTHER RESOLVED, that a copy of this resolution, once completed, shall be forwarded to the attention of the Executive Director at the Washington Counties Risk Pool, 2558 RW Johnson Road S.W., Suite 106, Tumwater, WA 98512-6103.

DATED this 14th day of March, 2023.

Chairman of the Board

Chairman Pro Tem

Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Risk Management, Commissioners, Washington Counties Risk Pool A. Morasch

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Authorizing the Purchase of Four Stalker Lidar Units from Applied Concepts, Inc. for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Eric Andrews; BCSO; 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

The Benton County Sheriff's Office (BCSO) received a grant award letter dated January 31, 2023 from Washington Association of Sheriffs & Police Chiefs allocating the funding for the purchase of four (4) Stalker Lidar XLR handheld units for an amount not to exceed $12,000.

BCSO received a quote from Applied Concepts, Inc. for the purchase of the four (4) Stalker Lidar XLR handheld units for an amount of $9,360.00 excluding WSST based on the Washington State Department of Enterprise Service NASPO Contract No. 00218.

BCSO reviewed the quote and recommends the Board approve the purchase of said equipment to be used to help enhance traffic safety in Benton County.

Fiscal Impact

Cost: $9,360.00 excluding WSST

Funding: 1260 – Sheriff's Investigative Fund – the purchase of said equipment shall be paid from the Sheriff Investigative Fund. The reimbursable grant will be deposited back into this same fund.

Recommendation

Approve the attached Resolution and Purchasing Agreement between Benton County and Applied Concepts, Inc. for the purchase of said equipment and authorize the Chairman to sign 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 AUTHORIZING THE PURCHASE OF FOUR (4) STALKER LIDAR XLR HANDHELD UNITS FROM APPLIED CONCEPTS, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES NASPO CONTRACT NO. 00218

WHEREAS, the Benton County Sheriff's Office (BCSO) received a grant award letter dated January 31, 2023 from Washington Association of Sheriffs & Police Chiefs allocating the funding for the purchase of four (4) Stalker Lidar XLR handheld units for an amount not to exceed $12,000; and

WHEREAS, BCSO received a quote from Applied Concepts, Inc. for the purchase of the four (4) Stalker Lidar XLR handheld units for an amount of $9,360.00 excluding WSST, based on the Washington State Department of Enterprise Service NASPO Contract No. 00218; and

WHEREAS, BCSO reviewed the quote and recommends the Board approve the purchase of said equipment to be used to help enhance traffic safety in Benton County; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and approves the purchase of four (4) Stalker Lidar XLR handheld units from Applied Concepts, Inc. utilizing the Washington State Department of Enterprise Services Agreement No. 00218 for an overall amount not to exceed $9,360.00 excluding WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached Purchase Agreement between Benton County and Applied Concepts, Inc.

Dated this _____ day of _____, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: BCSO
Cc: Auditors, Applied Concept, Inc.

L. Small

DocuSign Envelope ID: 2C36439A-50B1-41CD-A17C-4B8B32AC1477

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: Applied Concepts, Inc. dba/ Stalker Radar
Vendor Code:
Vendor Contact: Jan Achilles
Vendor Contact Phone: (972) 398-3780
Vendor Principal Place of Business: 855 E Collins Blvd., Richardson, TX 75081

Ship To:	Bill To:
Benton County Sheriff's Office 7122 W. Okanogan Pl., Suite A120 Kennewick, WA 99336	Benton County Sheriff's Office 7122 W. Okanogan Pl., Suite A120 Kennewick, WA 99336

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

P.O. Date: 3/14/2023
Delivery Date: from order placed

Line	Description	Qty	Unit Price	Total Price
1	Pkg 808-5025-00 - LIDAR-XLR-C - products provided all in accordance with Exhibit C - Quote #2068140	4	$ 2,340.00	$ 9,360.00

Vendor will bill the County at the rates provided herein payable by County thirty (30) days upon reciept.

SUB TOTAL =	$ 9,360.00
8.70% SALES TAX =	814.32
TOTAL ORDER =	$ 10,174.32

This Purchase Agreement incorporates by reference all terms and conditions of NASPO Agreement #00218 (attached hereto as Exhibit A), Products Price Schedule (attached hereto as Exhibit B), as well as Applied Concepts, Inc. dba/ Stalker Radar quote #2068140 (attached hereto as Exhibit C).

In case of conflict, the order of precedence is:
1. Exhibit A - The NASPO Agreement #00218;
2. Exhibit B - Products Price Schedule;
3. Exhibit C - Applied Concepts, Inc. dba/ Stalker Radar Quote #2068140;
4. This Purchase Agreement.

