**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, August 22, 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:** August 15, 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**

Auditor

a. Accounts Payable ~ Check Posting List for 08/09/23
b. Accounts Payable ~ Check Posting List for 08/11/23
c. Payroll ~ Check Posting List for 08/15/23

Commissioners

d. Amended Interlocal Agreement & Bylaws of the Benton-Franklin Council of Governments
e. Verizon Wireless Radiofrequency Safety Plan Relating to the Old Kennewick General Hospital & Former Auburn Campus
f. Letter of Assurance to the Health Resources & Services Administration for the Recovery Center Project
g. Surplus and Disposition of Personal Property

Human Resources

h. Forgiveness of Outstanding Debt Related to Compliance Agreement w/Teamsters Union
i. Reclassifications and Salary Placements of Administrative Staff in the Commissioners' Office; Rescinding Resolution 2023-588

Human Services

j. Agreement w/Community Action Committee for Projects Under the WA State Community Development Block Grant

Juvenile

k. Contract Amendment No.1 w/Apollo Mechanical Contractors Facility Service for HVAC Maintenance Services

l. Contract w/Karyn Oldfield for Attorney Representation of Persons in Becca Dockets

Public Works

m. Accepting Local Solid Waste Financial Assistance Grant from WA State Dept. of Ecology

Purchasing

n. Award of the Three Rivers Behavioral Health Recovery Center Project to Bouten Construction Co.

o. Purchase of Three Ford Trucks from Clary Longview, LLC for Planning & Public Works Depts.

p. Purchase of Guardrail, Terminals, Cable & Components from Coral Sales Co. for Public Works

q. Payment to Meier Enterprises, Inc. for the Autopsy Ventilation System Upgrade Project

Sheriff

r. Line Item Transfer, Fund No. 0010, Dept. 125

**Other Business**

**Adjournment**

# MINUTES

# BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, August 15, 2023, 9:00 a.m.
*Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx*

**Present**: Chairman Will McKay
Commissioner Jerome Delvin, via/WebEx
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Tim Brown, IT; Carlee Nave, HR Manager; Public Works Manager Matt Mahoney; Clerk Josie Delvin; Human Services Manager Kyle Sullivan, via/WebEx; Nicole Webb, Commissioners' Office; Paxton Pederson, Human Services.

## Pledge of Allegiance

The Board recited the Pledge of Allegiance.

## Approval of Minutes

The Minutes of August 8, 2023 were approved.

## Review Agenda

The following items were added to the agenda:

- Grant Opportunity for Shoreline Master Plan
- Commissioners' Office Staff Evaluation

## Public Comment

Jim Atkins said he had been asking questions of the Board and was not getting all the answers to his questions. Additionally, he said he wanted a public answer to a public question, and that an email was not responsive.

Commissioner Alvarez commented that public comment allowed the public three minutes to speak to the Board, but it was not appropriate to go back and forth with dialogue during that time.

Chairman McKay said the Board and staff had reviewed his requests, responded appropriately, and considered all items that might be of a legal nature, and not just Mr. Atkins' personal requests and preferences.

Mr. Atkins demanded additional time to speak since his three minutes were reduced. However, the Chairman denied his request.

Tina Gregory, Kennewick, via/WebEx, expressed her concerns about government and that she agreed Mr. Atkins should be allowed additional time to speak.

**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:

Auditor

a. Payroll - Check Posting List for 08/04/23
b. Accounts Payable – Check Posting List for 08/04/23a
c. Accounts Payable – Check Posting List for 08/04/23b

Facilities

d. Line Item Transfer, Fund No. 0010, Dept. 110 for Two Portable Air Conditioners

Human Services

e. Contract w/WA State DSHS for Developmental Disabilities Services

Information Technology

f. Purchase of Palo Alto Networks Next Generation Firewalls, Security Subscription & Licensing From CompuNet, Inc.
g. Annual Subscription w/Zencity Technologies US, Inc. for Community Engagement Software
h. Purchase of One Laptop, Dock & Two Monitors From Dell for the Sheriff's Office

Juvenile

i. Agreement w/State of WA State DSHS for Evidence Based Treatment & Training Programs

Purchasing

j. First Amended Agreement w/Salt Distributors, Inc. for the Purchase of Road Salt
k. First Amended Agreement w/EnviroTech Services, Inc. for the Purchase of Deicer
l. Purchase of Two Cat D Dump Bodies From OSW Equipment & Repair, LLC by Equipment Rental & Revolving Fund
m. Purchase of Two Snow Plows From OSW Equipment & Repair, LLC for Public Works Department
n. Authorize the Placement of Two Message Boards to be Placed Into the ER&R Replacement Program
o. Purchase of Ford F350 Truck from Clary Longview, LLC for Public Works Department

Sheriff

p. Interlocal Agreement w/Cities of Kennewick & Richland for the Byrne Justice Assistance Grant

**Contract w/Greater Columbia Behavioral Health for the Community Behavioral Health Rental Assistance Program**

Kyle Sullivan, via/WebEx, presented the Contract with GCBH. He said the attorney had concerns, and some concerns were changed by GCBH, and some were not. The attorney was not willing to approve as to form due to inconsistencies on insurance, page numbering and date of final invoicing.

**MOTION**: Commissioner Alvarez moved to approve the Contract with Greater Columbia Behavioral Health and Benton County as presented. Commissioner Delvin seconded and upon vote, the motion carried.

**Contract w/WA State Health Care Authority for Drug & Alcohol Prevention Services**

Kyle Sullivan, via/WebEx, presented the Contract with the Washington State Health Care Authority for Drug and Alcohol Prevention Services for pass-through funding for independent contractors they contracted with. He said it was not approved as to form by the attorney due to unclear language in the insurance requirements, as well as a lack of specification that the services were to be rendered in both Benton and Franklin Counties.

**MOTION**: Commissioner Alvarez moved to approve the contract K6937 between Benton County and the Washington State Healthcare Authority as presented. Commissioner Delvin seconded and upon vote, the motion carried.

**Other Business**

Grant Opportunity – Ecology Shoreline Planning Grant

Greg Wendt, via/WebEx, said there was an Ecology shoreline planning grant they learned about last week and were requesting consensus from the Board to move forward with the application. It would provide funding for a project they wanted to work on that included, among other things, a cloud-based platform for monitoring and tracking data to help comply with the shoreline requirements, as well as develop a user guide to help explain the process. He said the amount of the grant would be $145,000 and would cover the entire project. The Board agreed to have the Planning Department move forward with the grant application.

Commissioners' Office Staff Evaluation

Matt Rasmussen said with the departure of the current Clerk of the Board, Admin decided to take a look at the current organization and operations of the Commissioners' office and determine if a change was needed. The current Clerk of the Board had absorbed, over time, a number of duties that were not traditional to the position, and Admin wanted to distribute those duties to other administrative staff and return the position to the traditional duties. They recommended a reclassification from a change from a Grade 15 to a Grade 13, and a new reporting structure with Commissioners' staff reporting to an Administrative Assistant.

**MOTION**: Commissioner Alvarez moved to the approve the Resolution Reclassifying the Clerk to the Board Position in the Commissioners' Office, Establishing the Salary Grade Clerk to the Board Position, and Approving the Classification Descriptions for the Executive Assistant and Office Support/BOE and Disability Board Secretary Positions in the Commissioners' Office. Commissioner Delvin seconded and upon vote, the motion carried.

## Payroll

Check Date: 08/04/2023

Payroll Checks
Total all funds: $3,039,991.64
Warrant #: 244166-244198
Direct Deposit #: 182005-182644

Payroll Draw Deductions/Transfers
Total all funds: $2,609,837.04
EFT #: 553-559
ACH #: 1050-1060

Payroll Deduction Warrants
Total all funds: $118,152.17
Warrant #: 248186-248197

## Accounts Payable

Check Date: 08/04/2023

Warrants #: 248084-248185
Total all funds: $1,852,330.06

EFT's #: 548-552
Transfers #: 1043
Total all funds: $39,754.91

Warrants #: 248198-248199
Total all funds: $50,156.46

## Resolutions

| | |
|---|---|
| 2023-573: | Line Item Transfer, Fund No. 0010, Dept. 110 for Two Portable Air Conditioners |
| 2023-574: | Contract w/WA State DSHS for Developmental Disabilities Services |
| 2023-575: | Purchase of Palo Alto Networks Next Generation Firewalls, Security Subscription & Licensing From CompuNet, Inc. |
| 2023-576: | Annual Subscription w/Zencity Technologies US, Inc. for Community Engagement Software |

2023-577: Purchase of One Laptop, Dock & Two Monitors From Dell for the Sheriff's Office
2023-578: Agreement w/State of WA State DSHS for Evidence Based Treatment & Training Programs
2023-579: First Amended Agreement w/Salt Distributors, Inc. for the Purchase of Road Salt
2023-580: First Amended Agreement w/EnviroTech Services, Inc. for the Purchase of Deicer
2023-581: Purchase of Two Cat D Dump Bodies From OSW Equipment & Repair, LLC by Equipment Rental & Revolving Fund
2023-582: Purchase of Two Snow Plows From OSW Equipment & Repair, LLC for Public Works Department
2023-583: Authorize the Placement of Two Message Boards to be Placed Into the ER&R Replacement Program
2023-584: Purchase of Ford F350 Truck from Clary Longview, LLC for Public Works Department
2023-585: Interlocal Agreement w/Cities of Kennewick & Richland for the Byrne Justice Assistance Grant
2023-586: GCBH Agreement No. 24CBRA-BCDHS-00 to Support the Community Behavioral Health Rental Assistance Program Between Greater Columbia Behavioral Health and Benton County Department of Human Services
2023-587: Contract #K6937 to Provide Drug and Alcohol Prevention Services Between Washington State Health Care Authority and the Benton County Department of Human Services
2023-588: Reclassifying the Clerk to the Board Position in the Commissioners' Office, Establishing the Salary Grade for the Clerk to the Board Position, and Approving the Classification Descriptions for the Executive Assistant and Office Support/BOE and Disability Board Secretary Positions in the Commissioners' Office

There being no further business before the Board, the meeting adjourned at approximately 9:21 a.m.

_____ _____

Clerk of the Board Chairman

We, the undersigned Board of County Commissioners of Benton County, Washington, do hereby certify that the merchandise of services hereinafter specified by Funds on the attached Check Posting List, have been received and are approved for payment.

**Accounts Payable**

Check Date: 08/09/2023

Transfers #1078
Total of all Funds $371,901.94

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

CASH ACCOUNT: 99900000 11123 Procurement Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|
| 1078 | 08/09/2023 | WIRE | 102181 ELAN, CORPORATE PAYMENTS | 07/27/2023 | | | 371,901.94 |
| | | | | | | CHECK 1078 TOTAL: | 371,901.94 |
| | | | NUMBER OF CHECKS 1 | | | *** CASH ACCOUNT TOTAL *** | 371,901.94 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL WIRE TRANSFERS | 1 | 371,901.94 |

*** GRAND TOTAL *** 371,901.94

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

| YEAR PER JNL<br>SRC ACCOUNT<br>EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC<br>LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| 2023 8 1120 | | | | | | | | | |
| APP 99900000-21340 | | | | | Vouchers Payable | | | 371,901.94 | |
| 08/09/2023 | CASH DISB | 080923 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11123 | | | | | Procurement Clearing | | | | 371,901.94 |
| 08/09/2023 | CASH DISB | 080923 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | JOURNAL 2023/08/1120 | TOTAL | | 371,901.94 | 371,901.94 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 9999 Treasurers Pooled Cash | 2023 | 8 | 1120 | 08/09/2023 | | | |
| 99900000-11123 | | | | | Procurement Clearing | | 371,901.94 |
| 99900000-21340 | | | | | Vouchers Payable | 371,901.94 | |
| | | | | | FUND TOTAL | 371,901.94 | 371,901.94 |

** END OF REPORT - Generated by Jury Torres **

We, the undersigned Board of County Commissioners of Benton County, Washington, do hereby certify that the merchandise of services hereinafter specified by Funds on the attached Check Posting List, have been received and are approved for payment.

**Accounts Payable**

Check Date: 08/09/2023

Warrants# 248315-248406
Total of all Funds: $732,185.50

Transfers #1061, 1064-1067, 1071-1072
Total of all Funds: $15,667.13

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 248315 | 08/11/2023 | PRTD | 100869 | 911 SUPPLY INC | 07/31/2023 | | 081123 | 131.48 |
| | | | | | CHECK | | 248315 TOTAL: | 131.48 |
| 248316 | 08/11/2023 | PRTD | 105681 | AHMED N PHIPPS | 08/03/2023 | | 081123 | 90.00 |
| | | | | | CHECK | | 248316 TOTAL: | 90.00 |
| 248317 | 08/11/2023 | PRTD | 105681 | AHMED N PHIPPS | 08/04/2023 | | 081123 | 510.00 |
| | | | | | CHECK | | 248317 TOTAL: | 510.00 |
| 248318 | 08/11/2023 | PRTD | 105821 | ALL CITY CLOSET CO. | 08/02/2023 | | 081123 | 962.27 |
| | | | | | CHECK | | 248318 TOTAL: | 962.27 |
| 248319 | 08/11/2023 | PRTD | 101377 | ARAMARK CORRECTIONAL SVCS LLC | 08/02/2023 | | 081123 | 24,445.71 |
| | | | | | CHECK | | 248319 TOTAL: | 24,445.71 |
| 248320 | 08/11/2023 | PRTD | 101408 | ATWOOD LAW OFFICE | 08/04/2023 | | 081123 | 179.23 |
| | | | | | CHECK | | 248320 TOTAL: | 179.23 |
| 248321 | 08/11/2023 | PRTD | 101420 | B & B EXPRESS PRINTING, INC | 07/31/2023 | | 081123 | 53.83 |
| | | | | | CHECK | | 248321 TOTAL: | 53.83 |
| 248322 | 08/11/2023 | PRTD | 100621 | BADGER METER INC | 07/29/2023 | | 081123 | 117.48 |
| | | | | | CHECK | | 248322 TOTAL: | 117.48 |
| 248323 | 08/11/2023 | PRTD | 101458 | BASIN DISPOSAL INC | 06/30/2023 | | 081123 | 346.82 |
| | | | | BASIN DISPOSAL INC | 07/31/2023 | | 081123 | 399.54 |
| | | | | | CHECK | | 248323 TOTAL: | 746.36 |
| 248324 | 08/11/2023 | PRTD | 101535 | BENTON PUD | 08/01/2023 | | 081123 | 53,594.28 |
| | | | | | CHECK | | 248324 TOTAL: | 53,594.28 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 248325 | 08/11/2023 | PRTD | 101567 | BENTON REA POWER NET | 07/31/2023 | | 081123 | 27.01 |
| | | | | | CHECK | | 248325 TOTAL: | 27.01 |
| 248326 | 08/11/2023 | PRTD | 101566 | BENTON RURAL ELECTRIC, ASSOCIATION | 07/31/2023 | | 081123 | 884.01 |
| | | | | | CHECK | | 248326 TOTAL: | 884.01 |
| 248327 | 08/11/2023 | PRTD | 101573 | BEST, SUZANNE | 07/30/2023 | | 081123 | 250.00 |
| | | | | | CHECK | | 248327 TOTAL: | 250.00 |
| 248328 | 08/11/2023 | PRTD | 101663 | BRUTZMANS INC | 07/24/2023 | | 081123 | 89.47 |
| | | | | | CHECK | | 248328 TOTAL: | 89.47 |
| 248329 | 08/11/2023 | PRTD | 105445 | BUD CLARY FORD/HYUNDAI | 08/03/2023 | | 081123 | 54,411.67 |
| | | | | | CHECK | | 248329 TOTAL: | 54,411.67 |
| 248330 | 08/11/2023 | PRTD | 101677 | BUNKER, THE | 08/04/2023 | | 081123 | 68.47 |
| | | | | BUNKER, THE | 08/04/2023 | | 081123 | 68.47 |
| | | | | BUNKER, THE | 08/04/2023 | | 081123 | 28.26 |
| | | | | BUNKER, THE | 08/04/2023 | | 081123 | 422.84 |
| | | | | BUNKER, THE | 07/31/2023 | | 081123 | 57.61 |
| | | | | BUNKER, THE | 07/24/2023 | | 081123 | 122.37 |
| | | | | | CHECK | | 248330 TOTAL: | 768.02 |
| 248331 | 08/11/2023 | PRTD | 101895 | C I INFORMATION MANAGEMENT | 07/31/2023 | | 081123 | 118.94 |
| | | | | C I INFORMATION MANAGEMENT | 07/31/2023 | | 081123 | 178.42 |
| | | | | C I INFORMATION MANAGEMENT | 07/31/2023 | | 081123 | 32.74 |
| | | | | | CHECK | | 248331 TOTAL: | 330.10 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 248332 | 08/11/2023 | PRTD | 101895 | C I INFORMATION MANAGEMENT | 07/31/2023 | | 081123 | 122.53 |
| | | | | | CHECK | | 248332 TOTAL: | 122.53 |
| 248333 | 08/11/2023 | PRTD | 105028 | C K J T ARCHITECTS | 08/02/2023 | | 081123 | 5,009.11 |
| | | | | | CHECK | | 248333 TOTAL: | 5,009.11 |
| 248334 | 08/11/2023 | PRTD | 101750 | CASCADE NATURAL GAS CORP | 08/03/2023 | | 081123 | 6,442.08 |
| | | | | CASCADE NATURAL GAS CORP | 08/01/2023 | | 081123 | 13.83 |
| | | | | | CHECK | | 248334 TOTAL: | 6,455.91 |
| 248335 | 08/11/2023 | PRTD | 101824 | CITY OF RICHLAND LANDFILL | 07/31/2023 | | 081123 | 15.39 |
| | | | | CITY OF RICHLAND LANDFILL | 07/31/2023 | | 081123 | 15.39 |
| | | | | CITY OF RICHLAND LANDFILL | 07/31/2023 | | 081123 | 18.81 |
| | | | | CITY OF RICHLAND LANDFILL | 07/25/2023 | | 081123 | 19.38 |
| | | | | CITY OF RICHLAND LANDFILL | 07/25/2023 | | 081123 | 21.09 |
| | | | | CITY OF RICHLAND LANDFILL | 07/25/2023 | | 081123 | 15.00 |
| | | | | CITY OF RICHLAND LANDFILL | 07/28/2023 | | 081123 | 15.00 |
| | | | | | CHECK | | 248335 TOTAL: | 120.06 |
| 248336 | 08/11/2023 | PRTD | 101860 | COLEMAN OIL COMPANY | 07/31/2023 | | 081123 | 366.82 |
| | | | | COLEMAN OIL COMPANY | 07/31/2023 | | 081123 | 995.58 |
| | | | | COLEMAN OIL COMPANY | 07/31/2023 | | 081123 | 51.89 |
| | | | | COLEMAN OIL COMPANY | 07/31/2023 | | 081123 | 92.17 |
| | | | | COLEMAN OIL COMPANY | 07/15/2023 | | 081123 | 13,773.96 |
| | | | | COLEMAN OIL COMPANY | 07/31/2023 | | 081123 | 149.29 |
| | | | | COLEMAN OIL COMPANY | 07/31/2023 | | 081123 | 89.58 |
| | | | | COLEMAN OIL COMPANY | 07/31/2023 | | 081123 | 15,279.80 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK | 248336 TOTAL: | 30,799.09 |
| 248337 | 08/11/2023 | PRTD | 101873 | COLUMBIA BASIN PAPER & SUPPLY | 08/02/2023 | | 081123 | 56.63 |
| | | | | | | CHECK | 248337 TOTAL: | 56.63 |
| 248338 | 08/11/2023 | PRTD | 101879 | COLUMBIA CLEANERS | 08/01/2023 | | 081123 | 16.09 |
| | | | | | | CHECK | 248338 TOTAL: | 16.09 |
| 248339 | 08/11/2023 | PRTD | 101913 | COMPUNET, INC | 06/30/2023 | | 081123 | 38,795.42 |
| | | | | | | CHECK | 248339 TOTAL: | 38,795.42 |
| 248340 | 08/11/2023 | PRTD | 101918 | CONNELL OIL INC | 07/31/2023 | | 081123 | 239.78 |
| | | | | CONNELL OIL INC | 07/27/2023 | | 081123 | 88.14 |
| | | | | CONNELL OIL INC | 07/31/2023 | | 081123 | 4,807.15 |
| | | | | | | CHECK | 248340 TOTAL: | 5,135.07 |
| 248341 | 08/11/2023 | PRTD | 101927 | CONSOLIDATED SUPPLY CO | 08/02/2023 | | 081123 | 44.59 |
| | | | | | | CHECK | 248341 TOTAL: | 44.59 |
| 248342 | 08/11/2023 | PRTD | 101928 | CONSOLIDATED TECHNOLOGY, SERVICES | 08/03/2023 | | 081123 | 220.00 |
| | | | | | | CHECK | 248342 TOTAL: | 220.00 |
| 248343 | 08/11/2023 | PRTD | 101950 | CORWIN FORD - TRI-CITIES | 07/24/2023 | | 081123 | 16.00 |
| | | | | CORWIN FORD - TRI-CITIES | 07/13/2023 | | 081123 | 209.60 |
| | | | | | | CHECK | 248343 TOTAL: | 225.60 |
| 248344 | 08/11/2023 | PRTD | 105743 | CRUMB COURT REPORTING LLC | 07/24/2023 | | 081123 | 1,375.00 |
| | | | | | | CHECK | 248344 TOTAL: | 1,375.00 |
| 248345 | 08/11/2023 | PRTD | 105765 | DIANA ANGELICA CHAVEZ | 06/01/2023 | | 081123 | 525.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | CHECK | | 248345 TOTAL: | 525.00 |
| 248346 | 08/11/2023 | PRTD | 105695 | EL DORADO INCORPORATED | 04/30/2023 | | 081123 | 66,665.78 |
| | | | | EL DORADO INCORPORATED | 06/30/2023 | | 081123 | 101,348.84 |
| | | | | | CHECK | | 248346 TOTAL: | 168,014.62 |
| 248347 | 08/11/2023 | PRTD | 100959 | ETSUKOLEE TRANSLATION SERVICE , INC | 08/08/2023 | | 081123 | 120.00 |
| | | | | | CHECK | | 248347 TOTAL: | 120.00 |
| 248348 | 08/11/2023 | PRTD | 105820 | EVENTS AT SUNSET | 07/01/2023 | | 081123 | 500.00 |
| | | | | | CHECK | | 248348 TOTAL: | 500.00 |
| 248349 | 08/11/2023 | PRTD | 100977 | EXPRESS EMPLOYMENT, PROFESSIONALS | 07/19/2023 | | 081123 | 473.20 |
| | | | | EXPRESS EMPLOYMENT, PROFESSIONALS | 07/19/2023 | | 081123 | 4,110.08 |
| | | | | | CHECK | | 248349 TOTAL: | 4,583.28 |
| 248350 | 08/11/2023 | PRTD | 105816 | FAIRBANK EQUIPMENT INC | 04/18/2023 | | 081123 | 97.29 |
| | | | | | CHECK | | 248350 TOTAL: | 97.29 |
| 248351 | 08/11/2023 | PRTD | 105468 | FLOOR AND HOME TRI-CITIES | 04/27/2023 | | 081123 | 7,695.00 |
| | | | | | CHECK | | 248351 TOTAL: | 7,695.00 |
| 248352 | 08/11/2023 | PRTD | 102468 | GOVCONNECTION, INC. | 07/20/2023 | | 081123 | 411.97 |
| | | | | | CHECK | | 248352 TOTAL: | 411.97 |
| 248353 | 08/11/2023 | PRTD | 101143 | GPS INSIGHT LLC | 08/01/2023 | | 081123 | 53.94 |
| | | | | | CHECK | | 248353 TOTAL: | 53.94 |
| 248354 | 08/11/2023 | PRTD | 105281 | GPS INSIGHT LLC | 07/01/2023 | | 081123 | 53.94 |
| | | | | | CHECK | | 248354 TOTAL: | 53.94 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 248355 | 08/11/2023 | PRTD | 105599 | H&L AUTO GLASS LLC | 07/18/2023 | | 081123 | 367.85 |
| | | | | H&L AUTO GLASS LLC | 07/21/2023 | | 081123 | 478.08 |
| | | | | H&L AUTO GLASS LLC | 07/19/2023 | | 081123 | 54.05 |
| | | | | | | CHECK | 248355 TOTAL: | 899.98 |
| 248356 | 08/11/2023 | PRTD | 105447 | HOGLUND MEDIATION SERVICES | 08/02/2023 | | 081123 | 479.18 |
| | | | | | | CHECK | 248356 TOTAL: | 479.18 |
| 248357 | 08/11/2023 | PRTD | 104890 | JEFFREY B ADAMS | 07/31/2023 | | 081123 | 1,481.81 |
| | | | | | | CHECK | 248357 TOTAL: | 1,481.81 |
| 248358 | 08/11/2023 | PRTD | 102778 | JIM'S PACIFIC GARAGES, INC | 07/20/2023 | | 081123 | 571.21 |
| | | | | JIM'S PACIFIC GARAGES, INC | 07/21/2023 | | 081123 | 802.57 |
| | | | | JIM'S PACIFIC GARAGES, INC | 07/18/2023 | | 081123 | 375.67 |
| | | | | JIM'S PACIFIC GARAGES, INC | 07/18/2023 | | 081123 | 168.43 |
| | | | | JIM'S PACIFIC GARAGES, INC | 07/25/2023 | | 081123 | 89.33 |
| | | | | JIM'S PACIFIC GARAGES, INC | 07/26/2023 | | 081123 | 44.49 |
| | | | | JIM'S PACIFIC GARAGES, INC | 07/27/2023 | | 081123 | 21.45 |
| | | | | | | CHECK | 248358 TOTAL: | 2,073.15 |
| 248359 | 08/11/2023 | PRTD | 102053 | JOHNSON & JOHSON LAW FIRM, PLLC | 07/30/2023 | | 081123 | 244.38 |
| | | | | | | CHECK | 248359 TOTAL: | 244.38 |
| 248360 | 08/11/2023 | PRTD | 105752 | JONATHAN D AMITH | 08/02/2023 | | 081123 | 150.00 |
| | | | | | | CHECK | 248360 TOTAL: | 150.00 |
| 248361 | 08/11/2023 | PRTD | 102826 | KEEFE COMMISSARY NETWORK, LLC | 08/02/2023 | | 081123 | 6,138.03 |
| | | | | KEEFE COMMISSARY NETWORK, LLC | 08/02/2023 | | 081123 | -171.61 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| | | | | | CHECK | | 248361 TOTAL: | 5,966.42 |
| 248362 | 08/11/2023 | PRTD | 102828 | KELLER SUPPLY COMPANY | 07/13/2023 | | 081123 | 1,771.11 |
| | | | | | CHECK | | 248362 TOTAL: | 1,771.11 |
| 248363 | 08/11/2023 | PRTD | 102839 | KIE SUPPLY CORPORATION | 07/28/2023 | | 081123 | 156.01 |
| | | | | KIE SUPPLY CORPORATION | 08/02/2023 | | 081123 | 111.03 |
| | | | | | CHECK | | 248363 TOTAL: | 267.04 |
| 248364 | 08/11/2023 | PRTD | 105796 | LAW ENFORCEMENT PERSPECTIVES | 07/08/2023 | | 081123 | 2,125.98 |
| | | | | | CHECK | | 248364 TOTAL: | 2,125.98 |
| 248365 | 08/11/2023 | PRTD | 103025 | LOWE'S HOME CENTERS INC | 07/25/2023 | | 081123 | 5,451.05 |
| | | | | | CHECK | | 248365 TOTAL: | 5,451.05 |
| 248366 | 08/11/2023 | PRTD | 105813 | MARION COUNTY OREGON | 07/18/2023 | | 081123 | 50.00 |
| | | | | | CHECK | | 248366 TOTAL: | 50.00 |
| 248367 | 08/11/2023 | PRTD | 103134 | MEL'S INTERCITY TOWING | 07/24/2023 | | 081123 | 218.49 |
| | | | | MEL'S INTERCITY TOWING | 07/24/2023 | | 081123 | 218.49 |
| | | | | MEL'S INTERCITY TOWING | 08/04/2023 | | 081123 | 134.79 |
| | | | | | CHECK | | 248367 TOTAL: | 571.77 |
| 248368 | 08/11/2023 | PRTD | 103161 | MIGHTY JOHNS PORTABLE TOILET , & S | 07/31/2023 | | 081123 | 95.00 |
| | | | | MIGHTY JOHNS PORTABLE TOILET , & S | 07/31/2023 | | 081123 | 388.00 |
| | | | | MIGHTY JOHNS PORTABLE TOILET , & S | 07/31/2023 | | 081123 | 95.00 |
| | | | | MIGHTY JOHNS PORTABLE TOILET , & S | 07/31/2023 | | 081123 | 195.00 |
| | | | | MIGHTY JOHNS PORTABLE TOILET , & S | 07/31/2023 | | 081123 | 62.50 |
| | | | | | CHECK | | 248368 TOTAL: | 835.50 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 248369 | 08/11/2023 | PRTD | 103069 | MMEC ARCHITECTURE & INTERIORS , LLC | 08/02/2023 | | 081123 | 6,522.50 |
| | | | | | | CHECK | 248369 TOTAL: | 6,522.50 |
| 248370 | 08/11/2023 | PRTD | 103212 | MOUNT'S LOCK, KEY & ENGRAVING , INC | 07/31/2023 | | 081123 | 54.35 |
| | | | | | | CHECK | 248370 TOTAL: | 54.35 |
| 248371 | 08/11/2023 | PRTD | 103248 | NAPA-PROSSER | 07/18/2023 | | 081123 | 35.86 |
| | | | | NAPA-PROSSER | 07/26/2023 | | 081123 | 9.85 |
| | | | | | | CHECK | 248371 TOTAL: | 45.71 |
| 248372 | 08/11/2023 | PRTD | 999999 | DEPARTMENT OF LICENSING | 08/02/2023 | | 081123 | 317.85 |
| | | | | | | CHECK | 248372 TOTAL: | 317.85 |
| 248373 | 08/11/2023 | PRTD | 103469 | PACIFIC OFFICE AUTOMATION, INC | 08/01/2023 | | 081123 | 100.21 |
| | | | | | | CHECK | 248373 TOTAL: | 100.21 |
| 248374 | 08/11/2023 | PRTD | 103472 | PACWEST MACHINERY LLC | 07/26/2023 | | 081123 | 703.09 |
| | | | | | | CHECK | 248374 TOTAL: | 703.09 |
| 248375 | 08/11/2023 | PRTD | 103483 | PAPE' MACHINERY, INC | 07/28/2023 | | 081123 | 41.85 |
| | | | | PAPE' MACHINERY, INC | 07/27/2023 | | 081123 | 179.77 |
| | | | | | | CHECK | 248375 TOTAL: | 221.62 |
| 248376 | 08/11/2023 | PRTD | 103510 | PAVEMENT SURFACE CONTROL | 07/26/2023 | | 081123 | 216,099.29 |
| | | | | | | CHECK | 248376 TOTAL: | 216,099.29 |
| 248377 | 08/11/2023 | PRTD | 103513 | PAYNEWEST INSURANCE, INC | 07/27/2023 | | 081123 | 4,139.00 |
| | | | | | | CHECK | 248377 TOTAL: | 4,139.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 248378 | 08/11/2023 | PRTD | 103453 | PBS ENGINEERING &, ENVIRONMENTAL | 07/25/2023 | | 081123 | 8,499.50 |
| | | | | | | CHECK | 248378 TOTAL: | 8,499.50 |
| 248379 | 08/11/2023 | PRTD | 103572 | PLAUCHE & CARR LLP | 08/01/2023 | | 081123 | 8,333.33 |
| | | | | | | CHECK | 248379 TOTAL: | 8,333.33 |
| 248380 | 08/11/2023 | PRTD | 100835 | PRONTO PROCESS SERVICE | 07/31/2023 | | 081123 | 50.00 |
| | | | | | | CHECK | 248380 TOTAL: | 50.00 |
| 248381 | 08/11/2023 | PRTD | 103684 | RAINWATER, INC | 08/01/2023 | | 081123 | 16.20 |
| | | | | RAINWATER, INC | 08/01/2023 | | 081123 | 8.64 |
| | | | | RAINWATER, INC | 08/01/2023 | | 081123 | 15.07 |
| | | | | | | CHECK | 248381 TOTAL: | 39.91 |
| 248382 | 08/11/2023 | PRTD | 103686 | RAMON, BERTHA | 07/28/2023 | | 081123 | 225.00 |
| | | | | | | CHECK | 248382 TOTAL: | 225.00 |
| 248383 | 08/11/2023 | PRTD | 103671 | RDO TRUST #80-6130 | 07/13/2023 | | 081123 | -58.81 |
| | | | | RDO TRUST #80-6130 | 07/31/2023 | | 081123 | 50.10 |
| | | | | RDO TRUST #80-6130 | 07/31/2023 | | 081123 | 36.20 |
| | | | | | | CHECK | 248383 TOTAL: | 27.49 |
| 248384 | 08/11/2023 | PRTD | 103755 | RICOH USA, INC | 07/01/2023 | | 081123 | 12.53 |
| | | | | RICOH USA, INC | 07/13/2023 | | 081123 | 124.56 |
| | | | | RICOH USA, INC | 07/24/2023 | | 081123 | 551.49 |
| | | | | RICOH USA, INC | 07/20/2023 | | 081123 | 1,014.59 |
| | | | | RICOH USA, INC | 07/20/2023 | | 081123 | 1,014.59 |
| | | | | | | CHECK | 248384 TOTAL: | 2,717.76 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 248385 | 08/11/2023 | PRTD | 103865 | SCHINDLER ELEVATOR CORP. | 05/08/2023 | | 081123 | 6,919.71 |
| | | | | | | CHECK | 248385 TOTAL: | 6,919.71 |
| 248386 | 08/11/2023 | PRTD | 102527 | SHELLY HANSEN RID CERTIFIED, SIGN L | 07/31/2023 | | 081123 | 150.00 |
| | | | | | | CHECK | 248386 TOTAL: | 150.00 |
| 248387 | 08/11/2023 | PRTD | 102527 | SHELLY HANSEN RID CERTIFIED, SIGN L | 08/01/2023 | | 081123 | 75.00 |
| | | | | | | CHECK | 248387 TOTAL: | 75.00 |
| 248388 | 08/11/2023 | PRTD | 103981 | SOUND UNIFORM SOLUTIONS INC | 07/13/2023 | | 081123 | 500.02 |
| | | | | SOUND UNIFORM SOLUTIONS INC | 07/17/2023 | | 081123 | 243.60 |
| | | | | SOUND UNIFORM SOLUTIONS INC | 07/17/2023 | | 081123 | 287.08 |
| | | | | | | CHECK | 248388 TOTAL: | 1,030.70 |
| 248389 | 08/11/2023 | PRTD | 104027 | STAPLES | 08/03/2023 | | 081123 | 145.03 |
| | | | | | | CHECK | 248389 TOTAL: | 145.03 |
| 248390 | 08/11/2023 | PRTD | 104029 | STAPLES ADVANTAGE | 07/29/2023 | | 081123 | 54.75 |
| | | | | | | CHECK | 248390 TOTAL: | 54.75 |
| 248391 | 08/11/2023 | PRTD | 104051 | STEPHENSON COMPUTER CONSULTING, INC | 07/19/2023 | | 081123 | 640.00 |
| | | | | | | CHECK | 248391 TOTAL: | 640.00 |
| 248392 | 08/11/2023 | PRTD | 105448 | T. SYMONS SERVICES | 08/04/2023 | | 081123 | 664.05 |
| | | | | | | CHECK | 248392 TOTAL: | 664.05 |
| 248393 | 08/11/2023 | PRTD | 105371 | THE CROWLEY COMPANY | 07/24/2023 | | 081123 | 500.00 |
| | | | | | | CHECK | 248393 TOTAL: | 500.00 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 248394 | 08/11/2023 | PRTD | 101142 | TOM DENCHEL FORD COUNTRY, OF PROSSE | 07/20/2023 | | 081123 | 356.50 |
| | | | | TOM DENCHEL FORD COUNTRY, OF PROSSE | 07/31/2023 | | 081123 | 68.47 |
| | | | | | CHECK | | 248394 TOTAL: | 424.97 |
| 248395 | 08/11/2023 | PRTD | 104257 | TYLER TECHNOLOGIES, INC | 08/01/2023 | | 081123 | 38,469.20 |
| | | | | | CHECK | | 248395 TOTAL: | 38,469.20 |
| 248396 | 08/11/2023 | PRTD | 104269 | U S LINEN & UNIFORM INC | 07/31/2023 | | 081123 | 248.00 |
| | | | | U S LINEN & UNIFORM INC | 07/31/2023 | | 081123 | 176.04 |
| | | | | U S LINEN & UNIFORM INC | 08/01/2023 | | 081123 | 43.48 |
| | | | | | CHECK | | 248396 TOTAL: | 467.52 |
| 248397 | 08/11/2023 | PRTD | 105026 | UTTER, DAVID | 08/03/2023 | | 081123 | 50.00 |
| | | | | | CHECK | | 248397 TOTAL: | 50.00 |
| 248398 | 08/11/2023 | PRTD | 101271 | VICS AUTO AND SUPPLY, NAPA | 07/20/2023 | | 081123 | 5.50 |
| | | | | VICS AUTO AND SUPPLY, NAPA | 07/25/2023 | | 081123 | 18.10 |
| | | | | VICS AUTO AND SUPPLY, NAPA | 07/25/2023 | | 081123 | 10.86 |
| | | | | | CHECK | | 248398 TOTAL: | 34.46 |
| 248399 | 08/11/2023 | PRTD | 105074 | VICS AUTO PARTS & SUPPLY | 07/24/2023 | | 081123 | 107.85 |
| | | | | | CHECK | | 248399 TOTAL: | 107.85 |
| 248400 | 08/11/2023 | PRTD | 104455 | WA ST DEPT OF HEALTH | 08/01/2023 | | 081123 | 185.00 |
| | | | | | CHECK | | 248400 TOTAL: | 185.00 |
| 248401 | 08/11/2023 | PRTD | 100715 | WALK-N-ROLL INC | 06/29/2023 | | 081123 | 386.22 |
| | | | | | CHECK | | 248401 TOTAL: | 386.22 |