Questions and Clarifications should be Addressed to Buyer Contact:
Contact: Jason Erickson
Address: 7122 W. Okanogan Pl, Bldg B
Kennewick, WA 99336
Phone: (509) 735-6555 Ext. 3115
Email Jason.Erickson@co.benton.wa.us

Vendor's signature on this Purchase Agreement certifies acceptance of this Purchase Agreement and all terms and conditions, and supersedes any conflicted terms.

Approved as to Form (Deputy Prosecutor): DocuSigned by: Eric Andrews B4F7673BB8A1486...
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): Michael Kan Title: V.P. Sales Date: 3/3/23

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Chairman

Exhibit C

STALKER radar

applied concepts, inc.

QUOTE #2068140

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 02/28/23

Inside Sales Partner: Robert Mele, +1-972-801-4882, rmele@stalkerradar.com

Reg Sales Mgr: David Foster, 972-398-3780, davidf@stalkerradar.com

Effective From : 11/21/2022 **Valid Through:** 03/31/2023 **Lead Time:** 45 working days

Bill To:	**Customer ID:** 012634	**Ship To:**	*FedEx Ground*
Benton Co Sheriffs Office 7122 W Okanogan Pl Bldg B Kennewick, WA 99336-2359	Accounts Payable	Benton Co Sheriffs Office 7122 W Okanogan Pl Bldg B Kennewick, WA 99336-2359	Lieutenant Jason Erickson

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	808-5025-00	LIDAR-XLR-C - LI-Ion Handles, Charging Stand, Stor	24	$2,340.00	$9,360.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	4	200-1539-00	Stalker Lidar XLR		$0.00
2	8	200-0944-11	Lithium Ion Battery Handle, SII, X-Series, ProII		$0.00
3	4	200-0839-00	Desktop Charger for LI-ION Battery Handle		$0.00
4	4	035-0211-00	Soft Storage Bag		$0.00
5	4	011-0002-00	Lidar Certificate of Accuracy		$0.00
6	4	011-0171-00	Lidar X-Series Quick Start Guide		$0.00
7	4	035-0389-00	Lidar Shipping Box w/Foam		$0.00
8	4	060-1000-24	24-Month Warranty		$0.00
				Group Total	$9,360.00

Product	$9,360.00	Sub-Total:	$9,360.00
Discount	$0.00	Sales Tax 8.7%	$814.32
		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$10,174.32**

001

NASPO
00218
price includes shipping
WASPC Grant

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	Surplus and Disposition of Personal Property
Presenter:	
Prepared By:	Charles Glasscock
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 request personal property items be declared surplus and be disposed of as submitted.

The Sheriff's office requests to trade in 7 firearms and 5 holographic sights, with a total value of $5150, to Talos Tactical. In exchange, Talos Tactical will supply 5 rifle silencers and 2 rifle weapon lights, also valued at $5150.

Fiscal Impact

N/A

Recommendation

The Personal Property Manager recommends the personal property on the attached list be declared surplus and disposed of through trade-in as further outlined in the attached Resolution.

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 No. 07-752 sets forth the policies and procedures for surplus and disposition of personal property; and

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

WHEREAS, the Sheriff's Department has 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 attached listed property be declared surplus; and

WHEREAS, the items listed by the Sheriff's Department have been assigned an exchange value of $5,150 to be credited towards (5) Surefire RC2 Silencers and (2) Surefire M600U lights as further outlined in the attached quote #BCO021723 from Talos Tactical, LLC; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby authorizes the attached listed property to be determined surplus and disposed of through the trade-in process with Talos Tactical, LLC for an exchanged value amount of $5,150 to be credited towards said equipment listed in quote #BCO021723 from Talos Tactical, LLC.

Dated this _____day of _____, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: BCSO
Cc: L. Roe, B. Chilton

Talos Tactical, LLC

INVOICE

4034 W Van Giesen, Suite C
West Richland, WA 99353 (509) 967-7200

SOLD TO:
Benton County

SHIPPED TO:
Same

INVOICE NUMBER	BCO21223
INVOICE DATE	March 2, 2023
OUR ORDER NO.	Trade in Value
YOUR ORDER NO.	
TERMS	Net 30
SALES REP	Matt Cieslar
SHIPPED VIA	N/A
F.O.B.	
PREPAID or COLLECT	Trade in Value

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Benelli M4 Serial # Y053988L	1,000.00	$1,000.00
1	LMT Defender 2000 Serial # 35525	800.00	800.00
1	Colt AR15 A3 Serial # LBD025622	600.00	600.00
1	Colt AR15 A3 Serial # LBD025708	600.00	600.00
1	EOTECH Serial # 133677	200.00	200.00
1	EOTECH Seral # A1722271	200.00	200.00
1	EOTECH Serial # A1755848	200.00	200.00
1	EOTECH Serial # A1722450	200.00	200.00
1	EOTECH Serial # A1723153	200.00	200.00
1	Taurus TCP Serial # 58712C	50.00	50.00
1	Ruger Mini 14 with 2 mags Serial # 184-36820	500.00	500.00
1	Colt Law Enforcement Carbine Serial # LE006741	600.00	600.00
		SUBTOTAL	5,150.00
		TAX	0.00
		FREIGHT	
			$5,150.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Matt Cieslar
(509) 967-7200
email: Matt@TalosTactical.com

MAKE ALL CHECKS PAYABLE TO:
Talos Tactical

THANK YOU FOR YOUR BUSINESS!