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 248402 | 08/11/2023 | PRTD | 104484 | WM CORPORATE SERVICES INC | 08/01/2023 | | 081123 | 937.50 |
| | | | | | | CHECK | 248402 TOTAL: | 937.50 |
| 248403 | 08/11/2023 | PRTD | 104526 | WESTERN DETENTION PRODUCTS INC | 07/17/2023 | | 081123 | 161.94 |
| | | | | | | CHECK | 248403 TOTAL: | 161.94 |
| 248404 | 08/11/2023 | PRTD | 104528 | WESTERN EXTERMINATOR COMPANY | 07/31/2023 | | 081123 | 251.64 |
| | | | | | | CHECK | 248404 TOTAL: | 251.64 |
| 248405 | 08/11/2023 | PRTD | 104555 | WILBUR-ELLIS CO | 07/25/2023 | | 081123 | 1,196.03 |
| | | | | | | CHECK | 248405 TOTAL: | 1,196.03 |
| 248406 | 08/11/2023 | PRTD | 105747 | WINSUPPLY GREENVILLE NC CO | 07/26/2023 | | 081123 | 848.89 |
| | | | | | | CHECK | 248406 TOTAL: | 848.89 |

NUMBER OF CHECKS 92 *** CASH ACCOUNT TOTAL *** 732,185.50

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL PRINTED CHECKS | 92 | 732,185.50 |

*** GRAND TOTAL *** 732,185.50

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

| YEAR PER JNL / SRC ACCOUNT / EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| 2023 8 1357 | | | | | | | | | |
| APP GF005000-21340 | | | | | Vouchers Payable | | | 138,552.64 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11120 | | | | | AP Check Claims Clearing | | | | 732,185.50 |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PS850000-21340 | | | | | Vouchers Payable | | | 65,609.83 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP EL500000-21340 | | | | | Vouchers Payable | | | 179.04 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CP850000-21340 | | | | | Vouchers Payable | | | 11,531.61 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BHF85000-21340 | | | | | Vouchers Payable | | | 10,186.03 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IT850000-21340 | | | | | Vouchers Payable | | | 80,741.74 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP SD850000-21340 | | | | | Vouchers Payable | | | 8,425.50 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BS850000-21340 | | | | | Vouchers Payable | | | 5,874.95 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IM850000-21340 | | | | | Vouchers Payable | | | 45.63 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP ER850000-21340 | | | | | Vouchers Payable | | | 5,695.09 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP RE850000-21340 | | | | | Vouchers Payable | | | 88,257.06 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP RC850000-21340 | | | | | Vouchers Payable | | | 88,257.06 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP FG850000-21340 | | | | | Vouchers Payable | | | 1,410.70 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP AO850000-21340 | | | | | Vouchers Payable | | | 411.97 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IB850000-21340 | | | | | Vouchers Payable | | | 5,966.42 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP RD850000-21340 | | | | | Vouchers Payable | | | 216,099.29 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP WC850000-21340 | | | | | Vouchers Payable | | | 4,139.00 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP JC850000-21340 | | | | | Vouchers Payable | | | 801.94 | |
| 08/11/2023 | 081123 | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 732,185.50 | 732,185.50 |
| APP 99900000-80010 | | | | | Due To General Fund | | | 138,552.64 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP GF001000-11110 | | | | | Cash Equity | | | | 138,552.64 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81480 | | | | | Due To Public Safety Tax Fund | | | 65,609.83 | |

| YEAR PER JNL SRC ACCOUNT / EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP PS810000-11110 | | | | | Cash Equity | | | | 65,609.83 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81110 | | | | | Due To Election Reserve | | | 179.04 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP EL100000-11110 | | | | | Cash Equity | | | | 179.04 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-83050 | | | | | Due To Capital Projects | | | 11,531.61 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP CP810000-11110 | | | | | Cash Equity | | | | 11,531.61 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81600 | | | | | Due To Behavioral Health | | | 10,186.03 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP BHF81000-11110 | | | | | Cash Equity | | | | 10,186.03 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-85020 | | | | | Due To Central Services | | | 80,741.74 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP IT810000-11110 | | | | | Cash Equity | | | | 80,741.74 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81350 | | | | | Due To Sustainable Development | | | 8,425.50 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP SD810000-11110 | | | | | Cash Equity | | | | 8,425.50 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81270 | | | | | Due To Boating Safety & Patrol | | | 5,874.95 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP BS810000-11110 | | | | | Cash Equity | | | | 5,874.95 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-85040 | | | | | Due To Insurance Management | | | 45.63 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP IM810000-11110 | | | | | Cash Equity | | | | 45.63 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-85010 | | | | | Due To Equipment Rental & Rev | | | 5,695.09 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP ER810000-11110 | | | | | Cash Equity | | | | 5,695.09 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81300 | | | | | Due To Real Estate Excise Tax | | | 88,257.06 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP RE810000-11110 | | | | | Cash Equity | | | | 88,257.06 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81440 | | | | | Due To Rural County Capital Fd | | | 88,257.06 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP RC810000-11110 | | | | | Cash Equity | | | | 88,257.06 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81240 | | | | | Due To Fairgrounds Oper Budget | | | 1,410.70 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP FG810000-11110 | | | | | Cash Equity | | | | 1,410.70 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81060 | | | | | Due To Auditors O&M | | | 411.97 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |

JOURNAL ENTRIES TO BE CREATED

| YEAR PER JNL SRC ACCOUNT / EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| APP AO810000-11110 | | | | | Cash Equity | | | | 411.97 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81160 | | | | | Due To Inmate Benevolence Fund | | | 5,966.42 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP IB810000-11110 | | | | | Cash Equity | | | | 5,966.42 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81010 | | | | | Due To County Road | | | 216,099.29 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP RD810000-11110 | | | | | Cash Equity | | | | 216,099.29 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-85030 | | | | | Due To Workmens Compensation | | | 4,139.00 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP WC810000-11110 | | | | | Cash Equity | | | | 4,139.00 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP 99900000-81150 | | | | | Due To Juvenile Center | | | 801.94 | |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| APP JC810000-11110 | | | | | Cash Equity | | | | 801.94 |
| 08/11/2023 | 081123 | 081123 | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 732,185.50 | 732,185.50 |
| | | | | | JOURNAL 2023/08/1357 TOTAL | | | 1,464,371.00 | 1,464,371.00 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2023 | 8 | 1357 | 08/11/2023 | | | |
| GF001000-11110 | | | | Cash Equity | | | 138,552.64 |
| GF005000-21340 | | | | Vouchers Payable | | 138,552.64 | |
| | | | | | FUND TOTAL | 138,552.64 | 138,552.64 |
| 1010 County Road | 2023 | 8 | 1357 | 08/11/2023 | | | |
| RD810000-11110 | | | | Cash Equity | | | 216,099.29 |
| RD850000-21340 | | | | Vouchers Payable | | 216,099.29 | |
| | | | | | FUND TOTAL | 216,099.29 | 216,099.29 |
| 1060 Auditors O&M | 2023 | 8 | 1357 | 08/11/2023 | | | |
| AO810000-11110 | | | | Cash Equity | | | 411.97 |
| AO850000-21340 | | | | Vouchers Payable | | 411.97 | |
| | | | | | FUND TOTAL | 411.97 | 411.97 |
| 1110 Election Reserve | 2023 | 8 | 1357 | 08/11/2023 | | | |
| EL100000-11110 | | | | Cash Equity | | | 179.04 |
| EL500000-21340 | | | | Vouchers Payable | | 179.04 | |
| | | | | | FUND TOTAL | 179.04 | 179.04 |
| 1150 Juvenile Center | 2023 | 8 | 1357 | 08/11/2023 | | | |
| JC810000-11110 | | | | Cash Equity | | | 801.94 |
| JC850000-21340 | | | | Vouchers Payable | | 801.94 | |
| | | | | | FUND TOTAL | 801.94 | 801.94 |
| 1160 Inmate Benevolence Fund | 2023 | 8 | 1357 | 08/11/2023 | | | |
| IB810000-11110 | | | | Cash Equity | | | 5,966.42 |
| IB850000-21340 | | | | Vouchers Payable | | 5,966.42 | |
| | | | | | FUND TOTAL | 5,966.42 | 5,966.42 |
| 1240 Event Center | 2023 | 8 | 1357 | 08/11/2023 | | | |
| FG810000-11110 | | | | Cash Equity | | | 1,410.70 |
| FG850000-21340 | | | | Vouchers Payable | | 1,410.70 | |
| | | | | | FUND TOTAL | 1,410.70 | 1,410.70 |
| 1270 Boating Safety & Patrol Fund | 2023 | 8 | 1357 | 08/11/2023 | | | |
| BS810000-11110 | | | | Cash Equity | | | 5,874.95 |
| BS850000-21340 | | | | Vouchers Payable | | 5,874.95 | |
| | | | | | FUND TOTAL | 5,874.95 | 5,874.95 |
| 1300 Real Estate Excise Tax | 2023 | 8 | 1357 | 08/11/2023 | | | |

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| RE810000-11110 | | | | | Cash Equity | | | 88,257.06 |
| RE850000-21340 | | | | | Vouchers Payable | | 88,257.06 | |
| | | | | | | FUND TOTAL | 88,257.06 | 88,257.06 |
| 1350 Sustainable Development | 2023 | 8 | 1357 | 08/11/2023 | | | | |
| SD810000-11110 | | | | | Cash Equity | | | 8,425.50 |
| SD850000-21340 | | | | | Vouchers Payable | | 8,425.50 | |
| | | | | | | FUND TOTAL | 8,425.50 | 8,425.50 |
| 1440 Rural County Capital Fund | 2023 | 8 | 1357 | 08/11/2023 | | | | |
| RC810000-11110 | | | | | Cash Equity | | | 88,257.06 |
| RC850000-21340 | | | | | Vouchers Payable | | 88,257.06 | |
| | | | | | | FUND TOTAL | 88,257.06 | 88,257.06 |
| 1480 Public Safety Tax Fund | 2023 | 8 | 1357 | 08/11/2023 | | | | |
| PS810000-11110 | | | | | Cash Equity | | | 65,609.83 |
| PS850000-21340 | | | | | Vouchers Payable | | 65,609.83 | |
| | | | | | | FUND TOTAL | 65,609.83 | 65,609.83 |
| 1600 Behavioral Health | 2023 | 8 | 1357 | 08/11/2023 | | | | |
| BHF81000-11110 | | | | | Cash Equity | | | 10,186.03 |
| BHF85000-21340 | | | | | Vouchers Payable | | 10,186.03 | |
| | | | | | | FUND TOTAL | 10,186.03 | 10,186.03 |
| 3050 Capital Projects | 2023 | 8 | 1357 | 08/11/2023 | | | | |
| CP810000-11110 | | | | | Cash Equity | | | 11,531.61 |
| CP850000-21340 | | | | | Vouchers Payable | | 11,531.61 | |
| | | | | | | FUND TOTAL | 11,531.61 | 11,531.61 |
| 5010 Equipment Rental & Revolving | 2023 | 8 | 1357 | 08/11/2023 | | | | |
| ER810000-11110 | | | | | Cash Equity | | | 5,695.09 |
| ER850000-21340 | | | | | Vouchers Payable | | 5,695.09 | |
| | | | | | | FUND TOTAL | 5,695.09 | 5,695.09 |
| 5020 Central Services | 2023 | 8 | 1357 | 08/11/2023 | | | | |
| IT810000-11110 | | | | | Cash Equity | | | 80,741.74 |
| IT850000-21340 | | | | | Vouchers Payable | | 80,741.74 | |
| | | | | | | FUND TOTAL | 80,741.74 | 80,741.74 |
| 5030 Workmens Compensation | 2023 | 8 | 1357 | 08/11/2023 | | | | |
| WC810000-11110 | | | | | Cash Equity | | | 4,139.00 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| WC850000-21340 | | | | | Vouchers Payable | 4,139.00 | |
| | | | | | FUND TOTAL | 4,139.00 | 4,139.00 |
| 5040 Insurance Management | 2023 | 8 | 1357 | 08/11/2023 | | | |
| IM810000-11110 | | | | | Cash Equity | | 45.63 |
| IM850000-21340 | | | | | Vouchers Payable | 45.63 | |
| | | | | | FUND TOTAL | 45.63 | 45.63 |
| 9999 Treasurers Pooled Cash | 2023 | 8 | 1357 | 08/11/2023 | | | |
| 99900000-11120 | | | | | AP Check Claims Clearing | | 732,185.50 |
| 99900000-80010 | | | | | Due To General Fund | 138,552.64 | |
| 99900000-81010 | | | | | Due To County Road | 216,099.29 | |
| 99900000-81060 | | | | | Due To Auditors O&M | 411.97 | |
| 99900000-81110 | | | | | Due To Election Reserve | 179.04 | |
| 99900000-81150 | | | | | Due To Juvenile Center | 801.94 | |
| 99900000-81160 | | | | | Due To Inmate Benevolence Fund | 5,966.42 | |
| 99900000-81240 | | | | | Due To Fairgrounds Oper Budget | 1,410.70 | |
| 99900000-81270 | | | | | Due To Boating Safety & Patrol | 5,874.95 | |
| 99900000-81300 | | | | | Due To Real Estate Excise Tax | 88,257.06 | |
| 99900000-81350 | | | | | Due To Sustainable Development | 8,425.50 | |
| 99900000-81440 | | | | | Due To Rural County Capital Fd | 88,257.06 | |
| 99900000-81480 | | | | | Due To Public Safety Tax Fund | 65,609.83 | |
| 99900000-81600 | | | | | Due To Behavioral Health | 10,186.03 | |
| 99900000-83050 | | | | | Due To Capital Projects | 11,531.61 | |
| 99900000-85010 | | | | | Due To Equipment Rental & Rev | 5,695.09 | |
| 99900000-85020 | | | | | Due To Central Services | 80,741.74 | |
| 99900000-85030 | | | | | Due To Workmens Compensation | 4,139.00 | |
| 99900000-85040 | | | | | Due To Insurance Management | 45.63 | |
| | | | | | FUND TOTAL | 732,185.50 | 732,185.50 |

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FR |
|---|---|---|---|
| 0010 | General Fund | | 138,552.64 |
| 1010 | County Road | | 216,099.29 |
| 1060 | Auditors O&M | | 411.97 |
| 1110 | Election Reserve | | 179.04 |
| 1150 | Juvenile Center | | 801.94 |
| 1160 | Inmate Benevolence Fund | | 5,966.42 |
| 1240 | Event Center | | 1,410.70 |
| 1270 | Boating Safety & Patrol Fund | | 5,874.95 |
| 1300 | Real Estate Excise Tax | | 88,257.06 |
| 1350 | Sustainable Development | | 8,425.50 |
| 1440 | Rural County Capital Fund | | 88,257.06 |
| 1480 | Public Safety Tax Fund | | 65,609.83 |
| 1600 | Behavioral Health | | 10,186.03 |
| 3050 | Capital Projects | | 11,531.61 |
| 5010 | Equipment Rental & Revolving | | 5,695.09 |
| 5020 | Central Services | | 80,741.74 |
| 5030 | Workmens Compensation | | 4,139.00 |
| 5040 | Insurance Management | | 45.63 |
| 9999 | Treasurers Pooled Cash | 732,185.50 | |
| | TOTAL | 732,185.50 | 732,185.50 |

** END OF REPORT - Generated by Monika Nakic **

CASH ACCOUNT: 99900000 11100 Main Checking

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 1061 | 08/11/2023 | WIRE | 101529 | B C WORKMANS COMP | 08/03/2023 | | | 14,469.43 |
| | | | | | | CHECK | 1061 TOTAL: | 14,469.43 |
| 1064 | 08/11/2023 | WIRE | 101046 | B C MEALS | 08/06/2023 | | | 410.95 |
| | | | | | | CHECK | 1064 TOTAL: | 410.95 |
| 1065 | 08/11/2023 | WIRE | 101046 | B C MEALS | 08/07/2023 | | | 174.95 |
| | | | | | | CHECK | 1065 TOTAL: | 174.95 |
| 1066 | 08/11/2023 | WIRE | 101046 | B C MEALS | 08/07/2023 | | | 152.95 |
| | | | | | | CHECK | 1066 TOTAL: | 152.95 |
| 1067 | 08/11/2023 | WIRE | 101046 | B C MEALS | 08/07/2023 | | | 152.95 |
| | | | | | | CHECK | 1067 TOTAL: | 152.95 |
| 1071 | 08/11/2023 | WIRE | 101046 | B C MEALS | 08/07/2023 | | | 152.95 |
| | | | | | | CHECK | 1071 TOTAL: | 152.95 |
| 1072 | 08/11/2023 | WIRE | 101046 | B C MEALS | 08/07/2023 | | | 152.95 |
| | | | | | | CHECK | 1072 TOTAL: | 152.95 |

NUMBER OF CHECKS 7 *** CASH ACCOUNT TOTAL *** 15,667.13

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL WIRE TRANSFERS | 7 | 15,667.13 |

*** GRAND TOTAL *** 15,667.13

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

| YEAR PER JNL / SRC ACCOUNT / EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| 2023 8 1358 | | | | | | | | | |
| APP WC850000-21340 | | | | | Vouchers Payable | | | 14,469.43 | |
| 08/11/2023 | CASH DISB | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11100 | | | | | Main Checking | | | | 15,667.13 |
| 08/11/2023 | CASH DISB | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP GF005000-21340 | | | | | Vouchers Payable | | | 1,022.75 | |
| 08/11/2023 | CASH DISB | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PS850000-21340 | | | | | Vouchers Payable | | | 174.95 | |
| 08/11/2023 | CASH DISB | 081123 | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 15,667.13 | 15,667.13 |
| APP 99900000-85030 | | | | | Due To Workmens Compensation | | | 14,469.43 | |
| 08/11/2023 | CASH DISB | 081123 | | | | | | | |
| APP WC810000-11110 | | | | | Cash Equity | | | | 14,469.43 |
| 08/11/2023 | CASH DISB | 081123 | | | | | | | |
| APP 99900000-80010 | | | | | Due To General Fund | | | 1,022.75 | |
| 08/11/2023 | CASH DISB | 081123 | | | | | | | |
| APP GF001000-11110 | | | | | Cash Equity | | | | 1,022.75 |
| 08/11/2023 | CASH DISB | 081123 | | | | | | | |
| APP 99900000-81480 | | | | | Due To Public Safety Tax Fund | | | 174.95 | |
| 08/11/2023 | CASH DISB | 081123 | | | | | | | |
| APP PS810000-11110 | | | | | Cash Equity | | | | 174.95 |
| 08/11/2023 | CASH DISB | 081123 | | | | | | | |
| | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 15,667.13 | 15,667.13 |
| | | | | | JOURNAL 2023/08/1358 TOTAL | | | 31,334.26 | 31,334.26 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE / ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2023 | 8 | 1358 | 08/11/2023 | | | |
| GF001000-11110 | | | | Cash Equity | | | 1,022.75 |
| GF005000-21340 | | | | Vouchers Payable | | 1,022.75 | |
| | | | | | FUND TOTAL | 1,022.75 | 1,022.75 |
| 1480 Public Safety Tax Fund | 2023 | 8 | 1358 | 08/11/2023 | | | |
| PS810000-11110 | | | | Cash Equity | | | 174.95 |
| PS850000-21340 | | | | Vouchers Payable | | 174.95 | |
| | | | | | FUND TOTAL | 174.95 | 174.95 |
| 5030 Workmens Compensation | 2023 | 8 | 1358 | 08/11/2023 | | | |
| WC810000-11110 | | | | Cash Equity | | | 14,469.43 |
| WC850000-21340 | | | | Vouchers Payable | | 14,469.43 | |
| | | | | | FUND TOTAL | 14,469.43 | 14,469.43 |
| 9999 Treasurers Pooled Cash | 2023 | 8 | 1358 | 08/11/2023 | | | |
| 99900000-11100 | | | | Main Checking | | | 15,667.13 |
| 99900000-80010 | | | | Due To General Fund | | 1,022.75 | |
| 99900000-81480 | | | | Due To Public Safety Tax Fund | | 174.95 | |
| 99900000-85030 | | | | Due To Workmens Compensation | | 14,469.43 | |
| | | | | | FUND TOTAL | 15,667.13 | 15,667.13 |

JOURNAL ENTRIES TO BE CREATED

| FUND | DUE TO | DUE FR |
|---|---|---|
| 0010 General Fund | | 1,022.75 |
| 1480 Public Safety Tax Fund | | 174.95 |
| 5030 Workmens Compensation | | 14,469.43 |
| 9999 Treasurers Pooled Cash | 15,667.13 | |
| TOTAL | 15,667.13 | 15,667.13 |

** END OF REPORT - Generated by Monika Nakic **

We, the undersigned Board of County Commissioners of Benton County, Washington, do hereby certify that the merchandise of services hereinafter specified by Funds on the Check Posting List and/or AP Cash Disbursements Journals available upon request from the Auditors Office, have been received and are approved for payment.

Check Date 08/15/2023

Payroll Draw Checks
Total All Funds $ 114,559.90
Warrant #
Direct Deposit # 182645-182784

Payroll Draw Deduction Transfers
Total All Funds $ 21,121.18
EFT#
ACH # 1084

Payroll Deduction Warrants
Total All Funds $
Warrant #

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

# Payroll Final Check List

**BENTON COUNTY**

**08/01/2023 to 08/15/2023- Type S Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 182645 | 8/15/2023 | 03449 | CASTILLEJA, JOSHUA ALAN | 0.00 | 702.55 |
| 182646 | 8/15/2023 | 03899 | DAVIS, RIKKI ANNE | 0.00 | 644.60 |
| 182647 | 8/15/2023 | 05342 | FOSTER, DEIDRA ELIZABETH | 0.00 | 875.47 |
| 182648 | 8/15/2023 | 05341 | JAMES, MAKAYLA ALEXIS | 0.00 | 808.06 |
| 182649 | 8/15/2023 | 05131 | MCNEEL, SEAN MICHAEL | 0.00 | 1,066.64 |
| 182650 | 8/15/2023 | 04596 | SAVCHUK, LILIYA VIKTOROVNA | 0.00 | 1,195.03 |
| 182651 | 8/15/2023 | 05237 | SCHULTZ, KIMBERLY CHAR | 0.00 | 924.42 |
| 182652 | 8/15/2023 | 05347 | THOMAS JR, LARRY D | 0.00 | 994.89 |
| 182653 | 8/15/2023 | 03967 | BOATRIGHT, MERRY C | 0.00 | 458.98 |
| 182654 | 8/15/2023 | 04203 | CERVANTES, MIRANDA LYNN | 0.00 | 831.15 |
| 182655 | 8/15/2023 | 05387 | DORSEY, ANDREW O | 0.00 | 1,356.62 |
| 182656 | 8/15/2023 | 05290 | MELSON, LIVIAN S | 0.00 | 736.03 |
| 182657 | 8/15/2023 | 02501 | ROE, LORENE FAY | 0.00 | 426.66 |
| 182658 | 8/15/2023 | 05107 | ENRIQUEZ BAEZ, REBECCA M | 0.00 | 646.45 |
| 182659 | 8/15/2023 | 04697 | AGUILAR-MALDONADO, MARIA DEL C | 0.00 | 852.84 |
| 182660 | 8/15/2023 | 05931 | BORQUEZ, ALEJANDRA | 0.00 | 984.45 |
| 182661 | 8/15/2023 | 02339 | HUNSAKER, LAURIE ANN | 0.00 | 323.22 |
| 182662 | 8/15/2023 | 02644 | ROBERTSON, CYNTHIA JEAN | 0.00 | 184.70 |
| 182663 | 8/15/2023 | 03887 | SAKOTA, LORI ANNE | 0.00 | 415.57 |
| 182664 | 8/15/2023 | 00601 | WAGAR-WEIDNER, SARAH ANN | 0.00 | 392.49 |
| 182665 | 8/15/2023 | 00067 | TANNER, JUDY D | 0.00 | 484.84 |
| 182666 | 8/15/2023 | 05260 | STEELE, SONDRA KAY | 0.00 | 729.56 |
| 182667 | 8/15/2023 | 03566 | HEWITT, EILEEN MARIE HOLMAN | 0.00 | 554.10 |
| 182668 | 8/15/2023 | 03557 | ELSTON, JODI LEE | 0.00 | 253.96 |
| 182669 | 8/15/2023 | 05228 | WICKLINE, SCOTLAND ODONNELL | 0.00 | 714.79 |
| 182670 | 8/15/2023 | 03151 | ARMSTRONG, MATTHEW KENNETH | 0.00 | 554.10 |
| 182671 | 8/15/2023 | 05397 | BECKMANN, ZACHARY MARTIN | 0.00 | 923.50 |
| 182672 | 8/15/2023 | 04882 | BELL, KEVIN LEE | 0.00 | 1,182.08 |
| 182673 | 8/15/2023 | 04978 | BERGEVIN, IAN JAMES | 0.00 | 1,108.20 |
| 182674 | 8/15/2023 | 05166 | BROWNING, RONALD ALLEN | 0.00 | 1,135.90 |
| 182675 | 8/15/2023 | 01989 | DURY, MONA MEON | 0.00 | 400.80 |
| 182676 | 8/15/2023 | 04767 | ELFERING, JOHN C | 0.00 | 939.20 |
| 182677 | 8/15/2023 | 03610 | FAIRCHILD, KAY L | 0.00 | 470.06 |
| 182678 | 8/15/2023 | 03475 | GRIMM, SHANE O | 0.00 | 369.40 |
| 182679 | 8/15/2023 | 02500 | GUERRERO JR, ROBERT | 0.00 | 490.38 |
| 182680 | 8/15/2023 | 03559 | GUNDERSON, MATTHEW S | 0.00 | 554.10 |
| 182681 | 8/15/2023 | 05252 | HEBERT, ALEXANDRA KAITLIN | 0.00 | 1,116.51 |
| 182682 | 8/15/2023 | 04658 | KNAPP, MELISSA RENAE | 0.00 | 1,276.08 |

# Payroll Final Check List

**BENTON COUNTY**

**08/01/2023 to 08/15/2023- Type S Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 182683 | 8/15/2023 | 02989 | MCCANTS, DIANNE LOUISE | 0.00 | 1,015.85 |
| 182684 | 8/15/2023 | 01936 | MCCULLUGH, LORI LYNN | 0.00 | 831.15 |
| 182685 | 8/15/2023 | 04787 | MEYERS, JULIE ANN | 0.00 | 939.20 |
| 182686 | 8/15/2023 | 03224 | MORFIN, SAUL ISAIAS | 0.00 | 461.75 |
| 182687 | 8/15/2023 | 03669 | MURRY JR, DALLAS M | 0.00 | 583.66 |
| 182688 | 8/15/2023 | 04772 | RAY, REGINA ANN | 0.00 | 692.62 |
| 182689 | 8/15/2023 | 00672 | ROLLOSSON, PATRICK A | 0.00 | 1,204.91 |
| 182690 | 8/15/2023 | 03095 | RUIZ, JOSE ANGEL | 0.00 | 661.37 |
| 182691 | 8/15/2023 | 05302 | SANCHEZ NUNEZ, ELIAS ALEJANDRO | 0.00 | 1,172.84 |
| 182692 | 8/15/2023 | 03213 | SHELTON, JOSHUA TRAY | 0.00 | 369.40 |
| 182693 | 8/15/2023 | 03204 | SMALL, LISA MICHELLE | 0.00 | 323.22 |
| 182694 | 8/15/2023 | 05027 | SHELTON, CODY DANIEL | 0.00 | 1,400.08 |
| 182695 | 8/15/2023 | 04308 | GARCIA, MANUEL ALEJANDRO | 0.00 | 782.21 |
| 182696 | 8/15/2023 | 04278 | PETTY, AIMEE M | 0.00 | 415.57 |
| 182697 | 8/15/2023 | 05056 | CRUZ, LEIDA | 0.00 | 337.08 |
| 182698 | 8/15/2023 | 01902 | JOHNSTONE, BARBARA L | 0.00 | 323.22 |
| 182699 | 8/15/2023 | 02164 | KUH, PEI-LING C | 0.00 | 507.92 |
| 182700 | 8/15/2023 | 05395 | MCMANUS, CHEYENNE E | 0.00 | 965.06 |
| 182701 | 8/15/2023 | 04287 | PHILLIPS, RACHEL JO ANN | 0.00 | 369.40 |
| 182702 | 8/15/2023 | 03748 | SAENZ, VERONICA | 0.00 | 923.50 |
| 182703 | 8/15/2023 | 01927 | TANNER JR, TERRY M | 0.00 | 3,086.78 |
| 182704 | 8/15/2023 | 04094 | WILLIAMS, JOHN S | 0.00 | 494.07 |
| 182705 | 8/15/2023 | 04605 | FLORES, JAIME JAVIER | 0.00 | 1,314.44 |
| 182706 | 8/15/2023 | 04899 | WASHBURN, RYAN LEE | 0.00 | 1,213.48 |
| 182707 | 8/15/2023 | 04046 | WEBB, JENNIFER LYNN | 0.00 | 1,189.46 |
| 182708 | 8/15/2023 | 00063 | ROJAS, ROSA M | 0.00 | 820.73 |
| 182709 | 8/15/2023 | 03448 | HATFIELD, AMANDA M | 0.00 | 461.75 |
| 182710 | 8/15/2023 | 05265 | PEVEY, STEVEN RAY | 0.00 | 923.50 |
| 182711 | 8/15/2023 | 05344 | STANLEY, TYSEN SCOTT | 0.00 | 1,002.92 |
| 182712 | 8/15/2023 | 04529 | VAN DEVENTER, JOHN | 0.00 | 944.25 |
| 182713 | 8/15/2023 | 05259 | DIAZ, RUTH YESSICA | 0.00 | 1,038.94 |
| 182714 | 8/15/2023 | 00284 | CALDWELL, GLORIA | 0.00 | 636.67 |
| 182715 | 8/15/2023 | 05301 | CONTRERAS, LUCY ANN | 0.00 | 646.45 |
| 182716 | 8/15/2023 | 05054 | DEROOS, DIANA PATRICIA | 0.00 | 646.45 |
| 182717 | 8/15/2023 | 03872 | ERICKSON, MARIA L | 0.00 | 461.75 |
| 182718 | 8/15/2023 | 02766 | LUCATERO, NIRIA DALILA | 0.00 | 369.40 |
| 182719 | 8/15/2023 | 05230 | PEDERSON, HAYLIE DEANNE | 0.00 | 646.45 |
| 182720 | 8/15/2023 | 05160 | PEDERSON, PAXTON DONALD | 0.00 | 461.75 |

# Payroll Final Check List

**BENTON COUNTY**

**08/01/2023 to 08/15/2023- Type S Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 182721 | 8/15/2023 | 05365 | MEDINA, ARACELI | 0.00 | 825.61 |
| 182722 | 8/15/2023 | 03949 | LOCKHAVEN, KIP M | 0.00 | 1,052.79 |
| 182723 | 8/15/2023 | 05299 | ABARCA V, OMAR URIEL | 0.00 | 1,003.85 |
| 182724 | 8/15/2023 | 05304 | ALVARES GARCIA, MARIBEL | 0.00 | 867.16 |
| 182725 | 8/15/2023 | 02287 | BAKER, JOSEPH W | 0.00 | 889.49 |
| 182726 | 8/15/2023 | 02696 | BUECHLER, DANIEL JOSPEH | 0.00 | 1,296.17 |
| 182727 | 8/15/2023 | 05223 | ESPIRITU DE LA MORA, CRISTIAN | 0.00 | 1,003.85 |
| 182728 | 8/15/2023 | 00461 | GOMEZ JR, RAMIRO A | 0.00 | 916.66 |
| 182729 | 8/15/2023 | 05171 | GONZALEZ, ALISHA JANE | 0.00 | 988.14 |
| 182730 | 8/15/2023 | 02565 | KELLEY, KATHLEEN ERIN | 0.00 | 754.50 |
| 182731 | 8/15/2023 | 00483 | LATIMER, TAMSEN | 0.00 | 277.05 |
| 182732 | 8/15/2023 | 02868 | MERCADO JR, GERALDO VARA | 0.00 | 788.67 |
| 182733 | 8/15/2023 | 05224 | MORRIS, CREW BRANDT | 0.00 | 1,003.85 |
| 182734 | 8/15/2023 | 02240 | PEREZ, YVONNE RODRIGUEZ | 0.00 | 805.30 |
| 182735 | 8/15/2023 | 02550 | PEYTON, JONATHAN CHARLES | 0.00 | 837.62 |
| 182736 | 8/15/2023 | 04869 | CONE, JACOB STEVEN | 0.00 | 855.16 |
| 182737 | 8/15/2023 | 02308 | AYRES, AMY LYNN | 0.00 | 978.91 |
| 182738 | 8/15/2023 | 05305 | SUAREZ LEYVA, DANNA MICHAEL | 0.00 | 1,015.85 |
| 182739 | 8/15/2023 | 04662 | ROBISON, CARSON KENT | 0.00 | 900.41 |
| 182740 | 8/15/2023 | 04880 | DURAN, BRITTANEE DAWN | 0.00 | 816.61 |
| 182741 | 8/15/2023 | 01930 | BROWN, RYAN KELLY | 0.00 | 689.86 |
| 182742 | 8/15/2023 | 04128 | HALLMAN, TAYLOR RAEANNE | 0.00 | 890.25 |
| 182743 | 8/15/2023 | 05173 | LEAVITT, MELYSSA MAE | 0.00 | 787.74 |
| 182744 | 8/15/2023 | 04505 | LILLY, JOSHUA JAMES | 0.00 | 692.62 |
| 182745 | 8/15/2023 | 02432 | LONG, JULIE ELIZABETH | 0.00 | 369.40 |
| 182746 | 8/15/2023 | 05357 | MORENO, FELICITAS MARGARITA | 0.00 | 865.32 |
| 182747 | 8/15/2023 | 02687 | MURSTIG, MARTHA ELIZABETH | 0.00 | 826.53 |
| 182748 | 8/15/2023 | 05073 | MURSTIG, RACHEL LYNN | 0.00 | 676.92 |
| 182749 | 8/15/2023 | 03048 | PETRA, ANITA ISABELLE | 0.00 | 2,459.63 |
| 182750 | 8/15/2023 | 02767 | SKEELS, TIMOTHY ALLEN | 0.00 | 2,017.85 |
| 182751 | 8/15/2023 | 05089 | ARROYO, CORNELIO | 0.00 | 461.75 |
| 182752 | 8/15/2023 | 04394 | GODINEZ, SONIA | 0.00 | 184.70 |
| 182753 | 8/15/2023 | 04332 | BERRY, SHELA JASMINE | 0.00 | 369.40 |
| 182754 | 8/15/2023 | 04841 | KILLMAN, JUSTIN S | 0.00 | 1,200.55 |
| 182755 | 8/15/2023 | 05003 | ROBERTS, JACOB JOSEPH | 0.00 | 877.32 |
| 182756 | 8/15/2023 | 02021 | ROCHLEAU, KEN CRAIG | 0.00 | 531.01 |
| 182757 | 8/15/2023 | 05343 | KRANTZ, DYLAN RYAN | 0.00 | 507.92 |
| 182758 | 8/15/2023 | 04243 | DAVIS, VOLNEY T | 0.00 | 387.87 |

# Payroll Final Check List

**BENTON COUNTY**

**08/01/2023 to 08/15/2023- Type S Cycle bc**



**Bank: keydd - KEY BANK**

| Check # | Date | Employee # | Name | Check Amt | Direct Deposit |
|---|---|---|---|---|---|
| 182759 | 8/15/2023 | 01241 | DEINES, RUSSELL JAY | 0.00 | 455.50 |
| 182760 | 8/15/2023 | 02963 | SNYDER, JAMES RAY | 0.00 | 1,309.89 |
| 182761 | 8/15/2023 | 04846 | ZUNKER, ZAKERY A | 0.00 | 1,053.71 |
| 182762 | 8/15/2023 | 02692 | BOVEE, ALLAN SCOTT | 0.00 | 620.20 |
| 182763 | 8/15/2023 | 04520 | HATFIELD, TAVIS CRAIG | 0.00 | 461.75 |
| 182764 | 8/15/2023 | 03925 | LINER, JEFFREY ALAN | 0.00 | 1,582.07 |
| 182765 | 8/15/2023 | 03662 | RAWLINGS, CLAYTON L | 0.00 | 1,339.07 |
| 182766 | 8/15/2023 | 04212 | THOMAS, ANDREW CATON | 0.00 | 461.75 |
| 182767 | 8/15/2023 | 04752 | HESTER, JAMES D | 0.00 | 1,303.73 |
| 182768 | 8/15/2023 | 05249 | MENDOZA-ORTIZ, CINDY | 0.00 | 646.45 |
| 182769 | 8/15/2023 | 05221 | VALLADARES, AALIYAH MARYAH | 0.00 | 825.61 |
| 182770 | 8/15/2023 | 05226 | CARDOSO, GUSTAVO | 0.00 | 1,438.81 |
| 182771 | 8/15/2023 | 04667 | HERNANDEZ, IVAN | 0.00 | 1,214.79 |
| 182772 | 8/15/2023 | 05315 | MCMILLAN, LIAM DARYHA | 0.00 | 1,462.67 |
| 182773 | 8/15/2023 | 04408 | PEREZ, ELIAS | 0.00 | 738.80 |
| 182774 | 8/15/2023 | 03225 | RODRICK, EMAN DAVID | 0.00 | 369.40 |
| 182775 | 8/15/2023 | 03153 | CLARKE, MATHEW DAVID | 0.00 | 524.54 |
| 182776 | 8/15/2023 | 03880 | DONOVAN, ZACHARY ALAN | 0.00 | 619.67 |
| 182777 | 8/15/2023 | 00615 | GONZALEZ, HORACIO R | 0.00 | 2,092.44 |
| 182778 | 8/15/2023 | 03014 | KORTEN, DANIEL WILLIAM | 0.00 | 507.92 |
| 182779 | 8/15/2023 | 04761 | KRAAL, DAVID LESTER | 0.00 | 736.03 |
| 182780 | 8/15/2023 | 05143 | LOPEZ, ROSARIO ALEJANDRA | 0.00 | 646.45 |
| 182781 | 8/15/2023 | 03447 | ALARCON, SANDRA | 0.00 | 867.25 |
| 182782 | 8/15/2023 | 05380 | ASHCRAFT, PHILLIP DEAN | 0.00 | 919.81 |
| 182783 | 8/15/2023 | 03243 | PICKETT, MARSHALL J | 0.00 | 369.40 |
| 182784 | 8/15/2023 | 05132 | ESPINOSA, KAYLEE MARIE | 0.00 | 600.27 |
| | | | **Employee Check Totals** | **0.00** | **114,559.90** |
| | | | **Bank keydd Totals (140 Forms)** | **0.00** | **114,559.90** |
| | | | **Grand Total** | **0.00** | **114,559.90** |

**Next Step: Account Posting (AP)**

**Pay Period is Open (Locked)**

**Totals Checks and Direct Deposit (140 Forms)** **114,559.90**

CASH ACCOUNT: 99900000 11124 Federal Tax

| CHECK NO | CHK DATE | TYPE | VENDOR | NAME | INV DATE | PO | CHECK | NET |
|---|---|---|---|---|---|---|---|---|
| 1084 | 08/15/2023 | WIRE | 102850 | KEY BANK | 08/15/2023 | | PAYROLL | 21,121.18 |
| | | | | | | CHECK | 1084 TOTAL: | 21,121.18 |
| | | | | NUMBER OF CHECKS 1 | | *** CASH ACCOUNT TOTAL *** | | 21,121.18 |

| | COUNT | AMOUNT |
|---|---|---|
| TOTAL WIRE TRANSFERS | 1 | 21,121.18 |

*** GRAND TOTAL *** 21,121.18

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

| YEAR PER JNL / SRC ACCOUNT / EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|
| 2023 8 1673 | | | | | | | | | |
| APP GF005000-21340 | | | | | Vouchers Payable | | | 12,186.39 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP 99900000-11124 | | | | | Federal Tax | | | | 21,121.18 |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP RD850000-21340 | | | | | Vouchers Payable | | | 1,725.05 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP HS850000-21340 | | | | | Vouchers Payable | | | 673.91 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP EL500000-21340 | | | | | Vouchers Payable | | | 111.86 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP TO850000-21340 | | | | | Vouchers Payable | | | 64.64 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP JC850000-21340 | | | | | Vouchers Payable | | | 2,644.29 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IB850000-21340 | | | | | Vouchers Payable | | | 136.78 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CV850000-21340 | | | | | Vouchers Payable | | | 118.42 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP CC850000-21340 | | | | | Vouchers Payable | | | 20.08 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP PS850000-21340 | | | | | Vouchers Payable | | | 1,579.25 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP BHF85000-21340 | | | | | Vouchers Payable | | | 817.22 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP ER850000-21340 | | | | | Vouchers Payable | | | 565.59 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| APP IT850000-21340 | | | | | Vouchers Payable | | | 477.70 | |
| 08/15/2023 | PAYROLL | PAYROL | | | AP CASH DISBURSEMENTS JOURNAL | | | | |
| | | | | | GENERAL LEDGER TOTAL | | | 21,121.18 | 21,121.18 |
| APP 99900000-80010 | | | | | Due To General Fund | | | 12,186.39 | |
| 08/15/2023 | PAYROLL | PAYROL | | | | | | | |
| APP GF001000-11110 | | | | | Cash Equity | | | | 12,186.39 |
| 08/15/2023 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81010 | | | | | Due To County Road | | | 1,725.05 | |
| 08/15/2023 | PAYROLL | PAYROL | | | | | | | |
| APP RD810000-11110 | | | | | Cash Equity | | | | 1,725.05 |
| 08/15/2023 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81080 | | | | | Due To Human Services | | | 673.91 | |
| 08/15/2023 | PAYROLL | PAYROL | | | | | | | |
| APP HS810000-11110 | | | | | Cash Equity | | | | 673.91 |
| 08/15/2023 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81110 | | | | | Due To Election Reserve | | | 111.86 | |
| 08/15/2023 | PAYROLL | PAYROL | | | | | | | |
| APP EL100000-11110 | | | | | Cash Equity | | | | 111.86 |

JOURNAL ENTRIES TO BE CREATED

| YEAR PER JNL SRC ACCOUNT | EFF DATE | JNL DESC | REF 1 | REF 2 | REF 3 | ACCOUNT DESC / LINE DESC | T | OB | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|---|---|
| | 08/15/2023 | PAYROLL | PAYROL | | | | | | | |
| APP 99900000-81120 | 08/15/2023 | PAYROLL | PAYROL | | | Due To Treasurers O & M | | | 64.64 | |
| APP TO810000-11110 | 08/15/2023 | PAYROLL | PAYROL | | | Cash Equity | | | | 64.64 |
| APP 99900000-81150 | 08/15/2023 | PAYROLL | PAYROL | | | Due To Juvenile Center | | | 2,644.29 | |
| APP JC810000-11110 | 08/15/2023 | PAYROLL | PAYROL | | | Cash Equity | | | | 2,644.29 |
| APP 99900000-81160 | 08/15/2023 | PAYROLL | PAYROL | | | Due To Inmate Benevolence Fund | | | 136.78 | |
| APP IB810000-11110 | 08/15/2023 | PAYROLL | PAYROL | | | Cash Equity | | | | 136.78 |
| APP 99900000-81200 | 08/15/2023 | PAYROLL | PAYROL | | | Due To Crime Victim Comp | | | 118.42 | |
| APP CV810000-11110 | 08/15/2023 | PAYROLL | PAYROL | | | Cash Equity | | | | 118.42 |
| APP 99900000-81460 | 08/15/2023 | PAYROLL | PAYROL | | | Due To Clerks Collection Fund | | | 20.08 | |
| APP CC810000-11110 | 08/15/2023 | PAYROLL | PAYROL | | | Cash Equity | | | | 20.08 |
| APP 99900000-81480 | 08/15/2023 | PAYROLL | PAYROL | | | Due To Public Safety Tax Fund | | | 1,579.25 | |
| APP PS810000-11110 | 08/15/2023 | PAYROLL | PAYROL | | | Cash Equity | | | | 1,579.25 |
| APP 99900000-81600 | 08/15/2023 | PAYROLL | PAYROL | | | Due To Behavioral Health | | | 817.22 | |
| APP BHF81000-11110 | 08/15/2023 | PAYROLL | PAYROL | | | Cash Equity | | | | 817.22 |
| APP 99900000-85010 | 08/15/2023 | PAYROLL | PAYROL | | | Due To Equipment Rental & Rev | | | 565.59 | |
| APP ER810000-11110 | 08/15/2023 | PAYROLL | PAYROL | | | Cash Equity | | | | 565.59 |
| APP 99900000-85020 | 08/15/2023 | PAYROLL | PAYROL | | | Due To Central Services | | | 477.70 | |
| APP IT810000-11110 | 08/15/2023 | PAYROLL | PAYROL | | | Cash Equity | | | | 477.70 |
| | | | | | | SYSTEM GENERATED ENTRIES TOTAL | | | 21,121.18 | 21,121.18 |
| | | | | | | JOURNAL 2023/08/1673 TOTAL | | | 42,242.36 | 42,242.36 |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| 0010 General Fund | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| GF001000-11110 | | | | | Cash Equity | | | 12,186.39 |
| GF005000-21340 | | | | | Vouchers Payable | | 12,186.39 | |
| | | | | | | FUND TOTAL | 12,186.39 | 12,186.39 |
| 1010 County Road | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| RD810000-11110 | | | | | Cash Equity | | | 1,725.05 |
| RD850000-21340 | | | | | Vouchers Payable | | 1,725.05 | |
| | | | | | | FUND TOTAL | 1,725.05 | 1,725.05 |
| 1080 Human Services | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| HS810000-11110 | | | | | Cash Equity | | | 673.91 |
| HS850000-21340 | | | | | Vouchers Payable | | 673.91 | |
| | | | | | | FUND TOTAL | 673.91 | 673.91 |
| 1110 Election Reserve | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| EL100000-11110 | | | | | Cash Equity | | | 111.86 |
| EL500000-21340 | | | | | Vouchers Payable | | 111.86 | |
| | | | | | | FUND TOTAL | 111.86 | 111.86 |
| 1120 Treasurers O & M | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| TO810000-11110 | | | | | Cash Equity | | | 64.64 |
| TO850000-21340 | | | | | Vouchers Payable | | 64.64 | |
| | | | | | | FUND TOTAL | 64.64 | 64.64 |
| 1150 Juvenile Center | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| JC810000-11110 | | | | | Cash Equity | | | 2,644.29 |
| JC850000-21340 | | | | | Vouchers Payable | | 2,644.29 | |
| | | | | | | FUND TOTAL | 2,644.29 | 2,644.29 |
| 1160 Inmate Benevolence Fund | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| IB810000-11110 | | | | | Cash Equity | | | 136.78 |
| IB850000-21340 | | | | | Vouchers Payable | | 136.78 | |
| | | | | | | FUND TOTAL | 136.78 | 136.78 |
| 1200 Crime Victim Comp | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| CV810000-11110 | | | | | Cash Equity | | | 118.42 |
| CV850000-21340 | | | | | Vouchers Payable | | 118.42 | |
| | | | | | | FUND TOTAL | 118.42 | 118.42 |
| 1460 Clerks Collection Fund | 2023 | 8 | 1673 | 08/15/2023 | | | | |