Talos Tactical, LLC

INVOICE

4034 W Van Giesen, Suite C
West Richland, WA 99353 (509) 967-7200

SOLD TO:
Benton County

SHIPPED TO:
Same

INVOICE NUMBER	BCO021723
INVOICE DATE	March 2, 2023
OUR ORDER NO.	Trade to BCO
YOUR ORDER NO.	
TERMS	Net 30
SALES REP	Matt Cieslar
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	Trade to BCO

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
5	Surefire RC2 Silencers	950.00	$4,750.00
2	Surefire M600U Lights	200.00	400.00
		SUBTOTAL	5,150.00
		TAX	0.00
		FREIGHT	
			$5,150.00 PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Matt Cieslar
(509) 967-7200
email: Matt@TalosTactical.com

MAKE ALL CHECKS PAYABLE TO:
Talos Tactical

THANK YOU FOR YOUR BUSINESS!

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	District Court Update
Presenter:	Judge Jennifer Azure
Prepared By:	Jennifer Azure
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

District Court Update on new leadership and numbers as to the Civil, Criminal and Therapeutic Courts.

Fiscal Impact

N/A

Recommendation

N/A

Suggested Motion

N/A

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 14, 2023
Subject:	County-Wide Compensation Review Strategy
Presenter:	Carlee Nave and Jerrod MacPherson
Prepared By:	Human Resources and County Administration
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

Over the last several months, one off position classification reviews have been conducted which has led to salary changes for employees and has consequently led to a cascading effect and influx of classification review requests across the County. In October 2022, the County and the Courthouse Bargaining Unit agreed to implement salary schedule changes, which ultimately affected supervisors of those employees, and was addressed by the Board earlier this year.

Given the number of outstanding classification review requests, and the unbalanced nature of current classifications, staff is requesting that the Board consider contracting with a consultant to conduct a County-wide compensation study to review all non-interest arbitration positions in the County. To allow staff time to find a consultant, as well as begin the work of updating the County's job descriptions to prepare for a compensation review, staff is also requesting the Board implement a compensation review freeze, where positions will remain in their current pay grade, and no new position classifications will be created.

One of our goals coming out of the compensation study will be to publish a more robust Salary Administration and Compensation Review Policy to include the procedures for re-classification requests that have been historically captured in standalone resolutions.

Fiscal Impact

No budget impact currently, future budget impact is unknown.

Recommendation

Recommend the Board of Benton County Commissioners approve the resolution directing staff to begin the process of finding a contractor to conduct a County-wide compensation study and implementing a standalone compensation review freeze until a County-wide compensation study can be conducted.

Suggested Motion

Move to approve the Resolution directing staff to begin the process of finding a contractor to conduct a County-wide compensation study and implementing a standalone compensation review freeze as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

DIRECTING STAFF TO BEGIN THE PROCESS OF FINDING A CONTRACTOR TO CONDUCT A COUNTY-WIDE COMPENSATION STUDY AND RESCINDING RESOLUTION 2012-263, IMPLEMENTING A STANDALONE COMPENSATION REVIEW FREEZE

WHEREAS, the Board of Benton County Commissioners recognizes the need to have a salary structure with wage ranges based on contemporary compensation principles and market factors in order to attract and retain qualified employees; and

WHEREAS, it has been over twenty years since the County conducted a County-wide compensation study to align the salary structure; and

WHEREAS, the current salary schedule structure and position classifications have been determined to no longer meet the County's need and require review; and

WHEREAS, staff needs time to find a consultant to conduct a County-wide compensation study and update the County's job descriptions; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby directs County Administration and Human Resources to begin the process of finding a consultant to conduct a County-wide compensation review; and

BE IT FURTHER RESOLVED the Board of County Commissioners will no longer be approving standalone classification reviews or creating new classifications effective immediately until a County-wide compensation study can be conducted.

Dated this_____ day of _____, 2023.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Attest.....

Clerk of the Board

Constituting the Board of Commissioners

of Benton County, Washington

cc: HR, Elected Officials, Managers

Prepared by: J MacPherson