JOURNAL ENTRIES TO BE CREATED

| FUND / ACCOUNT | YEAR | PER | JNL | EFF DATE | ACCOUNT DESCRIPTION | | DEBIT | CREDIT |
|---|---|---|---|---|---|---|---|---|
| CC810000-11110 | | | | | Cash Equity | | | 20.08 |
| CC850000-21340 | | | | | Vouchers Payable | | 20.08 | |
| | | | | | | FUND TOTAL | 20.08 | 20.08 |
| 1480 Public Safety Tax Fund | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| PS810000-11110 | | | | | Cash Equity | | | 1,579.25 |
| PS850000-21340 | | | | | Vouchers Payable | | 1,579.25 | |
| | | | | | | FUND TOTAL | 1,579.25 | 1,579.25 |
| 1600 Behavioral Health | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| BHF81000-11110 | | | | | Cash Equity | | | 817.22 |
| BHF85000-21340 | | | | | Vouchers Payable | | 817.22 | |
| | | | | | | FUND TOTAL | 817.22 | 817.22 |
| 5010 Equipment Rental & Revolving | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| ER810000-11110 | | | | | Cash Equity | | | 565.59 |
| ER850000-21340 | | | | | Vouchers Payable | | 565.59 | |
| | | | | | | FUND TOTAL | 565.59 | 565.59 |
| 5020 Central Services | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| IT810000-11110 | | | | | Cash Equity | | | 477.70 |
| IT850000-21340 | | | | | Vouchers Payable | | 477.70 | |
| | | | | | | FUND TOTAL | 477.70 | 477.70 |
| 9999 Treasurers Pooled Cash | 2023 | 8 | 1673 | 08/15/2023 | | | | |
| 99900000-11124 | | | | | Federal Tax | | | 21,121.18 |
| 99900000-80010 | | | | | Due To General Fund | | 12,186.39 | |
| 99900000-81010 | | | | | Due To County Road | | 1,725.05 | |
| 99900000-81080 | | | | | Due To Human Services | | 673.91 | |
| 99900000-81110 | | | | | Due To Election Reserve | | 111.86 | |
| 99900000-81120 | | | | | Due To Treasurers O & M | | 64.64 | |
| 99900000-81150 | | | | | Due To Juvenile Center | | 2,644.29 | |
| 99900000-81160 | | | | | Due To Inmate Benevolence Fund | | 136.78 | |
| 99900000-81200 | | | | | Due To Crime Victim Comp | | 118.42 | |
| 99900000-81460 | | | | | Due To Clerks Collection Fund | | 20.08 | |
| 99900000-81480 | | | | | Due To Public Safety Tax Fund | | 1,579.25 | |
| 99900000-81600 | | | | | Due To Behavioral Health | | 817.22 | |
| 99900000-85010 | | | | | Due To Equipment Rental & Rev | | 565.59 | |
| 99900000-85020 | | | | | Due To Central Services | | 477.70 | |
| | | | | | | FUND TOTAL | 21,121.18 | 21,121.18 |

JOURNAL ENTRIES TO BE CREATED

| FUND | DUE TO | DUE FR |
|---|---|---|
| 0010 General Fund | | 12,186.39 |
| 1010 County Road | | 1,725.05 |
| 1080 Human Services | | 673.91 |
| 1110 Election Reserve | | 111.86 |
| 1120 Treasurers O & M | | 64.64 |
| 1150 Juvenile Center | | 2,644.29 |
| 1160 Inmate Benevolence Fund | | 136.78 |
| 1200 Crime Victim Comp | | 118.42 |
| 1460 Clerks Collection Fund | | 20.08 |
| 1480 Public Safety Tax Fund | | 1,579.25 |
| 1600 Behavioral Health | | 817.22 |
| 5010 Equipment Rental & Revolving | | 565.59 |
| 5020 Central Services | | 477.70 |
| 9999 Treasurers Pooled Cash | 21,121.18 | |
| TOTAL | 21,121.18 | 21,121.18 |

** END OF REPORT - Generated by Jury Torres **

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Adoption of BFCOG Amended Interlocal Agreement |
| **Presenter:** | |
| **Prepared By:** | Cami McKenzie |
| **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

On May 19, 2023, the Benton-Franklin Council of Government (BFCOG) Board of Directors unanimously approved new Bylaws, amendment of the current Interlocal Agreement to match the language and source legislation, and Standing Committee Policies, as called for in the new Bylaws.

Ratification of the Amended Interlocal Agreement is required by each of the BFCOG member jurisdictions.

The County Administrator has reviewed the Amended Interlocal Agreement, new Bylaws, and Standing Committee Policies as approved by the BFCOG and recommends the Board ratify the Amended Interlocal Agreement.

## Fiscal Impact

None.

## Recommendation

Recommend the Board approve the Resolution ratifying the Amended Interlocal Agreement and authorize the Chairman to sign.

## Suggested Motion

Approve as part of consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF ADOPTING AMENDMENT OF THE INTERLOCAL COOPERATION AGREEMENT AND BYLAWS OF THE BENTON-FRANKLIN COUNCIL OF GOVERNMENTS**

**WHEREAS**, Pursuant to Revised Code of Washington (RCW) Chapter 36, Laws of 1959, as amended (RCW 36.70.060) and Chapter 84, Laws of 1965, Extraordinary Session, (RCW 36.64.080), Benton County is by Interlocal Agreement, a member of the regional agency known as the Benton-Franklin Council of Governments; and

**WHEREAS,** the Board of the Benton-Franklin Council of Governments (BFCOG) determined that amendments made to the Interlocal Cooperative Agreement and Bylaws documents amended September 18, 2020, required review and revision to rectify inconsistencies prudent to ensure organizational effectiveness; and

**WHEREAS**, on May 19, 2023, the BFCOG Board adopted the amended documents consisting of the Interlocal Cooperation Agreement of the Benton-Franklin Council of Government, and Bylaws of the Benton-Franklin Council of Governments, as a total and complete replacement for all previous Interlocal Agreements and Bylaws of BFCOG, by the process outlined in the previously adopted Bylaws; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby authorizes the execution and ratification of these documents by the Chairman as attached hereto.

**Dated this . . . . . day of August 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: Admin; BFCOG C. McKenzie

# INTERLOCAL COOPERATION AGREEMENT OF THE BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

*Amended May 19, 2023, BFCOG Resolution 04-23*
*(As a total and complete replacement for all previous Interlocal Agreements)*

## PARTICIPANTS

Participants in this agreement shall be whichever of the parties ratify this agreement. If any party fails to ratify this agreement, such action shall not affect this agreement as it pertains to the remaining parties.

**WHEREAS**, the Board of Benton County Commissioners authorized the execution of this Agreement by Resolution No. _____,

Adopted on _____ *[Date].*

**IN WITNESS WHEREOF**, the parties hereto have set their hands.

By: _____ Attest: _____

Title: _____ Title: _____

Date: _____ Date: _____

**BENTON-FRANKLIN COUNCIL OF GOVERNMENTS**
Regional Planning Agency for Benton & Franklin Counties

Benton-Franklin Metropolitan Planning Organization • Regional Transportation Planning Organization
Benton-Franklin Economic Development District

# RESOLUTION 04-23

## A RESOLUTION OF THE BOARD OF THE BENTON-FRANKLIN COUNCIL OF GOVERNMENTS (BFCOG) AUTHORIZING AMENDMENT OF THE INTERLOCAL AGREEMENT OF THE BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

**WHEREAS**, the jurisdictions referred to collectively as Members of the Benton-Franklin Council of Governments (BFCOG) by Interlocal Agreement have previously acknowledged the need to engage in cooperative planning and decision-making on transportation and economic development issues and the benefits to be derived therefrom; AND

**WHEREAS**, the Interlocal Agreement of the Benton-Franklin Council of Governments (BFCOG), as approved on September 18, 2020, in Article 16 – Amendments, indicates the process by which the Interlocal Agreement may be amended by a majority vote of all members of the Agency; AND

**WHEREAS**, the BFCOG Board by Resolution 08-21, A Resolution of the Board of the Benton-Franklin Council of Governments Authorizing Bylaws Review, directed the formation of a Bylaws Review Committee recognizing that the current Bylaws amendments "were made expeditiously to meet Federal requirement" and that "a review of the Bylaws is necessary for the purpose of rectifying inconsistencies and is prudent to ensure organizational effectiveness"; AND

**WHEREAS**, through the Bylaw review process, past and current changes to the Benton-Franklin Council of Governments Bylaws created inconsistencies between those Bylaws and the Interlocal Agreement; AND

**WHEREAS**, an amended Interlocal Agreement has been developed in cooperation between staff and the BFCOG Board, which rectifies identified inconsistencies between the BFCOG Bylaws and said Interlocal Agreement; AND

**WHEREAS**, this amended Interlocal Agreement has been reviewed by the BFCOG Bylaws Committee, the BFCOG Executive Committee, and stakeholder agencies; NOW THEREFORE

**BE IT RESOLVED** that the Board of the Benton-Franklin Council of Governments hereby authorizes amendment of the Benton-Franklin Council of Governments Interlocal Agreement (Exhibit 1); AND

**BE IT FURTHER RESOLVED** that the Board of BFCOG now authorizes the Executive Director to provide this Interlocal Agreement to all member jurisdictions for execution and ratification by Resolution on behalf of the organization.

**ADOPTED** by the Benton-Franklin Council of Governments Board by affirmative vote at the regularly scheduled Board meeting held on the 17th day of March 2023.

By: _____; and
BRAD PECK, Chair

By: _____.
NICHOLAS (SKIP) NOVAKOVICH, Vice Chair

Exhibit 1 – BFCOG Interlocal Agreement

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

# INTERLOCAL COOPERATION AGREEMENT OF THE BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

*Amended May 19, 2023*
*(As a total and complete replacement for all previous Interlocal Agreements)*

Pursuant to Revised Code of Washington (RCW) Chapter 36, Laws of 1959, as amended (RCW 36.70.060) and Chapter 84, Laws of 1965, Extraordinary Session, (RCW 36.64.080), and be it resolved that the local governments of:

- Ben Franklin Transit,
- Benton County,
- City of Benton City,
- City of Connell,
- City of Kennewick,
- City of Pasco,
- City of Prosser,
- City of Richland,
- City of West Richland,
- Franklin County,
- Port of Benton,
- Port of Kennewick, and
- Port of Pasco

Each hereafter referred to as a "Member" or collectively, as "Members," do hereby organize and reaffirm the establishment of a regional agency, hereinafter referred to as the Benton-Franklin Council of Governments or "COG"; and further establish, as an integral component thereof, an Economic Development District organization, hereinafter referred to as the "EDD" by this Interlocal Agreement or "Agreement."

This Agreement terminates and supersedes in all respects the Benton-Franklin Council of Governments Interlocal Agreement dated September 18, 2020; the Benton-Franklin Council of Governments Articles of Association amended November 21, 2014; the Benton-Franklin Council of Governments Articles of Association amended May 22, 1998, and original Benton-Franklin Governmental Conference Articles of Association dated November 7, 1966, and any or all such agreements.

## RECITAL

**WHEREAS**, each of the Members hereto is a public agency pursuant to the terms of RCW 39.34 Interlocal Cooperation Act, and it is the intent and purpose of the Members to exercise their powers and authority in accordance with its provisions; and

**WHEREAS**, pursuant to the provisions of RCW 39.34, two or more public agencies may jointly cooperate to perform functions that each may individually perform. Therefore, Members enter into this Interlocal Cooperation Agreement to provide for the joint and/or cooperative exercise of their powers, privileges, and authorities for the purpose of comprehensive transportation planning; and

**WHEREAS**, the Members acknowledge the need to engage in cooperative planning and decision-

making on transportation and economic development issues and the benefits to be derived therefrom as demonstrated by the attached signature pages; and

**WHEREAS**, Federal transportation legislation, Title 23 United States Code 134 and Title 49 United States Code 5303, requires the establishment, by agreement between the Governor of the State of Washington and units of general-purpose local government, of a Metropolitan Planning Organization (MPO), which, in cooperation with the State of Washington, is to develop transportation plans and programs for urbanized areas of Washington State; and

**WHEREAS**, 23 CFR §450 sets forth the national policy that the MPO designated for each urbanized area is to carry out a continuing, cooperative, and comprehensive multimodal transportation planning process, including the development of a Metropolitan Transportation Plan (MTP) and a Transportation Improvement Program (TIP); and

**WHEREAS**, the Washington State Growth Management Act, RCW 36.70A, requires local governments to adopt transportation plans that are consistent with comprehensive land use plans; and

**WHEREAS**, RCW 47.80 authorizes the formation of a Regional Transportation Planning Organization (RTPO) by the voluntary association of local governments within a county, provided each RTPO shall have as members all counties within the RTPO's boundaries and at least sixty percent of the cities and towns collectively, representing a minimum of seventy-five percent of the population of all incorporated municipalities; and

**WHEREAS**, pursuant to RCW 47.80.023(7), the Benton-Franklin Council of Governments is designated as the lead planning agency and governing body for the MPO and the RTPO; and

**WHEREAS**, RCW 47.80.40 provides each RTPO formed by local governments is required to create a Transportation Policy Board to provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation districts, port districts, and member cities, towns, and counties within the region to participate in policy making; and

**WHEREAS**, the Members acknowledge the need to provide regional economic development planning and have established the Benton-Franklin Economic Development District for these purposes, which will provide these services through the US Department of Commerce Economic Development Administration's Partnership Planning Program and Comprehensive Economic Development Strategy (CEDS) process; and

**WHEREAS**, the Members acknowledge the need to promote economic development activities for the region in alignment with the Public Works Economic Development Act of 1965 and to provide services as promulgated by the US Department of Commerce Economic Development Administration, US Department of Agriculture, and other funding sources available to the region; and

**WHEREAS**, each of the Members has previously adopted one or more resolutions authorizing the execution of this Agreement and that such resolutions are in all ways valid and binding; and

**WHEREAS**, the Members agree to be governed by Bylaws of the COG approved by a two-thirds (2/3) majority vote of all members in good standing;

**NOW, THEREFORE**, pursuant to the above recitals that are incorporated into this Interlocal Cooperation Agreement as included below, and in consideration of the terms and conditions set forth below, it is hereby agreed as follows:

## ARTICLE I

## PURPOSE

The purposes which form the basis of this Agreement are as follows:

1. COUNCIL OF GOVERNMENTS: To study regional and governmental problems of mutual interest and concern as agreed to by the Board and consistent with RCW 36.64.80;
2. REGIONAL PLANNING AGENCY: To initiate regional planning programs and accept/receive state and federal grants and funding as agreed to by the Board and consistent with RCW 36.70.060;
3. METROPOLITAN PLANNING ORGANIZATION (MPO): To implement and perform the functions of an MPO for the Tri-Cities Urbanized Area as such area's boundaries are defined now or in the future (23 USC 134 and USC 49; CFR 23 and 40)
4. REGIONAL TRANSPORTATION PLANNING ORGANIZATION (RTPO): To implement and perform the functions of an RTPO for Tri-Cities Urbanized Area as such area's boundaries are defined now or in the future (RCW 47.80);
5. Economic Development District (EDD): To implement and perform the functions of an EDD for the Benton and Franklin Counties area as promulgated by the Economic Development Administration of the US Department of Commerce. (40 USC Subtitle V)
6. PUBLIC WORKS AND ECONOMIC DEVELOPMENT ACT (PWEDA) To implement the PWEDA of 1965, PL 89 136 42 USC 3121 et. seq., and all related/subsequent Federal and Washington State legislation related to the purpose of the said Act;
7. To strengthen the regional economy through planning, program development, and economic diversification activities, and
8. Implement and administer other functions and agencies of regional concern as determined by its Board of Directors.

## ARTICLE II

## BOUNDARIES

The boundaries of the regional planning district shall be the boundaries of Benton County, Franklin County, Washington, and the Tri-Cities Urbanized Area as such area's boundaries are defined now or in the future, and any local, county, or state jurisdiction located within. All references to the "region" in this agreement shall mean Benton and Franklin Counties, and the Tri-Cities Urbanized Area unless changed by the Board as authorized by the COG Bylaws. The COG may be expanded to include contiguous geographic and statistically relevant areas and agencies economically and socially related to the region to provide mutual benefit.

## ARTICLE III

## FUNCTIONS AND AUTHORITIES

1. TRANSPORTATION. In meeting its responsibilities for regional transportation planning, the COG will:
    a. Produce a Regional Transportation Plan (RTP) as prescribed by federal and state law and regulations and based on local comprehensive planning. The RTP will establish

planning direction for regionally significant transportation projects, as defined in state law, and shall be consistent with the regional growth management strategy, including but not limited to:

i. Certify that transportation elements of local comprehensive plans are consistent with the regional transportation plan.

ii. Certify that all transportation projects within the region that have a significant impact on regional facilities or services are consistent with the RTP.

b. Carry out MPO functions as prescribed for federally funded projects in the region. These functions include preparing an RTP, an annual or biennial Unified Planning Work Program (UPWP), and a four-year capital plan (with an annual element).

2. ECONOMIC DEVELOPMENT. To further the purposes of regional economic development, pursuant to RCW 39.34, the COG will:

a. Cooperatively develop and maintain a regional economic development strategy that complies with the Federal requirements for a Comprehensive Economic Development Strategy (USC 42, Chapter 38 Public Works and Economic Development, Subchapter IV) and is also consistent with the requirements of the state of Washington for comprehensive planning under the Growth Management Act (RCW 47.80).

b. Contract for, administer, and manage state and federal economic development programs as authorized in the COG Bylaws.

3. REGIONAL DATABASE DEVELOPMENT. The COG shall provide for the establishment and maintenance of a regional database to:

a. Support the development of the Metropolitan Transportation Plan and other regional planning efforts of mutual concern to the Members.

b. Forecast and monitor the region's economic, demographic, and travel conditions.

c. Develop the database jointly with relevant state agencies for use in the region by local governments and the State of Washington.

d. Respond to data prepared by the State Office of Financial Management.

4. TECHNICAL ASSISTANCE. The COG shall provide technical assistance to local, state, and federal governments through regional data collection and forecasting services consistent with the agency's purpose, functions, and budget upon request. In addition, the COG may provide, upon request, general transportation or economic development planning assistance consistent with the COG's purpose and functions to Members.

5. DISCUSSION FORUM. The COG may provide a forum for discussion among local and state officials and other interested parties on common regional issues.

6. RESEARCH AND PLANNING. The COG may act as a research and fact-finding agency for the Members. To that end, it may make such surveys, analyses, research, and reports requested as authorized in the bylaws of the Agency. The COG, upon such authority or requests, may also:

a. Make inquiries, investigations, and surveys concerning the resources of Benton and Franklin Counties.

b. Assemble and analyze the data thus obtained, the systematic utilization and

development thereof.

c. Cooperate with other commissions and public and private agencies of the Region, Washington State, and the United States in planning endeavors.

d. Develop programs of Intergovernmental cooperation for the benefit of Members.

7. OTHER FUNCTIONS. The COG shall, insofar as possible:

a. Coordinate general planning among and for the Members

b. Provide a written report to the members each year

c. Prepare, approve, and administer its own annual budget, which includes setting the amount of cost allocations, member assessments, and dues, hiring an Executive Director (who shall hire and supervise employees), hiring consultants, engaging professional accounting, legal and other services as needed, sue and be sued; and other such additional modified, or removed functions and authorities as authorized in the COG Bylaws.

## ARTICLE IV

## BYLAWS

The authority to make, amend, or repeal bylaws is vested in the COG so long as such bylaws are consistent with the provisions of these articles and applicable laws. Bylaws for the COG are separately adopted and included in Exhibit A of this Agreement.

## ARTICLE V

## MEMBERSHIP

General Units of Government (excluding small cities with a population of less than 2,500 population) or Special Units of Government (such as school districts, public utility districts, and port districts) located within the COG's planning area of Benton and Franklin Counties of the State of Washington and the Tri-Cities Urbanized Area as such area's boundaries are defined now or in the future is eligible for voting membership in the COG through execution of this Agreement and the payment of such cost allocations as determined by the Board via dues or assessment. COG Membership shall be open to any general or special units of government located within the boundaries. The COG Board shall be comprised of delegates representing voting members as outlined in the Bylaws.

## ARTICLE VI

## ALLOCATION OF COSTS

Voting members in the COG shall contribute to the expense of the Agency in amounts as established annually by the COG and agreed to by participating jurisdictions pursuant to the budgetary laws outlined in the Revised Code of Washington (RCW). Members shall be assessed according to a per capita ratio or other equitable assessment established by the Board as authorized in the Bylaws. Services and facilities may be provided by participating agencies at a mutually agreed value in lieu of assessment, as authorized in the Bylaws.

## ARTICLE VII

## DURATION AND DISSOLUTION

The COG shall have perpetual existence until dissolved by: (1) a vote of 2/3 of the voting Members' provided that all members shall receive one month's written notice of the proposed dissolution and all members provided an opportunity for comment on the motion: or (2) withdrawal of such members so that the MPO/RTPO ratification thresholds are no longer met as required by 47.80 RCW and Ch. 468-86 WAC and/or Title 23 USC and Title 49 USC as currently adopted or as amended and 23 CFR Parts 450 and 500 and 40 CFR Part 613.

Upon termination of this Agreement, any money or assets in possession of the COG after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement shall be returned to all contributing governments in proportion to their assessment determined at the time of termination. The debts, liabilities, and obligations of the COG shall not constitute a debt, liability, or obligation of any member agency.

## ARTICLE VIII

## WITHDRAWALS

Any Member shall have the right to withdraw from this Agreement by giving written notice to the Board six months prior to the Board's annual meeting establishing the annual assessment. The Members agree that withdrawal will not absolve them of responsibility for meeting financial or other obligations of annual contracts or agreements which exist between the State of Washington or the federal government and the COG at the time of the withdrawal.

The formation of the MPO is based on the population of the metropolitan planning area. Withdrawal by any Member could put the existence of the MPO at risk, resulting in the loss of federal funding for transportation projects. Withdrawal of member jurisdictions could impact the organization with respect to its designation and funding as an RTPO under Washington State law.

## ARTICLE IX

## GENERAL PROVISIONS

A. ADOPTION AND EFFECTIVE DATE. The effective date of this Agreement shall be upon ratification by the Counties and at least sixty percent (60%) of the cities and towns within the council area that represent seventy-five percent (75%) of the cities and towns population ("Ratification"). This Agreement shall be binding upon the Members who have executed this Agreement, their successors, and assigns, provided that upon Ratification, all prior agreements and bylaws between the parties shall be deemed terminated and replaced herewith. Thereafter, no city, town, tribe, or special district shall be a voting member of the Benton-Franklin Council of Governments, the Benton-Franklin Metropolitan Planning Organization/Regional Transportation Planning Organization Transportation Policy Board, or the Benton-Franklin Economic Development District until the Board has approved the entity's membership and the entity's governing body has approved this Agreement and paid assessed dues.

B. AMENDMENTS. This Agreement may be amended by Board action pursuant to the COG Bylaws.

C. FILING AND STATE APPROVAL. Pursuant to RCW 39.34.040, this Agreement shall be on the COG website or other electronically retrievable public source. To the extent any

state officer or agency has control over the operations which may be the subject of this Agreement, then this Agreement shall be submitted to such state officer or agency for approval pursuant to RCW 39.34.050 prior to its entry into force.

D. INVALID PROVISIONS. If any portion of this Agreement, or its application to any local government, person, or circumstances, is held or determined to be invalid, such holding or determination shall not affect the validity or enforceability of any other term or provision, and the application of this Agreement to other local government entities, persons or circumstances shall not be affected.

E. COUNTERPARTS. This Agreement may be executed in counterparts by the parties. Receipt of executed resolutions having the same effect as if all parties had signed the same agreement.

## EXHIBITS

Exhibit A – Benton-Franklin Council of Governments Bylaws, Amended 5.19.2023

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## ADOPTION

These Bylaws were adopted as a total revision to and replacement of all previously existing Bylaws and amendments by the Benton-Franklin Council of Governments Board of Directors at their Meeting on the 19th day of May 2023 by BFCOG Resolution 04-23.

Brad Peck, Board Chair

Skip Novakovich, Board Vice-Chair

## PARTICIPANTS

Participants in this agreement shall be whichever of the parties ratify this agreement. If any party fails to ratify this agreement, such action shall not affect this agreement as it pertains to the remaining parties.

**WHEREAS**, the ***[MEMBER JURISDICTION NAME]*** authorized the execution of this

Agreement by Resolution No. _____,

Adopted on _____ *[Date].*

**IN WITNESS WHEREOF**, the parties hereto have set their hands.

By: _____ Attest: _____

Title: _____ Title: _____

Date: _____ Date: _____

# BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

Regional Planning Agency for Benton & Franklin Counties

Benton-Franklin Metropolitan Planning Organization • Regional Transportation Planning Organization
Benton-Franklin Economic Development District

## RESOLUTION 03-23

## A RESOLUTION OF THE BOARD OF THE BENTON-FRANKLIN COUNCIL OF GOVERNMENTS (BFCOG) ADOPTION OF UPDATED ORGANIZATION BYLAWS

**WHEREAS**, the Benton-Franklin Council of Governments (BFCOG), by Interlocal Agreement with its member jurisdictions, shall adopt Bylaws to carry out the purposes set forth in that Interlocal Agreement; AND

**WHEREAS**, the Benton-Franklin Council of Governments (BFCOG) operates under the Bylaws of the Benton-Franklin Council of Governments as amended September 18, 2020, in which Article 10 – Amendments, indicates the process by which Bylaws of the organization may be amended, repealed, or altered in whole or in part; AND

**WHEREAS**, the Board by Resolution 08-21, A Resolution of the Board of the Benton-Franklin Council of Governments Authorizing Bylaws Review, directed the formation of a Bylaws Review Committee recognizing that the current Bylaws amendments "were made expeditiously to meet Federal requirement" and that "a review of the Bylaws is necessary for the purpose of rectifying inconsistencies and is prudent to ensure organizational effectiveness"; AND

**WHEREAS**, a comprehensive set of Bylaws has been developed in cooperation between staff and the BFCOG Board, which rectifies identified inconsistencies and improves organizational effectiveness; AND

**WHEREAS**, this comprehensive set of Bylaws has been reviewed by the BFCOG Bylaws Committee, the BFCOG Executive Committee, and the state and federal program officers of stakeholder agencies; NOW THEREFORE

**BE IT RESOLVED** that the Board of the Benton-Franklin Council of Governments hereby adopts the attached updated Bylaws of the Benton-Franklin Council of Governments (Exhibit 1); AND

**BE IT FURTHER RESOLVED** that the Board of BFCOG now authorizes the Executive Director to provide these Bylaws to all member jurisdictions and necessary stakeholders on behalf of the organization.

**ADOPTED** by the Benton-Franklin Council of Governments Board by affirmative vote at the regularly scheduled Board meeting held on the 19th day of May 2023.

By: _____; and
BRAD PECK, Chair

By: _____.
NICHOLAS (SKIP) NOVAKOVICH, Vice Chair

BENTON-FRANKLIN
COUNCIL OF GOVERNMENTS

# BYLAWS OF THE
# BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

*(As a total and complete Replacement for all previous Bylaws Documents)*

## ARTICLE I

## NAME and TERM

The name of this Agency shall be The Benton-Franklin Council of Governments, and it is referred to in these Bylaws as the "COG."

## ARTICLE II

## AREA SERVED

Benton and Franklin Counties of the State of Washington, and for the Tri-Cities Urbanized Area as such area's boundaries are defined now or in the future by the US Census and designated by the Federal Highway Administration of the US Department of Transportation.

## ARTICLE III

## ORGANIZATION

SECTION 1. ORGANIZATION: The Benton-Franklin Council of Governments (COG) is organized under the Interlocal Cooperation Act (RCW 39.34) and other federal and state laws as:

1. a **Council of Governments** (RCW 36.64.080);
2. a **Regional Planning Commission** (RCW 36.70.060);
3. a **Metropolitan Planning Organization** (MPO) (23 CFR Part 450.310(b)) designated by agreement between the Washington State Governor and local governments;
4. a **Transportation Management Area** (TMA) (23 CFR Part 450.310(c)) designated by the Secretary of the US Department of Transportation;
5. a **Regional Transportation Planning Organization** (RTPO) (RCW 47.80.020) and;
6. an **Economic Development District** (EDD) promulgated by the Economic Development Administration of the US Department of Commerce under authority granted by the Public Works and Economic Development Act of 1965. (40 USC Subtitle V)

The COG is the designated Metropolitan Planning Organization/Transportation Management Area for the Tri-Cities Urbanized Area as determined by the US Census and defined by the Federal Highway Administration of the US Department of Transportation, and the Regional Transportation Planning Organization as designated by the Washington State Department of Transportation (WSDOT).

The COG is the designated Economic Development District of Benton and Franklin counties as specified by the Economic Development Administration of the United States Department of Commerce.

Separate Interlocal Agreements further establish relationships between the COG and other jurisdictional partners.

## ARTICLE IV

## PURPOSE

SECTION 1: PRIMARY PURPOSES:

1. As a COUNCIL OF GOVERNMENTS, the COG exists to study regional and governmental problems of mutual interest and concern, and to formulate recommendations for review and action by member jurisdiction's legislative bodies. Pursuant to the Interlocal Cooperation Act (RCW 39.34) and the Interlocal Agreement entered into between member jurisdictions, the COG may also serve as a lead agency in providing programs that serve the mutual interest of member jurisdictions.
2. As a REGIONAL PLANNING AGENCY, the primary purpose is to initiate regional planning programs, accept grants in aid, receive state and federal funds for planning, and to further planning programs for the Benton-Franklin metropolitan area. As such, the COG has accepted state and federal designations supporting this primary purpose.
    a. METROPOLITAN PLANNING ORGANIZATION/TRANSPORTATION MANAGEMENT AREA (MPO/TMA): The COG is responsible for MPO/TMA and RTPO activities in Benton, Franklin, and the Burbank area of Walla Walla Counties. As such, the COG Board of Directors serves as both the governing Board and the Transportation Policy Board of the MPO/TMA. (See ARTICLE X. Metropolitan Planning Organization)
    b. REGIONAL TRANSPORTATION PLANNING ORGANIZATION (RTPO): The COG is responsible for MPO/TMA and RTPO activities in Benton, Franklin, and the Burbank area of Walla Walla Counties. As such, the COG Board of Directors serves as both the governing Board and the Transportation Policy Board of the RTPO. (See ARTICLE XI. Regional Transportation Planning Organization)
    c. ECONOMIC DEVELOPMENT DISTRICT (EDD): The COG is responsible for the EDD activities in Benton and Franklin Counties. As such, the BCOG Board serves as the governing Board of the EDD, acting on recommendations from the Economic Development District Advisory Committee per CFR 2018 Title 13 Volume 1 Section 304.2(c). (See ARTICLE XII. Economic Development District)

SECTION 2. SECONDARY PURPOSE:

1. The COG may provide administrative support and oversight to other local government entities and special districts. These other entities shall be governed per their own governing documents and be charged a fee for any services provided by the Benton-Franklin Council of Governments.
2. The COG may also provide various other administrative and planning assistance as requested by local government entities on a mutually agreed upon fee for services basis.

## ARTICLE V

## MEMBERSHIP ELIGIBILITY

SECTION 1. REGULAR MEMBERSHIP:

1. General Units of Government or Special Units of Government (such as school districts, public utility districts, and port districts) located within the COG's planning area of Benton and Franklin Counties of the State of Washington are eligible for Regular Membership in the COG; however, small cities with a population of less than 2,500, as determined by the Washington Office of Financial Management (OFM), are only eligible for Associate Membership.
2. Membership is established through acceptance of the Interlocal Agreement creating the COG and these Bylaws by the Jurisdiction's governing body.
3. Should a Native American tribe possess any trust land or reservation land located within the defined boundaries served by the COG, then such tribe shall be offered Regular Membership.
4. The Delegates of Regular Members shall occupy seats on the COG Board of Directors.

SECTION 2. VOTING RIGHTS: Regular Members each have the right to cast one vote on all matters coming to the Board for action.

1. In order to comply with RCW 47.80 and 23 CFR 450.310(d)(3), the COG as the designated MPO and RTPO for the Tri-Cities Urbanized Area, will grant Ex Officio membership and the right to designate one Delegate representative to vote on any MPO/RTPO matter coming to the COG Board for action to entities who are not Regular Members of the COG but require such rights. Currently, this includes:
    a. Walla Walla County
    b. Washington State Department of Transportation South Central Region

These Bylaws may be amended as provided in Article XVI of these Bylaws to accommodate other qualified Regular Members and different allocations of voting rights.

SECTION 3. ASSOCIATE MEMBERSHIP: Associate Members are authorized and shall be subject to annual dues in an amount to be determined annually by the Board. Associate Members are non-voting members of the organization. Community organizations and public agencies ineligible for Regular Membership in the COG may petition for Associate Membership. Associate Membership is granted upon application approval by the Board and payment of annual dues. Associate Members' Representatives are not eligible to be officers or voting Board members of the COG. They may participate as non-voting members of committees and may contract with BFCOG for technical assistance at a rate determined by the Board. An Associate Member representative may be appointed as a voting committee member by the Board Chair when deemed appropriate.

SECTION 4. EX OFFICIO MEMBERSHIP:

Ex Officio Membership may be granted upon approval of the Board to representatives of any regional, state, or federal agency representative at the Board's discretion or as required by regional, state, or federal program guidance.

SECTION 5. ALLOCATION OF COSTS, ASSESSMENTS, AND DUES:

1. Regular Members of the COG shall contribute to the expense of the COG by Assessment in amounts as established annually by the Board and agreed to by participating jurisdictions under the Budgetary laws as outlined in the Revised Code of Washington.

a. Assessments for Regular Members, established annually by the Board, will be such that they ensure adequate operations of the COG and include funds necessary to meet matching requirements for federal or state programs approved by the Board.

b. Assessments for Regular Members will be assessed on a per capita ratio or other equitable assessment established by Board resolution.

c. Any Regular Member with Assessments outstanding after 120 days will automatically revert to non-voting Associate Member status until Dues are paid current.

2. Associate Members, while not contributing to the pro-rated expenses of the COG, shall be charged membership Dues which shall be established annually by Board at the same time as the Regular Members' contributions are established.

3. The COG shall provide notice of annual Assessments and Dues for the upcoming fiscal year to all Members no later than November 1st of the current year, with payment due by February 15th of the new calendar year.

4. The Board may also establish a Fee for Services schedule to be applied to services requested of the COG by individual Members or other organizations.

5. The Board may also approve a Special or Emergency Assessment to Regular Members beyond the annual Assessment at any period if deemed necessary.

SECTION 6. ACTIVE MEMBER and MEMBER IN GOOD STANDING: An Active Member shall mean any Regular Member whose Delegate (primary or alternate) has been present for the immediate past three (3) consecutive Regular COG Board meetings. A Member in Good Standing shall mean a Regular or Associate Member whose Dues or Assessments are paid current with the COG.

## ARTICLE VI

## BOARD OF DIRECTORS

SECTION 1. PURPOSE, POWERS, and DUTIES: The COG shall be managed by a Board of Directors and is referred to in these Bylaws as the "Board." The Board has a general power and fiduciary responsibility to:

1. Formulate and set the policy for the operation of the COG;

2. Control and direct the affairs, funds, and property of the COG;

3. Be responsible for the COG's finances;

4. Set the amount of member dues, fees for service, and annual assessments;

5. Enter into contracts necessary to accomplish COG goals;

6. Disburse the COG's monies and dispose of its property in fulfillment of the COG's purpose;

7. Hire an Executive Director to manage the day-to-day operations as necessary to conduct the affairs of the COG and to evaluate the Executive Director's performance. The Board may delegate to the Executive Director through a Board-approved Delegation

of Authority document certain specific general powers and fiduciary responsibilities as the Board deems appropriate and in the best interest of the COG mission;

8. Adopt plans and act upon matters not formally delegated to the Executive Director; provided, however, the Board shall not permit any part of any assets or capital of the COG to inure to the benefit of any employee or private individual; and

9. Assure that the COG always operates under the guidelines of Title VI, ADA, and all other civil rights requirements imposed by local, state, and federal laws while providing opportunities for public involvement and participation.

SECTION 2. REPRESENTATION: The Board shall be comprised of Delegates representing Regular Members.

1. Each Regular Member shall be officially represented by one Delegate to the Board who is authorized to act on the Regular Member's behalf on any matter before the COG.

2. Each Regular Member shall designate and provide notice to the COG no later than February 28th of each year of the names and titles of one Primary Delegate and one Alternate Delegate who, in the absence of the Primary Delegate, is also authorized to act on the Regular Member's behalf on any matter which comes before the COG.

3. Primary and Alternate Delegates of Regular Member jurisdictions governed by an elected body must be elected officials of that governing body.

4. Primary Delegates of Regular Member jurisdictions governed by an appointed governing body shall be the chief executive officer of the jurisdiction, and the Alternate Delegate may be either a designated senior staff member or an appointed member of the jurisdiction's governing body.

5. Should it become necessary for a Regular Member to replace an appointed primary or alternate Delegate after their annual appointment, such member shall notify the COG of their appointment of a new Delegate before the next regularly scheduled COG Board meeting.

SECTION 3. TERM OF OFFICE: Delegates shall serve on the Board for such period as determined by their respective jurisdictional governing body.

SECTION 4. RESPONSIBILITIES: Board members will commit themselves to all Board responsibilities prescribed in these Bylaws and comply with all local, state, and federal laws.

1. Board members shall notify the Executive Director to request an excused absence and will coordinate participation by their designated alternate in such case.

2. Board members will advise the Executive Director of any issues of concern or particular interest to such members.

3. No member shall speak or act for the Board without the prior authorization of the Board.

SECTION 5. COMPENSATION: No member of the Board shall receive compensation for their services as a member of the Board. The Board may authorize reasonable reimbursement of expenses to any Board member for actual costs incurred when representing the COG officially to the extent the Board may deem appropriate.

SECTION 6. INVOLVEMENT IN CONTRACTS AND SERVICES: Nothing herein shall preclude a Board member from serving the COG in any other capacity and receiving reasonable

compensation for such service. However, should any Board member have a personal financial interest either directly or indirectly in any contract, transaction, or issue relating to the operations of the COG, the Board member must ensure that they comply with the COG's Procurement Policy and with all applicable conflict of interest and related provisions of federal and state law. Any Board member performing services unrelated to their duties as a Board member shall not request compensation for their services above their standard charges for the same or similar services assessed to others.

SECTION 7. CONFLICT OF INTEREST: Following Washington's Code of Ethics for Municipal Officers, Board members may not engage in any act that conflicts with properly discharging their official duties. Such conflicts of interest include but are not limited to holding a financial interest in a matter before the Board. In the event of a conflict of interest, a Board member must identify the conflict and recuse themself from voting or taking any other action on the matter. Board members are bound by and shall comply with RCW 42.23, as amended. They shall not use their position on the Board for personal gain. Even where no conflict of interest exists under law, Board members are encouraged to disclose contacts or exposure they have had regarding a matter before the Board and recuse themselves from voting on measures relating to such a matter when they believe that such contact would prevent them from giving the action fair consideration or would injure the credibility of the Board.

SECTION 8. PERSONAL LIABILITY: No Board member or any uncompensated officer of the COG shall be personally liable to the COG or its members, if any, for monetary damages for conduct as a Board member or uncompensated Officer provided that this Article shall not eliminate the liability of a Board member or uncompensated Officer for any act or omission occurring before the date when this Article becomes effective and for any action or omission for which elimination of liability is not permitted under the RCWs of the State of Washington. Any Board member or uncompensated Officer shall be entitled to indemnification for any expenses or liability incurred in their capacity as a Board member or uncompensated Officer as provided by the laws of the State of Washington under which the COG is governed. The COG will maintain such officers and directors' liability insurance as recommended to provide adequate protection against liability.

SECTION 9. REMOVAL OF BOARD MEMBER: If an appointed Board member Delegate and Alternate of the same jurisdiction is absent for three (3) consecutive meetings, the Executive Director will notify the jurisdiction, and the jurisdiction will be invited to appoint another representative and delegate as necessary.

SECTION 10. MEMBER RESIGNATION: Should any Regular Member withdraw their membership relationship in the COG, that member's Delegate to the Board shall be deemed to have resigned effective as of the withdrawal date.

## ARTICLE VII

## OFFICERS

SECTION 1. PRINCIPAL OFFICERS: The principal officers of the COG shall be a Chair and a Vice Chair and are referred to in these Bylaws as "Officer/s." All Officers shall be elected to office at the Annual Meeting or at a meeting designated by the Board from among the Board members elected or appointed to the Executive Committee.

SECTION 2. DUTIES and POWERS: Each Officer shall perform the duties and exercise the powers usually attendant to their respective offices, including those duties stated in these Bylaws and such additional powers and duties as may be prescribed by the Board by resolution.

SECTION 3. ELECTION, ELIGIBILITY, and TERM OF OFFICE: The Officers of the COG shall be elected at the Annual Meeting or a designated meeting for such purpose.

1. The Board shall elect Officers from the Board members elected or appointed to the Executive Committee. The Chair shall call for and accept Officer nominations from the selected Executive Committee representatives.
2. To be eligible for election as an Officer, nominees must be the Primary Delegate representing a Regular member jurisdiction in Good Standing and have served on the Board for at least one year.
3. The newly elected Officers shall take office at the close of the meeting at which they were elected.
4. Officers shall be elected to serve a one-year term. They shall hold office until their successor has been elected, except in the case of death, resignation, or removal as provided in these Bylaws or the special provisions provided in Section 4 of this Article.

SECTION 4. OFFICE HOLDING LIMITATIONS:

1. No Board member shall hold more than one office at a time.
2. No Board member may serve in any one officer position for more than two consecutive terms; however
3. If no person is qualified or willing to assume an officer position at the end of the term of a current officer, as prescribed by these Bylaws, and the person currently serving in that officer position is willing to continue serving until another member of the Executive Committee becomes qualified and is willing to serve, the term limits for the Officer currently serving as written in Article VI, Section 3 of these Bylaws and Section 3 of this Article, may be suspended for the good of the COG by a two-thirds majority vote of the Board members to allow the Officer currently serving to continue to serve in that capacity as needed, or for a period not to exceed one year. Should this special provision be enacted, it will be the responsibility of the Board to ensure that another of their members becomes qualified and is willing to serve as quickly as possible, but in no event shall this take more than one year.

SECTION 5. REMOVAL OF OFFICERS: Any Officer may be removed for just cause at any time at any Board meeting at which a quorum is present by a vote of two-thirds of the Board membership.

SECTION 6. RESIGNATION OF OFFICERS: Any Officer may resign by giving written notice to the Board Chair or Vice Chair. Unless some measure prevents otherwise, the Board shall vote to accept such resignation at the next regularly scheduled Board meeting effective as to the date of the request.

SECTION 7. OFFICER VACANCIES: Vacancies among Officers, however arising, shall be filled by a majority vote of the Board members present at any regular or special meetings of the Board at which a quorum is present or by enacting the special provision provided for in Section 4 of this Article. The Board member filling the vacated officer position will fill that position for the remaining term of the Officer who left.

SECTION 8. CHAIR:

1. The Chair shall serve as Board and Executive Committee Chair, presiding over all Board and Executive Committee meetings.
2. The Chair will do and perform all acts incident to the office of the Chair, including the execution of all instruments on behalf of the COG, such as contracts, agreements, and other documents for which the Chair's signature is necessary or desirable.
3. The Chair shall officially represent the COG before other groups and agencies.
4. The Chair shall have such additional powers and duties as may be assigned to the Chair by resolution of the Board.
5. Unless otherwise provided for in these Bylaws, the Chair shall recommend for Board approval the establishment of committees, the chairperson, and the members for each committee. The Chair will also be an ex officio, non-voting member of each committee.

SECTION 9. VICE-CHAIR:

1. In the absence of the Chair, the Vice Chair shall exercise the powers and perform the Chair's duties.
2. The Vice-Chair shall assist the Chair, have other powers, and perform other duties designated by the Chair or the Board.

## ARTICLE VIII

## BOARD OF DIRECTORS MEETINGS

SECTION 1: SPECIFIC MEETING REQUIREMENTS:

1. All meetings of the Board and Committees shall provide for public access, participation, and inclusivity unless SECTION 7 of this Article takes effect.
2. Meetings will be held in locations that comply with the American Disability Act (ADA), the Title VI of the Civil Rights Act of 1964, and the Open Public Meeting Act (OPMA) of the State of Washington, as currently amended.
3. To ensure appropriate notice, public involvement, and effective regional decision-making, all meetings and notices will comply with the OPMA requirements.

SECTION 2. ANNUAL MEETING: An Annual Meeting of the Board shall be held on such date as may be fixed by the Board, generally in December. The Annual Meeting may be combined with a regular meeting of the Board. The primary purpose of the Annual Meeting shall be for the election of officers, committee appointments, and to receive annual reports of officers, the Executive Director, and other appropriate staff members designated by the Executive Director. The program agenda and arrangements for the Annual Meeting shall be under the control and direction of the Chair with assistance from the Executive Director.

SECTION 3. REGULAR MEETINGS: Regular meetings of the Board may be held on dates and frequency as fixed from time to time by the Board. Meetings may be held anywhere designated by the Board, with proper notice given to all serving Board members and the public. A list of regular meeting dates for the succeeding calendar year shall be published and adopted at a meeting before the end of each calendar year.

SECTION 4. SPECIAL MEETINGS: Special meetings of the Board may be called at any time by the Chair or at the request of at least three (3) of the Regular Members in Good Standing. The purpose of the Special Meeting, date, time, and location shall be stated in the call for the meeting, providing at least twenty-four (24) hours advance notice to all Board members and the public.

SECTION 5. WORKSHOP MEETINGS: The Board may meet in workshop sessions to review and discuss current or proposed matters, including receiving information from Staff or others. No official final Board action shall be allowed at a workshop.

SECTION 6: EXECUTIVE SESSIONS: The Board may enter an Executive Session at any time during a regular or special meeting and shall convene and conduct such sessions in conformance with all applicable RCWs and all requirements of the Open Public Meeting Act as currently amended.

1. The Board may only discuss in executive session matters allowed by current RCWs and all other applicable laws.
2. No participant in an Executive Session shall disclose to any person the content or substance of any discussion which took place during said Executive Session.
3. The Board may take no action in an Executive Session.
4. Before convening an Executive Session, the Chair shall publicly announce the purpose of the Executive Session, citing applicable RCWs allowing for the Executive Session, announce who, in addition to Board members, will be invited to attend the Executive Session, announce whether a Board action will be taken once the meeting is reconvened, and the anticipated time the Executive Session will be concluded.
5. The announced time limit for an Executive Session may be extended by an announcement from the Chair to all meeting attendees excluded from the Executive Session. The Executive Session may be extended to a stated date and time by the Chair's announcement in an open session.

SECTION 7. VIRTUAL MEETING PARTICIPATION: Unless otherwise required by law to conduct meetings in person, at the discretion of the Board, the COG may conduct meetings in person, entirely virtual, or as a hybrid with both in-person and virtual participation. A Board member, alternate, staff member, or member of the public may virtually participate in a virtually enabled meeting so long as all attending may simultaneously hear each other and participate during the meeting, and proper accommodations for public attendance are provided to the extent reasonably possible.

1. Participation of Board members by such means shall constitute presence in person at a meeting to establish a quorum, vote, and other purposes.
2. Except as otherwise provided in these Bylaws or as prescribed by the Open Public Meetings Act of the State of Washington as currently amended or other applicable state and federal laws, meetings of the Board or any committee may be conducted through the use of the Internet or telephonic meeting services as approved by the Chair that supports audio and visible displays identifying those participating, identifying those seeking recognition to speak, showing (or permit the retrieval of) text of pending motions, and showing the results of votes, and shall at all times provide for public accessibility and participation.

3. Virtual or hybrid meetings may be available if deemed appropriate, and technology and location allow for such.
4. Fully virtual or hybrid meetings of the Board shall be subject to all rules adopted by the Board to govern them, which may include reasonable limitations on and requirements for Board member participation. Any such rules adopted by the Board shall supersede any conflicting rules in parliamentary authority but may not otherwise conflict with or alter any rule or decision of the COG.
5. Any anonymous vote conducted through the designated Internet meeting service shall be deemed a ballot vote, fulfilling any requirement in the bylaws or rules that a vote be conducted by ballot.
6. Names of all Board members participating in the meeting by virtual means must be announced, and their presence must be noted in the meeting minutes.

SECTION 8. NOTICE OF MEETINGS:

1. ANNUAL OR REGULAR MEETINGS. Written notice of the time and place of the Annual and Regular meetings shall be sent to each Board member in the care of the last known location of the business, residence, or contact address of the Board member at least seven (7) days, but not more than twenty-one (21) days, before the date of such Meeting and may be sent by electronic mail (Email) or first-class mail.
2. SPECIAL MEETINGS. Written notice of a Special meeting shall be made to each Board member in the care of the last known place of business, residence, or contact address of the Board member at least twenty-four (24) hours in advance of the Special Meeting and may be sent by electronic mail (Email) or first-class mail.
3. Any meeting may be recessed, continued, or adjourned from time to time without additional notice provided proper notice was given for the original Meeting.

SECTION 9. QUORUM: Unless otherwise provided in these Bylaws or required by law, the presence of a majority of the Delegates of Regular Members of the COG in good standing shall constitute a quorum for the transaction of any business before any meeting of the COG. In the absence of a quorum, a majority of the Board members present may, without giving notice other than announcement at the meeting, adjourn the meeting from time to time until a quorum is obtained. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Board members if at least a majority of the required quorum for such a meeting approves any action taken.

SECTION 10. VOTING: At any Board meeting at which a quorum is present, each Board member present shall be entitled to one vote and, except as otherwise provided by law or these Bylaws, the act of a majority of the Board members shall be considered the act of all of the Board. Only Regular Members in Good Standing retain the right to vote. Associate Members, Special Members, and Ex-Officio Members shall not have the right to vote except those specifically designated elsewhere in these bylaws. (See ARTICLE II - MEMBERSHIP, Section 2 Voting Rights, a.)

SECTION 11. OPEN MEETINGS AND PUBLIC PARTICIPATION: All Board meetings shall be held in facilities available to the public meeting all required provisions of Title VI of the Civil Rights Act of 1964 (Title VI) and the Americans with Disabilities Act (ADA), and will encourage public comments, suggestions, and assistance so long as such comments, advice, and assistance comply with the furtherance of the COG missions and purposes.

1. Board meeting agendas will include an item for public comment.
2. If a member of the public wishes to comment, they will need to be recognized by the Chair. They will be asked to state their name for the record, limit their remarks to three minutes unless granted additional time by the Chair, and deliver their comments courteously and efficiently directed to the Chair.
3. Board members will not be expected to engage in conversations with the public but may refer appropriate questions to staff and direct staff to follow up to provide answers. If action is required or has been requested, the Chair may have the request placed on a future agenda for action or investigation and a report.

SECTION 12. PROXIES: The COG does not authorize proxy voting at any board or committee meeting.

## ARTICLE IX

## COMMITTEES

SECTION 1. STANDING COMMITTEES: The COG will have the following standing committees, the members of which will be elected at the Annual Meeting each year:

1. EXECUTIVE COMMITTEE

Additional standing committees in support of the COG's roles as an MPO, RTPO, and EDD are referenced in their respective Articles within these Bylaws. All standing committees shall meet and perform the duties incident to each committee and as directed or assigned by the Board but shall not have the power to act on behalf of the COG without explicit Board approval. All standing committees will have a Board-adopted Committee Policy that outlines the committee's purpose, composition, quorum, leadership, authority, and functions.

SECTION 2. ADDITIONAL COMMITTEES: The Board may, at any Board meeting, designate additional standing committees, ad hoc committees, and special committees of the Board. The Board may appoint advisory committees and honorary groups and set committee terms and expectations.

SECTION 3. COMMITTEE MEMBERSHIP:

1. Unless otherwise provided for in these Bylaws, a Board-adopted Committee Policy, or requirements mandated by any Washington State or Federal designation assumed by the COG, the Board Chair shall recommend for Board approval the establishment of committees, the means of appointing or selecting a chairperson, and the members for each committee from among the Delegates of Regular Members in Good Standing. Each committee shall consist of at least three members, at least one of whom shall be a voting Board member representing a Regular Member in Good Standing.
2. Unless otherwise provided for in these Bylaws or by the laws of the State of Washington, any committee designated by the Board may include as full voting members of such committee, persons regardless of whether they are Board members or Officers of the COG, as the Board shall determine.
3. Each such committee shall have powers to the extent delegated to it by the Board via resolution and by the laws of the State of Washington.

4. Each committee shall keep minutes of proceedings and report to the Board as requested by the Board Chair or any member of the Board.

5. At the discretion of the Board, at least one member of the COG staff may be appointed as an ex officio, non-voting, participating member of each Board committee.

SECTION 4. EXECUTIVE COMMITTEE:

1. MEMBERSHIP. The Executive Committee shall consist of five (5) members representing the following COG member sub-categories:
    a. COUNTY REPRESENTATIVE
    b. LARGE CITY REPRESENTATIVE (over 20,000 population)
    c. SMALL CITY REPRESENTATIVE (under 20,000 population)
    d. PORT DISTRICT REPRESENTATIVE
    e. TRANSIT AGENCY REPRESENTATIVE
2. SELECTION. Each member sub-category representative to the Executive Committee will be selected by the members of that sub-category at their discretion by either election or consensus. Should any sub-category member not agree with the appointment method, they may request a dispute resolution process. If a resolution cannot be reached, the Board has the authority to select the Representative by a vote of the entire Board. In the event there is not a Delegate from the member sub-category able or willing to serve as the Executive Committee Representative, the sub-category members may request that the Board elect an At Large Representative to serve as their Representative.
3. PURPOSE. The Executive Committee shall, during intervals between meetings of the Board, exercise those powers of the Board in the management of the business and affairs of the organization, as provided by law, these Bylaws, or by Board resolution.
4. POWER. The Executive Committee shall have the power to take all required and necessary action on behalf of the Board between regularly scheduled Board meetings on issues and concerns requiring immediate attention. All actions by the Executive Committee shall also be reported to the Board at its next meeting and shall be subject to revision, alteration, change, or ratification by the Board. Actions that do not allow for revision, alternation, or change shall only be undertaken only by Board action. No action of the Executive Committee shall conflict with action taken by the Board.
5. QUORUM. The presence of a simple majority of the members of the Executive Committee then serving in office, including either the Chair or Vice-Chair, shall be necessary to constitute a quorum. The act of a majority of the Executive Committee members present at a meeting of the Executive Committee at which a quorum is present shall be the act of the Executive Committee.
6. RECORDS. The Executive Committee shall keep full and fair records and accounts of its proceedings and transactions. The minutes of the Executive Committee shall be distributed to all members of the Board of Directors.

SECTION 5. MEETINGS OF COMMITTEES:

1. Unless otherwise provided for in these Bylaws or a Board-adopted Committee Policy, the Committee Chair shall schedule the time, date, location, and number of regular meetings it will hold each year as necessary to accomplish the mission for which each committee was established.

2. Unless otherwise provided for in these Bylaws or a Board adopted Committee Policy, a majority of the members then serving on a committee constitutes a quorum for the Meeting of the committee, and the vote of a simple majority of those present at a meeting at which a quorum is present constitutes an action of the committee.

3. Meetings of all Committees shall be held in locations that comply with the American Disability Act, Title VI of the Civil Rights Act of 1964, and the Open Public Meeting Act of the State of Washington as currently amended. All Committee meetings shall provide for public access, participation, and inclusivity.

SECTION 6. TERM LIMITS: No person shall serve as committee chair for more than two consecutive one-year terms. Following a one-year absence, that person may be reappointed as Chair of the same committee. All committee appointments expire on December 31st of the year for which the appointment is made.

## ARTICLE X

## BENTON-FRANKLIN METROPOLITAN PLANNING ORGANIZATION

SECTION 1. ORGANIZATION: BFCOG, designated by agreement between the Washington State Governor and the local governments of Benton and Franklin Counties as the Metropolitan Planning Organization (MPO) for the Tri-Cities Urbanized Area. The MPO has further been designated as a Transportation Management Area (TMA) by the Secretary of the US Department of Transportation, based on an urbanized area with a population of over 200,000 as defined by the Bureau of the Census.

SECTION 2. PURPOSE: BFCOG, serving as the MPO/TMA, implements metropolitan planning functions for the Tri-Cities Urbanized Area as outlined in 23 USC 134, 49 USC 5303, 23 CFR Parts 450 and 50, and 40 CFR Part 613 as currently adopted or hereafter amended which outline the following duties:

1. All activities incidental, necessary, convenient, or expedient for maintaining continuing, cooperative, and coordinated transportation plans for Benton County, Franklin County, and the Burbank area of Walla Walla County;

2. Prioritizing and selecting federally funded projects;

3. Responsibilities for all duties required by current and future federal, state, and local transportation planning and coordination laws, in addition to all other applicable federal transportation legislation;

4. Responsibilities for federal and state Clean Air and Growth Management Act requirements; and

5. Responsibilities for the accomplishment of all other duties and requirements that Federal laws may, from time to time, require the laws of the State of Washington and any regional or local applicable laws.

SECTION 3. MEMBERSHIP/VOTING RIGHTS: 23 CFR 450.310(d)(1) stipulates each MPO that serves as a designated TMA shall consist of:

(i) Local elected officials;

(ii) Officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation; and

(iii) Appropriate State officials.

In accordance with 23 CFR 450.310(d)(3)(i), these bylaws designate that all Regular Members of the COG (Article V. Membership (1) Regular Membership) are corresponding members of the MPO/TMA.

In accordance with 23 CFR 450.310(d)(3)(iii), these bylaws further designate that specific entities requiring voting rights will be granted Ex Officio Membership in the COG (Article V. Membership (2)(a) Voting Rights) and are granted the right to appoint one Delegate representative to vote on any MPO/RTPO matter coming to the Council for action. This includes:

a. Washington State Department of Transportation South Central Region

b. Any public agency that administers or operates major modes of transportation in the Tri-Cities Urbanized area that is not a Regular Member of the COG by Interlocal Agreement

SECTION 4. BOARD OF DIRECTORS/OFFICERS: These bylaws designate the Board (Article VI. Board of Directors), and its Officers (Article VII. Officers) also serve simultaneously as the BENTON-FRANKLIN TRANSPORTATION POLICY BOARD (Article X. Metropolitan Planning Organization, Section 6. Standing Committees, Benton-Franklin Transportation Policy Board).

SECTION 5. DUES ASSESSMENT: COG Regular Members commit to providing any matching funds required for Federal MPO/TMA program participation approved by the Board via annual assessment.

SECTION 6. STANDING COMMITTEES:

BENTON-FRANKLIN TRANSPORTATION POLICY BOARD (BFTPB):

MEMBERSHIP: The composition of the BFTPB shall remain consistent with federal and state law as currently adopted or amended. If such state or federal laws change, the composition of the BFTPB will automatically be adjusted to comply with such changes without requiring this agreement to be amended or approved by the membership.

PURPOSE: To ensure that metropolitan and regional transportation planning is conducted in a coordinated process that minimizes unnecessary duplication of work and oversight, the MPO and RTPO Transportation Policy Boards have been combined into the BFTPB. In addition to governing the metropolitan and regional transportation planning processes, the BFTPB is also charged with allocating the combination of federal, state, and local funds to the numerous projects in the Transportation Improvement Program (TIP).

TECHNICAL ADVISORY COMMITTEE:

MEMBERSHIP: The Technical Advisory Committee (TAC) shall consist of professional and technical planners, engineers, similar disciplines, and other appropriate employees of COG

Regular Members that create the MPO/RTPO and other designated agencies as determined by the Board and in compliance with Federal and State guidance.

At the discretion of the BFTPB, the TAC may be convened in sub-committees to ensure appropriate expertise and guidance based on the nature of the MPO/RTPO's planning and programmatic activities.

PURPOSE: At the direction of the BFTPB, the TAC works in an advisory capacity on technical matters relating to transportation planning and programming. The guidance provided by the TAC is intended to help the Board understand complex engineering and planning concepts and to provide advisory recommendations on how Board decisions on projects and programs of a technical nature are likely to impact local and regional constituencies.

SECTION 8. MISCELLANEOUS: Unless otherwise stipulated in this Article, all other sections of these Bylaws apply to the execution of the Benton-Franklin Metropolitan Planning Organization.

BFCOG facilitates a cooperative approach to establishing consensus regarding area needs and the actions required to solve local and interlocal problems of the region by ensuring opportunities for understanding and participation for all populations residing within its service boundaries, in full compliance with all requirements of the ADA and Title VI of the Civil Rights Act of 1965.

## ARTICLE XI

## BENTON-FRANKLIN-WALLA WALLA

## REGIONAL TRANSPORTATION PLANNING ORGANIZATION

SECTION 1. ORGANIZATION: Under RCW 47.80.20 Regional Transportation Planning Organizations (RTPO) authorized, BFCOG has been designated as the lead planning agency for the Benton-Franklin-Walla Walla RTPO. By interlocal agreement, a Walla Walla Sub-RTPO was created, with Walla Walla Valley MPO serving as its lead agency and assuming all RTPO duties and responsibilities for Walla Walla County.

SECTION 2. PURPOSE: Per RCW 47.80.10, the legislature finds that while the transportation system in Washington is owned and operated by numerous public jurisdictions, it should function as one interconnected and coordinated system. Transportation planning, at all jurisdictional levels, should be coordinated with local comprehensive plans. Further, local jurisdictions and the state should cooperate to achieve statewide and local transportation goals. To facilitate this coordination and cooperation among state and local jurisdictions, the legislature declares it to be in the state's interest to establish a coordinated planning program for regional transportation systems and facilities throughout the state.

RCW 47.80.023 outlines the following RTPO duties:

1. Prepare and periodically update a transportation strategy for the region. The strategy shall serve as a guide in preparing the regional transportation plan.
2. Prepare a regional transportation plan outlined in RCW 47.80.030 consistent with countywide planning policies if such has been adopted under chapter 36.70A RCW, with county, city, and town comprehensive plans and state transportation plans.
3. Certify that the transportation elements of comprehensive plans adopted by counties, cities, and towns within the region reflect the guidelines and principles developed under

RCW 47.80.026, are consistent with the adopted regional transportation plan, and, where appropriate, conform with the requirements of RCW 36.70A.070.

4. Where appropriate, certify that countywide planning policies adopted under RCW 36.70A.210 and the adopted regional transportation plan are consistent.
5. Develop, in cooperation with the Department of Transportation, public transportation services operators, and local governments within the region. This six-year regional transportation improvement program proposes regionally significant transportation projects, programs, and transportation demand management measures.
6. Include specific opportunities and projects to advance special needs coordinated transportation, as defined in *RCW 47.06B.012, in the coordinated transit-human services transportation plan, after providing an opportunity for public comment.
7. Designate a lead planning agency to coordinate the preparation of the regional transportation plan and fulfill the other responsibilities of the organization. The lead planning agency may be a regional organization, a component county, city, or town agency, or the appropriate Washington state department of the transportation district office.
8. Review the level of service methodologies used by cities and counties planning under chapter 36.70A RCW to promote a consistent regional evaluation of transportation facilities and corridors.
9. Work with cities, counties, transit agencies, the department of transportation, and others to develop level-of-service standards or alternative transportation performance measures.

SECTION 3. MEMBERSHIP/VOTING RIGHTS:

1. To ensure consistency between the MPO/RTPO, these Bylaws designate that all Regular Members of the COG (Article V. Membership (1) Regular Membership) are corresponding members of the MPO/RPTO.
2. In accordance with RCW 47.80, as currently adopted or amended, these bylaws further designate that specific entities requiring voting rights will be granted Ex Officio Membership in the COG (Article V. Membership (2)(a) Voting Rights) and are granted the right to appoint one Delegate representative to vote on any RTPO matter coming to the Council for action. This includes:
    a. Washington State Department of Transportation South Central Region
3. Under RCW 47.80.040, as currently adopted or amended, any members of the Washington State House of Representatives or Senate whose district is wholly or partly within the boundaries of the COG planning area boundary are granted Ex Officio, non-voting membership in the COG and the Transportation Policy Board by the COG's designation as RTPO.

SECTION 4. BOARD OF DIRECTORS/OFFICERS: These bylaws designate the COG Board (Article VI. Board of Directors), and its Officers (Article VII. Officers) also serve simultaneously as the BENTON-FRANKLIN TRANSPORTATION POLICY BOARD. (Article X. Metropolitan Planning Organization, Section 6. Standing Committees, Benton-Franklin Transportation Policy Board)

SECTION 5. DUES ASSESSMENTS:

Regular Members commit to meet any matching funds required for State RTPO program participation approved by the Board via annual assessment.

SECTION 7. STANDING COMMITTEES

BENTON-FRANKLIN TRANSPORTATION POLICY BOARD (BFTPB): Acting as the Transportation Policy Board, the COG Board, plus the designated representatives from WSDOT and Walla Walla County, have the authority to conduct the RTPO functions outlined in RCW 47.80 and WAC 468-86, as currently adopted, or hereafter amended. The composition of the Transportation Policy Board shall remain consistent with federal and state law as presently adopted or amended. If such state or federal laws change, the composition of the Transportation Policy Board will be automatically adjusted to comply with such changes without requiring this agreement to be amended or approved by the membership.

SECTION 8. MISCELLANEOUS

Unless otherwise stipulated in this Article, all other sections of these Bylaws apply to the execution of the Benton-Franklin-Walla Walla Regional Transportation Planning Organization.

BFCOG facilitates a cooperative approach to establishing consensus regarding area needs and the actions required to solve local and interlocal problems of the region by ensuring opportunities for understanding and participation for all populations residing within its service boundaries, in full compliance with all ADA and Title VI requirements.

## ARTICLE XII

## BENTON-FRANKLIN ECONOMIC DEVELOPMENT DISTRICT

SECTION 1. ORGANIZATION: The COG is the designated Economic Development District of Benton and Franklin counties as specified by the United States Department of Commerce Economic Development Administration. The Benton-Franklin Economic Development District (BFEDD) is a distinct and separate entity operated by the COG, as promulgated by the Economic Development Administration of the US Department of Commerce under authority granted by the Public Works and Economic Development Act of 1965.

SECTION 2. PURPOSE: The BFEDD Economic Planning Program helps lead a locally based, regionally driven economic development planning process that leverages the involvement of the public, private, and non-profit sectors to establish a strategic blueprint (Comprehensive Economic Development Strategy - CEDS) for regional collaboration to guide economic prosperity and resiliency for the Benton-Franklin area. Additionally, the BFEDD may engage in other approved programs that align with the goals of the Public Works Economic Development Act of 1965 (PWEDA).

SECTION 3. MEMBERSHIP:

1. To ensure consistency, these bylaws designate that all Regular Members of the COG (Article V. Membership (1) Regular Membership) are corresponding members of the BFEDD.
2. Community organizations and public agencies ineligible for Regular Membership in the COG, whose interests and mission align with those of the BFEDD, may petition for Associate Membership. Associate Membership is granted upon application approval by the Board of Directors and payment of annual dues.

SECTION 4. BOARD OF DIRECTORS: These Bylaws designate the Board (Article VI. Board of Directors) and its Officers (Article VII. Officers) also serve simultaneously as the governing body of the Benton-Franklin Economic Development District.

1. As the BFEDD governing body, the Board is responsible for all actions and activities of an Economic Development District as specified by the Economic Development Administration of the United States Department of Commerce per CFR 2018 Title 13 Volume 1 Part 304 Economic Development Districts.
2. The Board acts on recommendations from the Economic Development District Advisory Committee, ensuring compliance with CFR 2018 Title 13 Volume 1 Part 304.2(c).

SECTION 4. VOTING RIGHTS: Representatives of Associate Members are not eligible to be officers or voting Board members of the COG but may be appointed voting members of committees and may also contract with the COG for technical assistance at the prevailing rate.

SECTION 5. DUES ASSESSMENTS:

1. Regular Members commit to meet any matching funds required for Federal or State EDD program participation approved by the Board via annual assessment.
2. Associate Members are authorized and shall be subject to annual dues in an amount to be determined annually by the Board.

SECTION 6. MEETINGS: At its sole discretion, the Board may conduct business for the BFEDD as part of any scheduled COG meeting or convene a separate meeting of the BFEDD. Following CFR 2018 Title 13 Volume 1 Section 304.2(4)(i), public meetings where the business of the BFEDD is conducted must be held at least twice per calendar year.

SECTION 7. STANDING COMMITTEES

ECONOMIC DEVELOPMENT DISTRICT ADVISORY COMMITTEE (EDDAC):

MEMBERSHIP: The Economic Development District Advisory Committee (EDDAC) is appointed by the COG Board and is comprised of community stakeholders broadly representative of the principal economic interests of the Benton-Franklin region.

PURPOSE:

1. The EDDAC will provide advisory recommendations and advice on how the EDD can help lead a locally-based, regionally-driven economic development planning process involving active participation from the private sector, public officials, non-profit organizations, educational institutions, and private citizens.
2. The EDDAC will also serve as the Comprehensive Economic Development Strategy (CEDS) Committee, ensuring the creation of a CEDS to guide economic prosperity and resilience in the region.
3. The EDDAC will advise the COG, as the EDD governing board, on decisions related to projects and programs under the EDD.

SECTION 8. ADDITIONAL COMMITTEES:

REGIONAL REVOLVING LOAN FUND COMMITTEE (RRLFC):

MEMBERSHIP: The RRLFC will comprise a maximum of twelve members appointed by the Board. The three participating communities (Richland, Kennewick, and Pasco) and the two

counties will each appoint one designated primary representative and one alternate. The Board will appoint six (6) members-at-large; three (3) of whom will be selected for their commercial lending experience/legal acumen and experience, and three of whom will have small business ownership/management experience.

PURPOSE: The RRLFC's purpose is to provide oversight and direction to the revolving loan fund program administered by the COG. The primary function shall be to make recommendations to the Board regarding the following:

1. After Review, Recommend Loan Applications for Approval
2. Decision to call due, delinquent loans.
3. Decision to liquidate assets held as fund collateral.
4. Procedural changes in day-to-day fund operations and paperwork.

SECTION 9. MISCELLANEOUS: Unless otherwise stipulated in this Article, all other sections of these Bylaws apply to the execution of the Benton-Franklin Economic Development District.

BFCOG facilitates a cooperative approach to establishing consensus regarding area needs and the actions required to solve local and interlocal problems of the region by ensuring opportunities for understanding and participation for all populations residing within its service boundaries, in full compliance with all requirements of the ADA and Title VI of the Civil Rights Act of 1965.

## ARTICLE XIII

## MISCELLANEOUS

SECTION 1. FISCAL YEAR: The fiscal year of the COG shall begin on January 1st and end on December 31st of each year.

SECTION 2. FISCAL PROCEDURES: The COG shall maintain fiscal records and accounts consistent with the procedures established by the Auditor of the State of Washington as they are presented in the Budgeting, Accounting, Reporting System (BARS) Manual and under the accounting rules prescribed for and applicable to, counties (RCW Chapter 36).

1. Non-salary expenditures of the COG shall be made by warrant, based upon a voucher summary bearing the signature of the Executive Director and at least two officers of the COG.
2. Salary and related expenditures shall be made by warrant, based upon a payroll voucher bearing the signature of the Executive Director.
3. The Board of Directors is authorized to select such banks or depositories as it shall deem proper for the funds of the COG. The Board shall determine who shall be authorized on the COG's behalf to sign checks, drafts, or other orders for the payment of money, acceptances, notes, or other evidence of indebtedness, to enter into contracts, or to execute and deliver other documents and instruments.

SECTION 3. CONTRACTS AND CONTRACTUAL SERVICES: The Board may authorize the COG to enter into any contract or reasonable agreement with a private or corporate individual, a private firm or association, the Federal government, the State of Washington, or any other governmental jurisdictions necessary to execute the designated organizational purposes described in these Bylaws. The Board, except as otherwise provided in these bylaws, may

authorize any officer or officers, agent or agents, in the name of and on behalf of the COG to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; but, unless so authorized by the Board, or expressly authorized by these bylaws, no officer, agent or employee shall have any power or authority to bind the COG by any contract or engagement or to pledge its credit or to render it financially liable in any amount for any purpose.

SECTION 4. LOANS: The Board may authorize loans to be contracted on behalf of the COG as determined necessary by resolution of the Board.

SECTION 5. CHECKS, DRAFTS, ETC: All checks, drafts, and other orders for the payment of money out of the funds of the COG, and all notes or other evidence of indebtedness of the COG, shall be signed on behalf of the COG in such manner as determined by resolution of the Board.

SECTION 6. DEPOSITS: All funds of the COG not otherwise employed shall be deposited to the credit of the COG in such banks, trust companies, or other depositories as the Board may select.

SECTION 7. SEVERABILITY: Should any of the covenants, terms, or provisions imposed in these Bylaws be or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect.

## ARTICLE XIV

## INDEMNIFICATION

The COG may indemnify any current or former member of the Board, any current or former member of the Executive Committee, any current or former uncompensated Officer, any other Board member, Officer, or former Board member or Officer, their heirs or assigns, for any judgments, settlement amounts, attorney's fees and litigation expenses incurred by them because of their having been made a party to litigation due to their current of former capacity as a member of the Executive Committee, member of the Board of Directors or current or former Board member or Officer of the COG. The provisions of ARTICLE VI, SECTION 8 also apply to this Article where those provisions are not repetitive or contradictory.

1. The COG may advance expenses where appropriate. Payment of indemnification must be reported at the Board's next regular Meeting.
2. The provisions of this section apply to any cause of action arising before the adoption of these Bylaws.
3. The indemnification rights set forth herein are not exclusive.
4. An Executive Committee member or Board of Director member is not entitled to indemnification if the COG itself brings the cause of action against an Executive Committee member or Board of Director member or if it is determined in judgment that the Executive Committee member or Board of Director member was derelict in the performance of their duties or had reason to believe their action was unlawful.
5. No Executive Committee member or Board of Director member, or any uncompensated Officer of the COG shall be personally liable to the COG for monetary damages for conduct as an Executive Committee member or Board of Director member, or uncompensated Officer provided that this Article shall not eliminate the liability of an Executive Committee member, Board of Director member, or uncompensated Officer for

any act or omission occurring before the date when this Article becomes effective and for any act of omission for which elimination of liability is not permitted under the laws of the State of Washington as well as all local and federal applicable laws.

## ARTICLE XV

## PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order, Newly Revised*, shall govern the COG in all cases in which they are applicable and in which they are inconsistent with these Bylaws and any special rules of order the COG may adopt.

## ARTICLE XVI

## AMENDMENT OF BYLAWS

These Bylaws may be amended, modified, or replaced in whole or part by an affirmative vote of two-thirds of Regular Members in Good Standing of the Board at any Regular or Special meeting. Written notice of any proposed amendment or modification shall be given to all voting Board members at least ten (10) days before the Meeting at which the proposed amendment or modification is voted upon.

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## ADOPTION

These Bylaws were adopted as a total revision to and replacement of all previously existing Bylaws and amendments by the Benton-Franklin Council of Governments Board of Directors at their Meeting on the 19th day of May 2023 by BFCOG Resolution 03-23.

Brad Peck, Board Chair

Skip Novakovich, Board Vice-Chair

**BENTON-FRANKLIN COUNCIL OF GOVERNMENTS**
Regional Planning Agency for Benton & Franklin Counties

Benton-Franklin Metropolitan Planning Organization • Regional Transportation Planning Organization
Benton-Franklin Economic Development District

## RESOLUTION 05-23

## A RESOLUTION OF THE BOARD OF THE BENTON-FRANKLIN COUNCIL OF GOVERNMENTS (BFCOG) ADOPTING STANDING COMMITTEE POLICIES

**WHEREAS**, the Benton-Franklin Council of Governments (BFCOG) operates under the Bylaws of the Benton-Franklin Council of Governments as amended May 19, 2023, which outline the powers of the Board of Directors to manage the business affairs of the COG; AND

**WHEREAS,** the Bylaws, Article IX Committees, Section 1. Standing Committees identify the following standing committees for BFOCG: Executive Committee and Nominating Committee; AND

**WHEREAS,** the BFCOG Board of Directors serves simultaneously as the governing body of the Benton-Franklin Metropolitan Planning Organization as the Transportation Policy Board, and the Benton-Franklin Economic Development District; AND

**WHEREAS,** the Bylaws, Article X Benton-Franklin Metropolitan Planning Organization, Section 6. Standing Committees identify the following standing committee: Technical Advisory Committee; AND

**WHEREAS,** the Bylaws, Article XII Benton-Franklin Economic Development District, Section 7. Standing Committees identify the following standing committee: Economic Development Advisory Committee; AND

**WHEREAS,** the aforementioned Bylaws, Article IX Committees, Section 1. Standing Committees states, "All standing committees will have a Board-adopted Committee Policy outlining *the committee's purpose, composition, quorum, leadership, authority, and functions."*

**WHEREAS,** the Executive Director, the Executive Committee, the Bylaws Committee, and the TAC have collaborated in drafting and reviewing these referenced policies; AND

**NOW THEREFORE BE IT RESOLVED** that the Board of the Benton-Franklin Council of Governments hereby adopts the attached Standing Committee Policies:

- BFCOG Executive Committee Policy & Delegation of Authority
- BFCOG Transportation Policy Board Committee Policy
- BFCOG MPO/RTPO Technical Advisory Committee Policy
- BFCOG Economic Development District Advisory Committee Policy

**ADOPTED** by the Benton-Franklin Council of Governments Board by affirmative vote at the regular scheduled Board meeting held on the 19th day of May 2023.

By: _____; and
BRAD PECK, Chair

By: _____.
NICHOLAS (SKIP) NOVAKOVICH, Vice Chair

**BENTON-FRANKLIN COUNCIL OF GOVERNMENTS**
Regional Planning Agency for Benton & Franklin Counties

Benton-Franklin Metropolitan Planning Organization • Regional Transportation Planning Organization
Benton-Franklin Economic Development District

Exhibits:

1. BFCOG Executive Committee Policy & Delegation of Authority
2. BFCOG Transportation Policy Board Committee Policy
3. BFCOG MPO/RTPO Technical Advisory Committee Policy
4. BFCOG Economic Development District Advisory Committee Policy

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

# BFCOG STANDING COMMITTEE POLICY & DELEGATION OF AUTHORITY FOR THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS

Policy Number: ##

Authority: Executive Director
Adopted: May 19, 2023, Resolution 05-23
Reviewed:
Updated:

## 1.0 POLICY

**BFCOG Bylaws, Article IX - Committees, Section 1 – Standing Committees** designates that the COG will have a standing Executive Committee, which will be elected at the Annual Meeting each year.

This committee *"shall meet and perform the duties incident to each committee and as directed or assigned by the Board but shall not have the power to act on behalf of the COG without explicit Board approval. All standing committees will have a Board-adopted Committee Policy outlining the committee's purpose, composition, quorum, leadership, authority, and functions."*

### 1.1 PURPOSE

The Executive Committee of the Board of Directors is referred to in this policy as the "Executive Committee." *The Executive Committee shall, during intervals between meetings of the Board, exercise those powers of the Board in the management of the business and affairs of the organization, as otherwise by law, these Bylaws, or by Board resolution.* *

### 1.2 COMPOSITION

A. The Executive Committee shall consist of five (5) members representing the following COG member sub-categories:
    a. COUNTY REPRESENTATIVE
    b. LARGE CITY REPRESENTATIVE (over 20,000 population)
    c. SMALL CITY REPRESENTATIVE (under 20,000 population)
    d. PORT DISTRICT REPRESENTATIVE
    e. TRANSIT AGENCY REPRESENTATIVE
B. The Executive Director is a non-voting participant in Executive Committee meetings; however, may be excluded from meetings at the Chair's determination.

### 1.3 QUORUM

The presence of a majority of the members of the Executive Committee then serving in office, including either the Chair or Vice-Chair, shall be necessary to constitute a quorum. The act of a majority of the members of the Executive Committee present at a meeting of the Executive Committee at which a quorum is present shall be the act of the Executive Committee. *

## 1.4 LEADERSHIP

The Board Chair shall serve as Chair of the Executive Committee. *

## 1.5 DELEGATED AUTHORITY

A. The Executive Committee shall, during intervals between meetings of the Board, exercise those powers of the Board in the management of the business and affairs of the organization, as provided by law, these Bylaws, or by Board resolution. *

B. The Executive Committee shall have the power to take all required and necessary action on behalf of the Board between regularly scheduled Board meetings on issues and concerns requiring immediate attention. *

C. All actions by the Executive Committee shall also be reported to the Board at its next meeting and shall be subject to revision, alteration, change, or ratification by the Board.*

D. The Executive Committee shall have the authority to act upon routine matters of an executive or administrative nature without ratification, providing that all agency-wide policy and legislative matters shall be approved or ratified by the Board.

E. The Executive committee is empowered to review and make recommendations to the Board in all COG matters.

## 1.6 LIMITATION OF AUTHORITY

A. Actions that do not allow for revision, alternation, or change shall only be undertaken only by Board action.*

B. No acts of the Executive Committee shall conflict with action taken by the Board. *

C. The Executive Committee shall not exercise authority or responsibilities concerning MPO/RTPO functions and powers, which shall be the responsibility of the Transportation Policy Board.

D. Unless otherwise provided for in this Policy, the functions, and operations of all BFCOG committees are defined in the BFCOG Bylaws.

* See **BFCOG Bylaws, Article IX - Committees, Section 4 – Executive Committee**

# 2.0 PROCEDURE

## 2.1 SELECTION

Each member sub-category representative to the Executive Committee will be selected by the members of that sub-category at their discretion by either election or consensus. Should any sub-category member not agree with the appointment method, they may request a dispute resolution process. If a resolution cannot be reached, the Board has the authority to select the Representative by a vote of the entire Board. In the event there is not a Delegate from the member sub-category able or willing to serve as the Executive Committee Representative, the sub-category members may request that the Board elect an At Large Representative to serve as their Representative.

## 2.2 ELECTION OF OFFICERS

The Board shall elect Officers from the Board members elected or appointed to the Executive Committee. The Chair shall call for and accept Officer nominations from the selected Executive Committee representatives. *

To be eligible for election as a Board Officer, a Board Member must be a Primary Delegate of a Regular Member in Good Standing. *

Elections will be held by ballot with one vote per Regular Board member. (**BFCOG Bylaws, Article VII - Officers, Section 3 – Election, Eligibility & Term of Office)**

## 2.3 MEETINGS

The Committee will meet monthly to transact the business of a routine nature on behalf of the organization. The Committee may meet at other times as deemed necessary by the Chair.

## 2.4 PARTICIPATION

Meetings of the Executive Committee are open to any member of the Board; however, voting will be limited to the Executive Committee members exclusively.

## 2.5 VOTING AND MEETING CONDUCT

Each member of the Executive Committee shall be entitled to one (1) vote on any matter that comes before the Committee. A vote of the majority of the quorum present at any meeting of the Committee is required to decide any question.

## 2.6 MINUTES

The Board Chair will ensure that minutes of Executive Committee meetings are kept and presented to the Board at their next regularly scheduled meeting.

## 2.7 ANTICIPATED ACTIONS

The internal administration items below are anticipated to be procedurally handled by the Executive Committee on behalf of the Board:

### A. ADMINISTRATION AND OPERATIONS

1. All matters relating to fiscal policy, organization, re-organization, or public policy, as distinguished from matters of internal administration, shall be processed through the Executive Committee for their review and recommendation to the Board.
2. Review all proposed programs or projects submitted to the COG for comment and recommendations.
3. Approve all programmatic reporting and actions of a routine nature, including Transportation Improvement Program amendments.

## B. EMPLOYEE ADMINISTRATION

1. Direct oversight and evaluation of the performance and duties of the Executive Director.
2. Direct staff activities as appropriate through the Executive Director.
3. Approve the annual staffing plan.
4. Approve staffing changes not expressly delegated to the Executive Director, including addition or reduction of staff positions, compensation ranges, and employee benefits within the currently adopted annual budget.

## C. CONTRACTS AND AGREEMENTS

1. Accept and authorize contracts and contract revisions in line with the annual budget and the COG's work program, including allocating revenue made available through new or revised contracts.
2. Approve submission of grant funding applications by staff.

## D. POLICIES AND PROCEDURES

1. Authorization to approve policies and procedures of an administrative and operational nature.
2. Review governance policies for recommendation to the Board for adoption by resolution.

## E. FISCAL AUTHORITY

1. Review the proposed annual budget, direct the Executive Director on necessary adjustments, and make the final recommendation to the Board.
2. Approve routine revisions to any budget category within the adopted budget so long as the individual expenditure and revenue revisions are in keeping with the overall work program of the COG.
3. Review and approve COG financial reports.
4. Approve vouchers and warrant registers.
5. Provide the Board with recommended member dues and assessments for the following year by considering all relevant circumstances, including a review of the proposed draft budget for the next fiscal year, the amount of reserves on hand, the COG's Work Plan for the current and projected next fiscal year, and the anticipated receipts from all funding sources including grants.
6. Assure compliance with all receipt and allocation of funds according to Washington State law, Federal law, and requirements of all funding agencies.

# BFCOG STANDING COMMITTEE POLICY
# METROPOLITAN PLANNING ORGANIZATION (MPO) &
# REGIONAL TRANSPORTATION PLANNING ORGANIZATION (RTPO)
# BENTON-FRANKLIN TRANSPORTATION POLICY BOARD (BFTPB)

Policy Number: ##

Authority: Executive Director
Adopted: May 19, 2023, Resolution 05-23
Reviewed:
Updated:

## 1.0 POLICY

**BFCOG Bylaws, Article IX - Committees, Section 1 – Standing Committees** designates that this committee *"shall meet and perform the duties incident to each committee and as directed or assigned by the Board but shall not have the power to act on behalf of the COG without explicit Board approval. All standing committees will have a Board-adopted Committee Policy outlining the committee's purpose, composition, quorum, leadership, authority, and functions."*

** **BFCOG Bylaws, Article X. Metropolitan Planning Organization, Section 6. Standing Committees, Benton-Franklin Transportation Policy Board**

### 1.1 PURPOSE

A. The Benton-Franklin Transportation Policy Board (BFTPB) is referred to in this policy as the "BFTPB." *To ensure that metropolitan and regional transportation planning is conducted in a coordinated process that minimizes unnecessary duplication of work and oversight, the MPO and RTPO Transportation Policy Boards have been combined into the BFTPB. In addition to governing the metropolitan and regional transportation planning processes, the BFTPB is also charged with allocating the combination of federal, state, and local funds to the numerous projects in the Transportation Improvement Program (TIP).***

### 1.2 COMPOSITION

A. Per **BFCOG Bylaws, Article X. Metropolitan Planning Organization, Section 6. Standing Committees, Benton-Franklin Transportation Policy Board (BFTPB)**; the BFCOG Board serves simultaneously as the Benton-Franklin Transportation Policy Board.

B. The composition of the BFTPB shall remain consistent with federal and state law as currently adopted or amended. If such state or federal laws change, the composition of the BFTPB will automatically be adjusted to comply with such changes without requiring this agreement to be amended or approved by the membership.

### 1.3 LIMITATION OF AUTHORITY

A. Unless otherwise provided for in this Policy, the authority of the BFTPB is limited to governance matters of the MPO/RTPO.

### 1.4 FUNCTIONS

A. Unless otherwise provided for in this Policy, the functions and operations of all BFCOG committees are defined in the BFCOG Bylaws.

## 2.0 PROCEDURE

### 2.1 MEETINGS

A. The BFTPB will conduct business as part of scheduled COG Meetings.

B. If necessary, the Board may convene a meeting specifically to conduct business as the BFTPB.

### 2.3 PARTICIPATION

Meetings of the BFTPB are open to the public. Public participation will be up to the discretion of the Chair.

### 2.5 MINUTES

The committee shall keep minutes of proceedings and report to the Board as requested by the Board Chair or by any Board member.

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

# BFCOG STANDING COMMITTEE POLICY
# METROPOLITAN PLANNING ORGANIZATION (MPO) &
# REGIONAL TRANSPORTATION PLANNING ORGANIZATION (RTPO)
# TECHNICAL ADVISORY COMMITTEE (TAC)

Policy Number: ##

Authority: Executive Director
Adopted: May 19, 2023, Resolution 05-23
Reviewed:
Updated:

## 1.0 POLICY

**BFCOG Bylaws, Article IX - Committees, Section 1 – Standing Committees** designates that this committee *"shall meet and perform the duties incident to each committee and as directed or assigned by the Board but shall not have the power to act on behalf of the COG without explicit Board approval. All standing committees will have a Board-adopted Committee Policy outlining the committee's purpose, composition, quorum, leadership, authority, and functions."*

** **BFCOG Bylaws, Article X. Metropolitan Planning Organization, Section 6. Standing Committees, Benton-Franklin Technical Advisory Committee**

### 1.1 PURPOSE

A. The MPO/RTPO Technical Advisory Committee (TAC) is referred to in this policy as the "TAC." *At the direction of the Benton-Franklin Transportation Policy Board (BFTPB)*, the TAC works in an advisory capacity on technical transportation planning matters. The advice provided by the TAC is intended to help the Board understand complex engineering and planning concepts and to advise how potential Board decisions on projects and programs of a technical nature are likely to impact local and regional constituencies.***

B. *The TAC may be convened in sub-committees to ensure appropriate expertise and guidance based on the nature of the MPO/RTPO's planning and programmatic activities*.**

*Per **BFCOG Bylaws, Article X. Metropolitan Planning Organization, Section 6. Standing Committees, Benton-Franklin Transportation Policy Board (BFTPB)**; the BFCOG Board serves simultaneously as the Benton-Franklin Transportation Policy Board.

### 1.2 COMPOSITION

A. *The Technical Advisory Committee (TAC) shall consist of professional and technical planners, engineers, or similar disciplines, and other appropriate employees of COG Regular Members that create the MPO/RTPO and other designated agencies as determined by the BFTPB and in compliance with Federal and State guidance*.**

B. The TAC shall be composed of appointed representatives from COG Regular Members that comprise the MPO/RTPO and non-voting advisors from designated public agencies, local governments, or major employers.

C. The COG Regular Members that comprise the MPO/RTPO may each appoint two (2) representatives to the TAC; one (1) with responsibility for comprehensive planning and one (1) with responsibility for the operation, control, development, or improvement of the transportation or transit system.

D. Appointed representatives to the TAC must be technically qualified and employed by that agency, department, or division for planning, engineering, and/or administration purposes. If a COG Regular Member is not of a size that has separate staff functions for planning and public works, they may request to either have a single individual serve in both capacities or request to be represented by a contracted agency (e.g., engineering firm).

E. In compliance with RCW 47.80 and 23 CFR 450.310(d)(3), the Washington State Department of Transportation South Central Region may appoint two (2) people to the TAC; one (1) with responsibility for comprehensive planning and one (1) with responsibility for the operation, control, development or improvement of the transportation or transit system.

F. Each COG Regular Member shall designate and provide notice to the COG by December 15th of each year of the names and titles of their TAC representative(s).

G. At the discretion of the BFTPB, Non-voting staff advisors representing transportation and regional planning interests, public agencies, local governments, or major employers who are not COG Regular Members may be invited to appoint a TAC representative(s). These may include but are not limited to:

    a. School District Transportation Departments

    b. Department of Energy, Hanford Operations

    c. Local Airport/Rail Infrastructure Interests

    d. Other Major Employers

    e. Walla-Walla MPO

H. Alternate representatives may be designated to act on behalf of the represented agency members when necessary.

I. TAC representatives serve at the pleasure of their respective governing bodies or agencies.

J. A list of the membership of the TAC shall be maintained and updated by the MPO.

K. The MPO Deputy Director and COG Executive Director are non-voting members of the TAC.

## 1.3 QUORUM

The presence of one appointed representative from a majority of the COG Regular Member jurisdictions at a TAC or TAC sub-committee meeting will constitute a quorum.

## 1.4 LEADERSHIP

The TAC membership shall elect a TAC Chair and two Vice-Chairs.

## 1.5 FUNCTIONS

BFCOG facilitates a cooperative approach to establishing consensus regarding area needs and the actions required to solve local and interlocal problems of the region by ensuring opportunities for understanding and participation for all populations residing within its service boundaries, in full compliance with all requirements of the ADA and the Title VI of the Civil Rights Act of 1965.

The functions of the TAC shall include, but are not limited to, the following:

A. Educate and brief their BFTPB member counterpart
B. Provide a continuing forum for collaboration with local, state, and federal agencies involved in the transportation planning process.
C. Provide a forum for sharing transportation information that can be used and coordinated with other planning efforts.
D. Provide a forum for developing, discussing, and exchanging best practices utilized in transportation planning, including new techniques, technology, or methods.
E. Promote communication and coordination among members to identify and resolve common transportation-related problems and concerns.
F. Review and provide advice concerning transportation studies, reports, plans, amendments, or programs.
G. Make priority recommendations to the MPO/RTPO based on the agreed-upon transportation needs of the area.

## 1.6 LIMITATION OF AUTHORITY

Unless otherwise provided for in this Policy, all BFCOG committees' functions and operations are defined in the BFCOG Bylaws.

# 2.0 PROCEDURE

## 2.1 ELECTION OF OFFICERS

A. A Chair and two Vice-Chairs, one for each sub-committee of the TAC, shall be elected at the first regularly scheduled meeting of the calendar year and shall serve for that calendar year or until the next election is held.
B. Any Regular Member may nominate or be nominated as Chair or a Vice-Chair. All elections shall be by the majority vote of the Regular Members present.
C. The Chair shall preside over all full TAC meetings and shall be responsible for the conduct at meetings. In the absence of the Chair, the Vice-Chair shall have and exercise the duties and powers of the Chair.
D. Any vacancy in office created by resignation or replacement of the Chair or Vice-Chair by the appointing agency shall be filled by a majority vote of members present at the next

regularly scheduled meeting. The new officeholder will serve the remainder of the unexpired term of the vacant office.

## 2.2 MEETINGS

A. The TAC, as a whole or by sub-committee, will meet monthly, unless due to a lack of agenda items, but not less than quarterly. The MPO staff will determine the meeting date, time, and frequency based on planning and program advisory needs. Unless otherwise required by law to conduct meetings in person, the MPO staff and TAC Chair, in coordination, may conduct TAC meetings in person, entirely virtual, or as a hybrid within-person and virtual participation.

B. Sub-committees of the TAC will be convened by COG staff to support the planning processes of the MPO/RTPO, including:

   i. Transportation Technical Advisory Sub-committee (TTASC)

   ii. Planning Technical Advisory Sub-Committee (PTASC)

B. All MPO/RTPO items of business must be vetted through the TAC before being presented to the BFTPB for consideration.

## 2.3 PARTICIPATION

All TAC meetings shall be held in facilities available to the public meeting all required provisions of Title VI of the Civil Rights Act of 1964 (Title VI) and the Americans with Disabilities Act (ADA) and will encourage public comments so long as such comments comply with the furtherance of the TAC Committee mission and purpose. TAC meeting agendas will include an item for public comment. If a member of the public wishes to comment, they will need to be recognized by the Chair. They will be asked to state their name for the record, limit their remarks to three minutes unless granted additional time by the Chair, and deliver their comments courteously and efficiently directed to the Chair.

## 2.4 VOTING AND MEETING CONDUCT

A. The TAC will work by consensus when providing advice to the BFTPB. If an agreement cannot be reached, the TAC Chair may call for a vote of the Committee.

   i. When the TAC is convened as a whole, each COG Regular Member shall be entitled to one (1) vote on any matter before the Committee, even if that Regular Member has two appointed TAC representatives.

   ii. When a TAC sub-committee is convened, the appropriate COG Regular Member TAC representative (Planning or Transportation) shall be entitled to one (1) vote on any matter before the Sub-committee.

   iii. A vote of a simple majority of the quorum present at any meeting of the TAC is required to decide any question.

   iv. Votes shall be voice votes except that an individual member can have their vote recorded in the minutes if desired.

## 2.5 MINUTES

The committee shall keep minutes of proceedings and report to the Board as requested by the Board Chair or any Board member.

## 2.6 STAFF DUTIES

A. MPO staff will ensure that minutes of TAC meetings are kept and presented at the next regularly scheduled TAC meeting.

B. MPO staff and TAC Chair in coordination shall determine the agenda and order of business in coordination with the Chair. MPO staff duties include preparing and distributing meeting agendas, minutes, and public notices.

C. Agendas for meetings and minutes of the previous meeting should be transmitted to TAC members at least seven (7) days in advance of the meeting.

D. MPO staff will prepare and present reports for the BFTPB of TAC committee activities.

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

# BFCOG STANDING COMMITTEE POLICY

# ECONOMIC DEVELOPMENT DISTRICT (EDD)

# ADVISORY & COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY COMMITTEE (EDDAC)

Policy Number: ##

Authority: Executive Director
Adopted: May 19, 2023
Reviewed: XXXX
Updated: XXXX

## 1.0 POLICY

**BFCOG Bylaws, Article IX - Committees, Section 1 – Standing Committees** designates that this committee *"shall meet and perform the duties incident to each committee and as directed or assigned by the Board but shall not have the power to act on behalf of the COG without explicit Board approval. All standing committees will have a Board-adopted Committee Policy outlining the committee's purpose, composition, quorum, leadership, authority, and functions."*

***BFCOG Bylaws, Article XII - Benton-Franklin Economic Development District, Section 7 Standing Committees, Economic Development District Advisory Committee.**

### 1.1 PURPOSE

A. The EDD Advisory Committee is referred to in this policy as the "EDDAC." *The EDDAC will provide advisory recommendations and advice on how the EDD can help lead a locally-based, regionally-driven economic development planning process involving active participation from the private sector, public officials, non-profit organizations, educational institutions, and private citizens.**

B. *The EDDAC will also serve as the Comprehensive Economic Development Strategy Committee, ensuring the creation of a CEDS to guide economic prosperity and resilience in the region. **

C. *The EDDAC will advise the COG, as the EDD governing board, on decisions related to projects and programs under the EDD. **

### 1.2 COMPOSITION

A. *The Economic Development District Advisory Committee (EDDAC) is appointed by the COG Board and is comprised of community stakeholders broadly representative of the principal economic interests of the Benton-Franklin region. **

B. The COG may utilize appointment and/or open application processes to designate representatives from economic interest areas in the region, which may include:

- Advanced Manufacturing
- Agriculture
- Arts & Culture

- Clean Energy
- Commercial Lending
- Construction
- Food Processing
- Freight/Distribution
- Healthcare
- Higher Education
- Hospitality/Entertainment
- K-12 Education
- Labor
- Minority-Owned Business
- Outdoor Recreation
- Real Estate
- Small Business
- Social Services (Non-Profit)
- Utilities
- Workforce Development

C. The COG may choose to appoint a regional committee outside of the COG to meet the responsibilities of the EDDAC in lieu of creating a duplicative committee.

## 1.3 QUORUM

A minimum of eight (8) members of the appointed EDDAC representatives present will constitute a quorum.

## 1.4 LEADERSHIP

A. The EDDAC membership shall elect a Chair and Vice-Chair.

B. If the EDDAC responsibilities are delegated to another regional committee, the Chair of that committee will be ratified by the COG board as the EDDAC Chair.

## 1.5 FUNCTIONS

A. BFCOG facilitates a cooperative approach to establishing consensus regarding area needs and the actions required to solve local and interlocal problems of the region by ensuring opportunities for understanding and participation for all populations residing within its service boundaries, in full compliance with all requirements of the ADA and the Title VI of the Civil Rights Act of 1965.

B. Unless otherwise provided for in this Policy, the functions, and operations of all BFCOG committees are defined in the BFCOG Bylaws and apply to the execution of the Benton-Franklin Economic Development District.

## 2.0 PROCEDURE

### 2.1 ELECTION OF OFFICERS

A. A Chair and Vice-Chair of the EDDAC shall be elected at the first regularly scheduled meeting of the calendar year and shall serve for that calendar year or until the next election is held.
B. Any regular member may nominate or be nominated as Chair or Vice-Chair. All elections shall be by the majority vote of the regular members present.
C. The Chair shall preside over all meetings and shall be responsible for the conduct at all meetings. In the absence of the Chair, the Vice-Chair shall have and exercise the duties and powers of the Chair.
D. Any vacancy in office created by resignation or replacement of the Chair/Vice-Chair by the appointing agency shall be filled by a majority vote of members present at the next regularly scheduled meeting. The new officeholder will fill the remainder of the unexpired term of the vacant office.

### 2.2 MEETINGS

A. The EDDAC will be convened at least quarterly to discuss and/or brief members on EDD planning activities. The COG staff will determine the date, time, and frequency of meetings based on planning and program advisory needs.
B. Working groups will be convened by staff to support the planning processes of the CEDS.
C. A COG staff member will be assigned as the liaison to the EDDAC and will facilitate meetings in cooperation with the EDDAC Chair.

### 2.3 RESPONSIBILITIES

The EDDAC will provide the following service in support of the EDD:

A. Actively provide information and feedback supporting the creation of the CEDS and its annual updates.
B. Make recommendations to the COG Board, including:
    i. Adoption of the CEDS and its updates;
    ii. Application for funding opportunities in support of CEDS priorities; and
    iii. Creation of new economic development programs

### 2.4 PARTICIPATION

Meetings of the EDDAC are open to the public. Public participation will be up to the discretion of the Chair. COG Board members are welcome to attend any EDDAC meetings; however, Board members do not serve on the EDDAC.

## 2.5 VOTING AND MEETING CONDUCT

A. The EDDAC will work by consensus when making recommendations for the COG Board. If an agreement cannot be reached, the EDDAC Chair may call for a vote of the Committee.
    i. Each Committee member shall be entitled to one (1) vote on any matter before the Committee.
    ii. A vote of a simple majority of the quorum present at any meeting of the Committee is required to decide any question.
    iii. Votes shall be voice votes except that an individual member can have their vote recorded in the minutes if desired.

## 2.6 MINUTES

The committee shall keep minutes of proceedings and report to the Board as requested by the Board Chair or by any Board member.

## 2.7 STAFF DUTIES

A. COG staff will ensure that minutes of EDDAC meetings are kept and presented at the next regularly scheduled EDDAC meeting.
B. COG staff shall determine the agenda and order of business in coordination with the Chair. COG staff duties include preparing and distributing meeting agendas, minutes, and public notices.
C. Agendas for meetings and minutes of the previous meeting should be transmitted to EDDAC members at least seven (7) days in advance of the meeting.
D. COG staff will prepare and present reports for the COG Board of EDDAC committee activities.

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Verizon Wireless Radiofrequency (RF) Safety Plan Relating to the Old KGH Property |
| **Presenter:** | |
| **Prepared By:** | Cami McKenzie |
| **Reviewed By:** | Matt Rasmussen; Jeff Jones |

**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 purchased the Old KGH Property formalized by Statutory Deed dated October 31, 2022. The previous owners, Kennewick General Hospital entered into a Lease Agreement and First Amendment with Verizon Wireless to lease a portion of the building and rooftop for installation and maintenance of wires, cables, conduits, and pipes for cellular tower. Per Resolution 2023-371, the Board approved the Real Estate Change of Ownership Form with Verizon Wireless.

Benton County was notified by Verizon Wireless that a routine compliance evaluation on the above-noted site was performed, and Verizon Wireless was required to implement an RF Safety Plan.

The Deputy County Administrator and Facilities Manager have reviewed the RF Safety Plan and agree with its terms and recommends the Board sign the attached RF Safety Plan.

## Fiscal Impact

None.

## Recommendation

Recommend the Board approve the Radiofrequency (RF) Safety Plan with Verizon Wireless and authorizes the Chairman to sign said form.

## Suggested Motion

Approve as part of consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF APPROVING THE VERIZON WIRELESS RADIOFREQUENCY (RF) SAFETY PLAN RELATING TO THE OLD KENNEWICK GENERAL HOSPITAL AND FORMER AUBURN CAMPUS PROPERTY LOCATED AT 900 SOUTH AUBURN STREET, KENNEWICK**

**WHEREAS**, Benton County purchased from RCCH Trios Health, LLC the property commonly known as the Old Kennewick General Hospital and Former Auburn Campus Property located at 900 South Auburn Street, Kennewick, Benton County, WA by Statutory Warranty Deed dated October 31, 2022, recorded with the Benton County Auditor on November 1, 2022 as AF 2022-034599; and

**WHEREAS**, per Resolution 2023-371, the Board approved the Real Estate Change of Ownership Form with Verizon Wireless HQ Network to notify Verizon Wireless of the change in ownership resulting in Benton County being the new Landlord under the existing Lease Agreement for Verizon Wireless to lease approximately 260 square feet on the roof of the property with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day for the purpose of installation and maintenance of wires, cables, conduits, and pipes for cellular tower; and

**WHEREAS**, Benton County was notified by Verizon Wireless that a routine compliance evaluation on the above-noted site was performed, and Verizon Wireless was required to implement a Radiofrequency Safety Plan; and

**WHEREAS**, the Deputy County Administrator and Facilities Manager have reviewed the RF Safety Plan and agree with its terms and recommends the Board sign the attached RF Safety Plan; **NOW, THEREFORE,**

**BE IT RESOLVED,** Board of Benton County Commissioners approves the attached Radiofrequency (RF) Safety Plan with Verizon Wireless and authorizes the Chairman to sign said form.

**Dated this . . . . . day of August 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: Facilities Manager; Verizon; Admin C. McKenzie

To: Benton County
Transmitted via email to Insert Email

RE: Verizon Wireless SPO LION Site Located at: 900 S Auburn, Kennewick, WA 99336

Dear Benton County,

We write to inform you that Verizon Wireless has performed a routine compliance evaluation on the above-noted site.

Based on the results of the evaluation, Verizon Wireless is required to implement all the following:

1. Verizon to add signage as shown below in the Compliance Mitigation Diagram
2. Verizon to extend RF Barriers (markers) as shown below in the Compliance Mitigation Diagram
3. Landlord to schedule with Verizon if access is needed behind barriers (markers)

Details of the mitigation requirements are included on the "**Compliance Mitigation Diagram**".

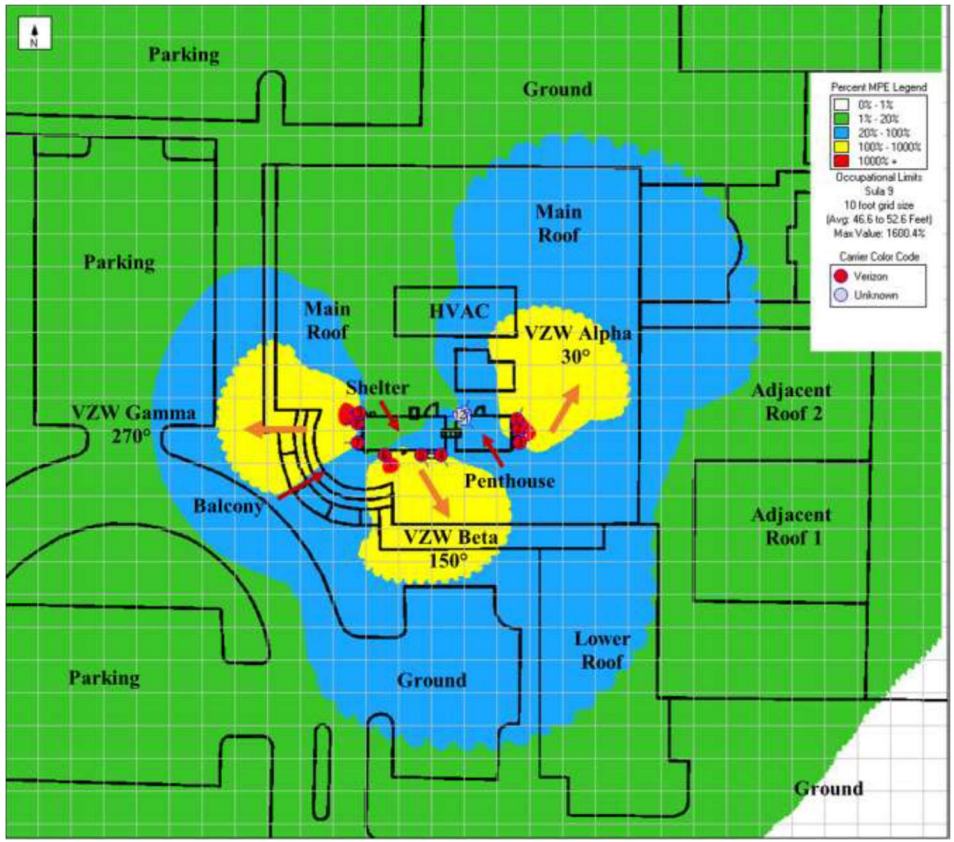
To ensure general public safety, it is important that you contact Verizon Wireless personnel **at least 24 hours in advance** should general maintenance need to be performed in areas of potential concern as marked on the next page of this document (see "**Verizon Wireless Radiofrequency Emissions Map**"). This is required to comply with FCC guidelines and ensure the environment is safe for general maintenance workers who may require RF Safety & Awareness Training. With notification, Verizon Wireless is able to evaluate appropriate actions needed relating to the antennas and proximity of the work location.

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf. The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radiofrequency (RF) emissions from cell towers on its website at: https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety.

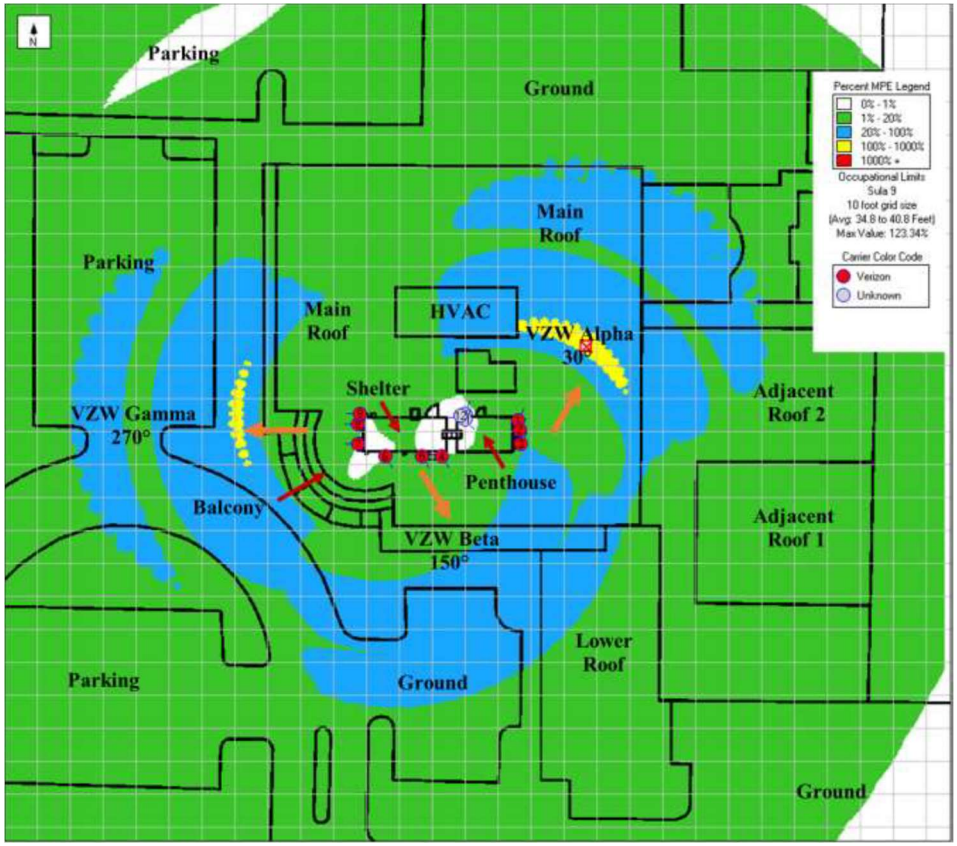
**Verizon Wireless (VZW) Radiofrequency (RF) Emissions Map**

The following site layout represents a current snapshot in time of the predicted Verizon Wireless RF emissions from transmitting antennas on this facility. Contact Verizon Wireless should maintenance need to be performed in any non-green areas.

**Reference Plane: Penthouse**

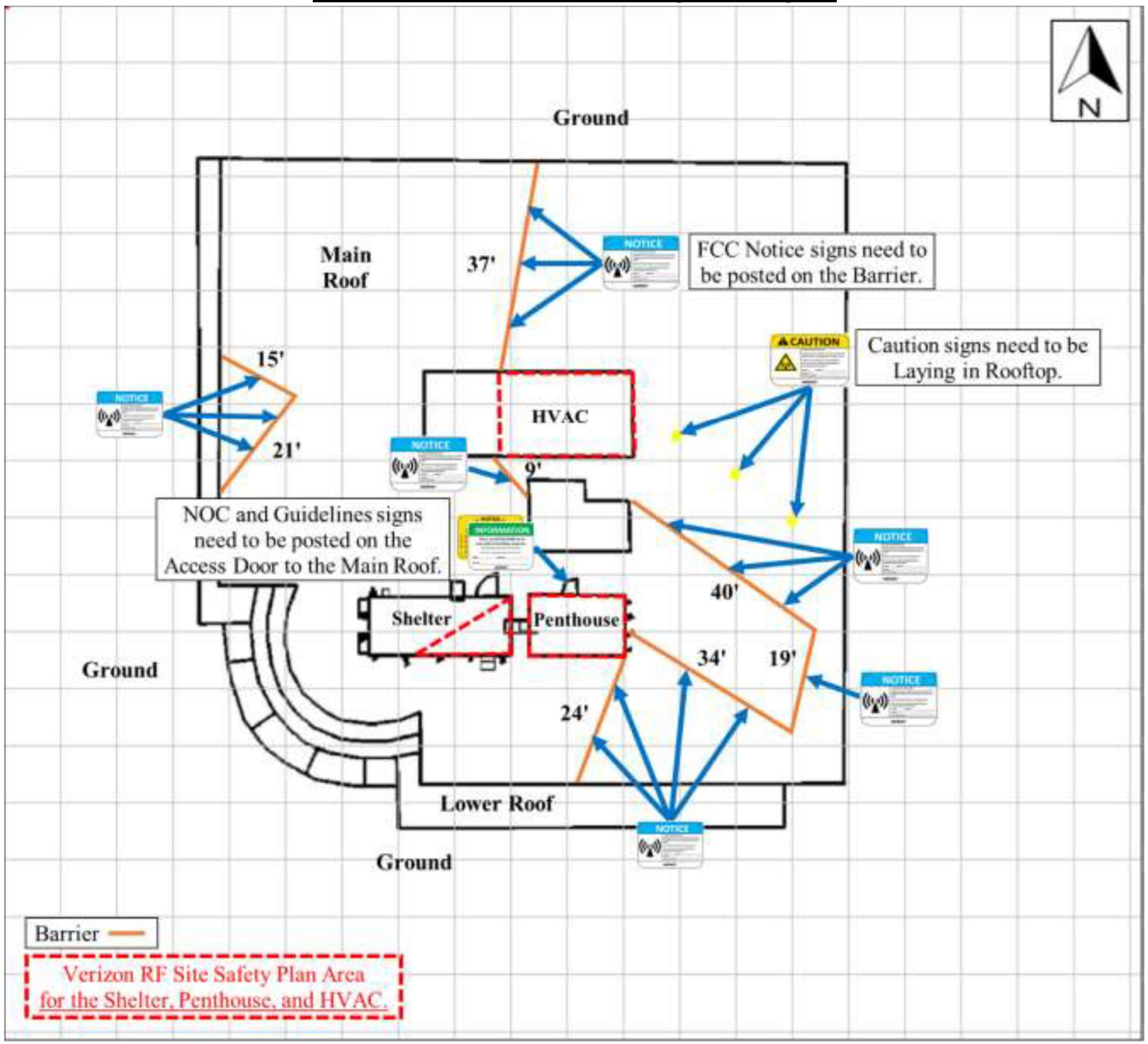



**Reference Plane: Main Roof**




| Color | % Occupational MPE | Instructions |
|---|---|---|
| | 0 to 20 | Safe In Relation to VZW. Contact Other Carriers Before Entering This Area |
| | 20 to 100 | Contact VZW Before Accessing This Area |
| | Greater Than 100 | |
| | Greater Than 1000 | |

# Verizon Wireless Compliance Mitigation Diagram



The attached RF brochure (attach brochure) also contains information on RF exposure guidelines, RF safety, and property owner responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@VerizonWireless.com. If you have any additional questions or concerns, please contact your local Verizon Wireless resource below:

| Contact Name | Contact Email | Contact Phone |
|---|---|---|
| **Joe Palluconi** | **joe.palluconi@verizonwireless.com** | **541-207-2076** |

In the event that emergency maintenance must be performed on the facility and the above-noted contact is not available, please call the Verizon Wireless Network Monitoring Center at **800-264-6620** for assistance.

Sincerely,
David Deen
Manager-RF System Design, Verizon Wireless

To: Benton County
Transmitted via email to Commissioners@co.benton.wa.us

RE: Verizon SPO LION Macro Site Located at: 900 S Auburn, Kennewick, WA 99336

**Dear** Benton County**,**

We write to inform you that Verizon has performed a routine Radiofrequency (RF) compliance evaluation at the above-noted site.

Based on the results of the evaluation, Verizon is required to implement an RF Safety Plan. This is necessary in order to comply with FCC guidelines and ensure the environment is safe for workers who perform general maintenance at that site.

In order to implement an RF Safety Plan, Verizon asks that you agree to do the following:

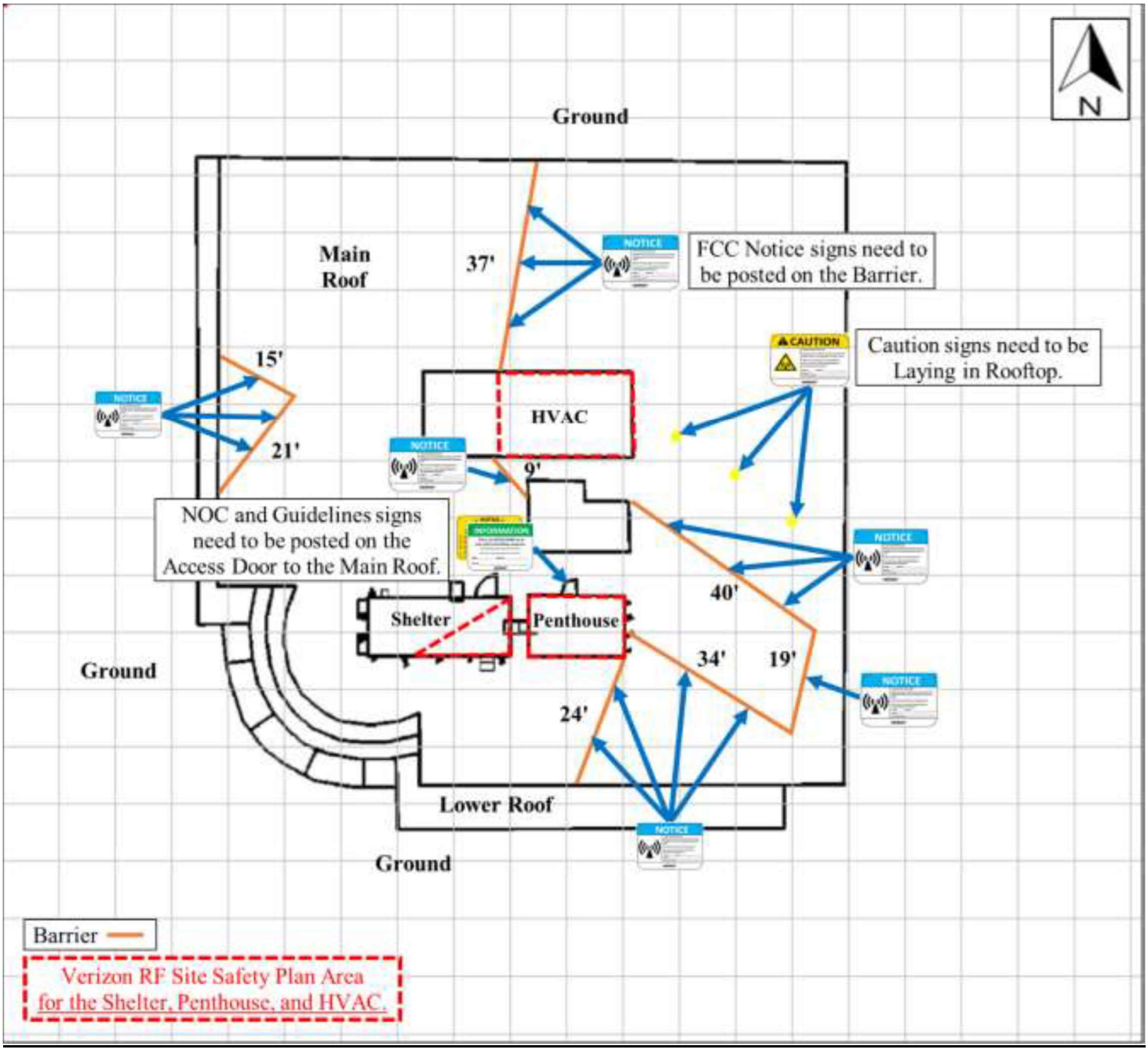
1. Review the site-specific information contained within the following sections of this document:
    a. *Access Point(s) to Area(s) with Active Antenna(s)*
    b. *Location(s) of Active Antenna(s)*
    c. *Radiofrequency (RF) Emissions Map*
2. Follow the procedure contained within this document (see "*Operational Procedure: General Maintenance*")
3. Verizon to add signage as shown below in the Compliance Mitigation Diagram
4. Verizon to extend RF Barriers (markers) as shown below in the Compliance Mitigation Diagram
5. Landlord to schedule with Verizon if access is needed behind barriers (markers)

The FCC has established safety rules relating to potential RF exposure from cell sites. The rules are codified at 47 C.F.R § 1.1310. The FCC provides guidance on how to ensure compliance with its rules in the FCC Office of Engineering and Technology Bulletin 65 (available at https://transition.fcc.gov/Bureaus/Engineering_Technology/Documents/bulletins/oet65/oet65.pdf). The FCC developed the RF standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. The FCC provides information about the safety of radio frequency (RF) emissions from cell towers on its website at: https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety.

Please refer to the FCC Office of Engineering and Technology Bulletin 65 and the attached Verizon Wireless RF Brochure (attach Brochure) for information on RF exposure guidelines, RF safety, and landlord responsibilities. Questions related to compliance with federal regulations should be directed to VZWRFCompliance@VerizonWireless.com.

**Access Point(s) to Area(s) with Active Antenna(s)**

- There is one access point to areas with active Verizon antennas.
- This access point must be locked or alarmed whenever possible in order to ensure that access is restricted to unauthorized individuals.
- It is also important that Verizon be contacted PRIOR to utilizing any identified access points.
- Unless prohibited by a property owner, Verizon will have a green “Information” sign on every access point.
    - This sign contains a site identification number and contact number to the 24-hour Verizon Network Operations Center (NOC).



**Location(s) of Active Antenna(s)**

Active Verizon antennas are located at the following locations (all that apply will be checked):

☒ On the top of this structure

☐ On the side(s) of this structure

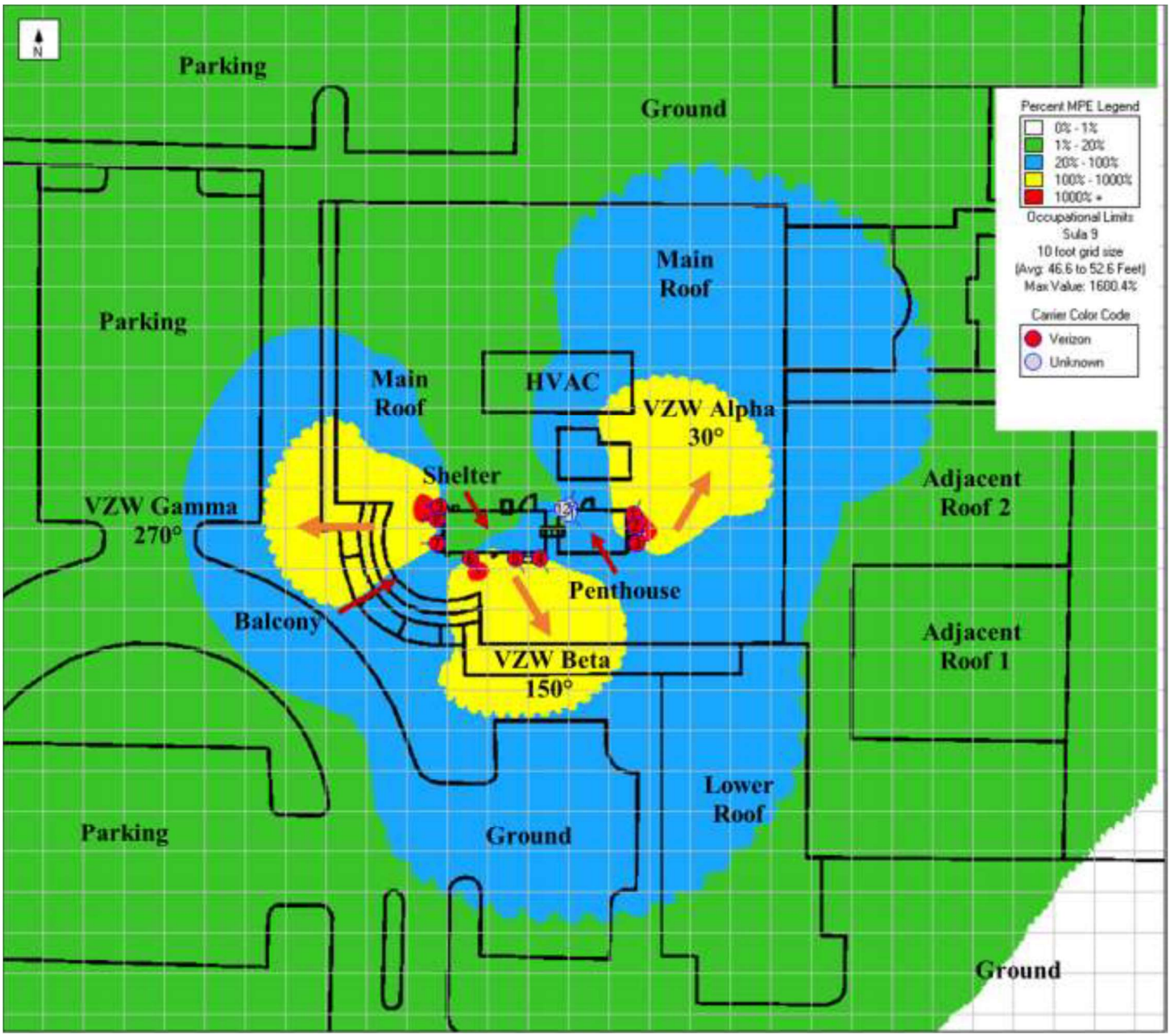
☐ Within stealth enclosure(s) on this structure

**Radiofrequency (RF) Emissions Map**

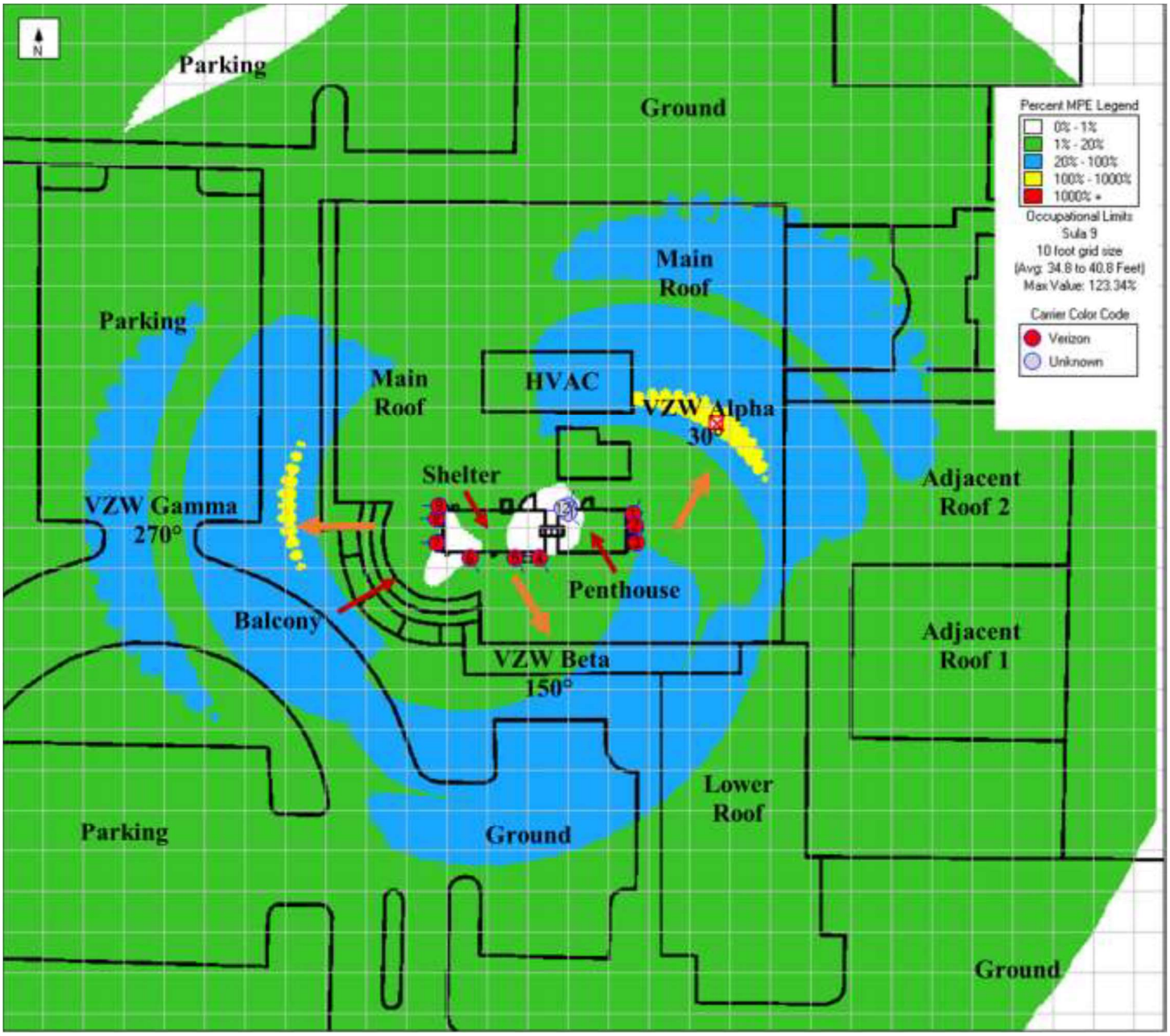
The following site layout represents a current snapshot in time of the predicted RF emissions from active Verizon antennas at this facility.

Contact Verizon should maintenance need to be performed in any **blue, yellow, or red** areas.

**Reference Plane: Penthouse**



## Reference Plane: Main Roof




| Color | % Occupational MPE | Instructions |
|---|---|---|
| | 0 to 20 | Safe in Relation to VzW. Contact Other Carriers Before Entering this Area |
| | 20 to 100 | Contact VzW Before Accessing This Area |
| | Greater Than 100 | |
| | Greater Than 1000 | |

**Operational Procedure: General Maintenance**

**NOTE**: Contact Verizon **at least 24 hours in advance** should general maintenance need to be performed in areas of potential concern as identified within this document (see "**Radiofrequency Emissions Map**"). When 24-hour notice is not possible, contact Verizon at your earliest opportunity.

1. Contact Verizon and do the following:
    a. Provide your name, phone number, and company (if applicable).
    b. Provide Verizon with either of the following:
        i. Site address
        ii. Site identification number provided on a green "Information" sign (if available)
    c. Inform Verizon that maintenance is to be performed at the site.
    d. Request a temporary deactivation of active antennas.
2. **DO NOT PROCEED** with maintenance in areas of potential concern until Verizon confirms that all applicable active antennas have been deactivated.
3. Perform maintenance in requested locations.
4. Exit the area(s) in which access was previously requested once maintenance is complete.
5. Contact Verizon and do the following:
    a. Inform Verizon that maintenance is complete.
    b. Confirm that all maintenance personnel have exited areas of potential concern.
    c. Confirm that all deactivated antennas may be reactivated.

If you have any additional questions or concerns, please contact your local Verizon resource below:

| Contact Name | Contact Email | Contact Phone |
|---|---|---|
| **Joe Palluconi** | **joe.palluconi@verizonwireless.com** | **541-207-2076** |

In the event that emergency maintenance must be performed on the facility and the above-noted contact is not available, please call the Verizon Network Operations Center at **800-264-6620** for assistance.

Sincerely,
David Deen
Manager-RF System Design, Verizon

☐ **I agree to implement the above-mentioned items at the above-mentioned property.**

☐ **I DO NOT agree to implement the above-mentioned items at the above-mentioned property.**

**Printed Name**

_____

**Signature**_____ **Date** _____

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Letter of Assurance to remove hazardous materials in the Recovery Center |
| **Presenter:** | Matt Rasmussen, Deputy County Administrator |
| **Prepared By:** | Nicole Webb, Administrative Assistant |
| **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 / Document | ☐ Pass Ordinance |
| | | ☐ Execute Contract |

## Summary / Background Information

The Behavioral Health Recovery Center project has funding from multiple grants for completion of the project. One of the requirements of the grants, under the Health Resources and Services Administration (HRSA) Congressionally Funded Construction Projects, is for the County to provide assurance that removal of all hazardous material from the Auburn and Bruneau sites will be completed as required by federal, state, and local regulations. This assurance may be provided in a memo or letter format and must come from the County. A letter of assurance has been drafted by the County and the content was approved by the HRSA Environmental & Historical Preservation Compliance Review Team.

To proceed with the compliance review, as required by the grants, this letter must be signed by the Board and then submitted to the Review Team.

## Fiscal Impact

None.

## Recommendation

Staff recommends that the Board approves and signs the letter of assurance of completion of asbestos and lead abatement work for the Benton County Recovery Center.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF APPROVING A LETTER OF ASSURANCE TO THE HEALTH RESOURCES AND SERVICES ADMINISTRATION (HRSA) PERTAINING TO THE HAZARDOUS MATERIAL REMOVAL FOR THE BENTON COUNTY RECOVERY CENTER PROJECT**

**WHEREAS,** the Behavioral Health Recovery Center project is being funded by multiple state and federal grants; and

**WHEREAS**, one of the requirements of the grants under the HRSA Congressionally Funded Construction Projects is to have the County provide assurance that removal of all hazardous material from project sites will be completed in accordance with local, state and federal regulations; and

**WHEREAS**, the assurance may be provided in a memo or letter format and must come from the County; and

**WHEREAS,** a letter of assurance has been drafted by the County and the content of the letter was approved by the HRSA Environmental & Historical Preservation Compliance Review Team; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached letter of assurance to the HRSA pertaining to the hazardous material removal for the Benton County Recovery Center project.

**Dated this 22nd day of August, 2023**

**Chairman of the Board**

**Commissioner**

**Commissioner**

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

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

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

**Jerrod MacPherson**
*County Administrator*
**Matt Rasmussen**
*Deputy County Administrator*

## Board of County Commissioners

August 22, 2023

Project File

Cc: Health Resources and Services Administration

Re: Assurance of completion of asbestos and lead abatement work
Benton County Recovery Center (Award Number: 6 CE1HS46407-01-04)

To whom it may concern,

A regulated building material survey was completed by Stantec Consulting Services on May 17, 2023 for the property located at 10 East Bruneau Avenue in Kennewick, Washington. Said property is the location of the planned recovery center in Benton County which is partially funded by state and federal grants.

In the survey, asbestos was identified in caulking in wall seams by the entry door as well as in residual white fibrous material on the floor in the tank area. Lead was detected in a composite sample of metal interior beams/columns, railings, and catwalks in concentration greater than 0.5%. In addition, measurable concentrations of lead were identified in other surfaces.

This letter is providing assurance that, in compliance with local, state, and federal regulations, asbestos-containing materials which will be impacted by renovations or demolition shall be removed prior to renovation or demolition activities that would dislodge, disturb, or otherwise affect these materials. Any additional materials assumed to contain asbestos will be sampled and analyzed to determine asbestos content prior to abatement. Asbestos abatement work shall be in compliance with 40 CFR 61 Subpart M (EPA NESHAPS regulations) and 29 CFR 1962.1101 (OSHA Asbestos Standard for the Construction Industry) as well as applicable state and local regulations.

In complying with OSHA requirements, the renovation contractor(s) shall assess potential for employee exposure to lead from known sources under the proposed renovation practices. The employee exposure assessment required by the OSHA Lead in Construction Standard (29 CFR 1926.62) does not exclude potential sources of lead exposure associated with disturbance/demolition of components on which lead concentrations are known to be below the EPA or State definitions of *lead-based* paint.

It should be noted that OSHA does not consider any method that relies solely on the analysis of bulk materials or surface content of lead to be acceptable for safely predicting employee exposure to airborne contaminants. Without air monitoring results or objective data (including air sampling which clearly demonstrates that the employee cannot be exposed above the action level during any process, operation, or activity), the analysis of surface testing cannot be used to determine employee airborne exposure.

A copy of this letter will be placed in the project file as well as be provided to the project design and construction contractors. The assurances herein will be made a part of any construction contract for renovations occurring at the facility.

Sincerely,

Will McKay
Chair, Benton County Board of Commissioners

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Declaration of Surplus Property |
| **Presenter:** | N/A |
| **Prepared By:** | Nicole Webb, Administrative Assistant |
| **Reviewed By:** | Lorene Roe, Chief Deputy Auditor |

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

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

## Summary / Background Information

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

## Fiscal Impact

None.

## Recommendation

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

## Suggested Motion

Approve as part of the Consent Agenda.

# RESOLUTION

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

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

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

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

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

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

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

Dated this 22nd day of August, 2023.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Attest: …….
Clerk of the Board

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

cc: **Original** – BOCC File
**Copy** – Commissioners, N. Webb

N. Webb

# Attachment A: Surplus

**ER&R**

- 2015, Ford Police Interceptor Utility
  **Vehicle #**15-17
  **VIN#** 1FM5K8AR9GGB36734
- 2015, Ford Interceptor Utility
  **Vehicle #**15-08
  **VIN#** 1FM5K8AR2FGC08825
- 2014, Ford Interceptor Utility
  **Vehicle #**United States
  **VIN#** 1FM5K8AR6EGB80235
- 2014, Chevrolet Tahoe
  **Vehicle #**13-06
  **VIN#** 1GNLC2E09ER141488
- 2016, Ford Interceptor Utility
  **Vehicle #**16-03
  **VIN#** 1FM5K8ARXGGB81360
- 2011, Ford Explorer
  **Vehicle #**538
  **VIN#** 1FMHK8B84BGA47259
- 2006, John Deer 6420 FWD
  **Vehicle #**511
  **VIN#** L06420P502146
- DeWalt Miscellaneous Lot
- Dodge Charger Rotors

**Auditor**

- Small Safe

**Clerk**

- File Shelving Units
  Tags: 05263, 05264, 05266, 05275, 05269, 05279, 05268, 05272, 05277, 05267, 05271, 05270, 05273, 05274

cc: **Original** – BOCC File
**Copy** – Commissioners, N. Webb

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 8/22/2023 |
| **Subject:** | Forgiveness of Outstanding Debt Related to Compliance Agreement with Teamsters Union |
| **Presenter:** | |
| **Prepared By:** | C Nave/C McKenzie |
| **Reviewed By:** | E Wyant, S Hallstrom |

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

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

## Summary / Background Information

In January of 2022, the Board entered into an Agreement with Teamsters Local No. 839 as a result of negotiations regarding the terms of recoupment of overpayments of wages that occurred in 2016. The Agreement provided that the County could deal directly with employees whose employment had been separated for return of amounts owed to the County. In March of 2022, notification was sent to all separated employees. To date, two employees have not responded to the County's outreach efforts and it is recommended that the County forgive the remaining debt rather than incur the time and expense to further pursue collection.

There are also some former employees who are still owed money by the County as a result of the Agreement, and the Auditor's Office will be bringing a resolution later this year to send those funds to the state as unclaimed property, so that Benton County is able to close this issue.

## Fiscal Impact

$2,455.23 of debt forgiven.

## Recommendation

The HR Manager, Prosecuting Attorney's Office, and the County Auditor recommend forgiveness of the related debt.

## Suggested Motion

Approve with consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF FORGIVENESS OF OUTSTANDING DEBT OWED BY SEPARATED EMPLOYEES TARA KING AND DAPHNE MONTELONGO RELATING TO COMPLIANCE AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS UNION**

**WHEREAS**, per Resolution 2022-059, the Board of Benton County Commissioners approved a Compliance Agreement with the Teamsters Union Regarding Overpayments ULP to satisfy a Compliance Order issued by PERC; and

**WHEREAS**, as part of that Compliance Agreement, certain separated employees were required to arrange with Benton County for repayment of recouped overpayment debt returned to employees prior to separation; and

**WHEREAS,** the County sent notifications to the separated employees in March, 2022 and to date, no response has been received from these two former employees; and

**WHEREAS**, the Human Resources Manager and the Prosecuting Attorney's Office find it is in the best interest of Benton County and more cost effective to forgive the outstanding debt rather than to pursue collection; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby approves forgiveness of the outstanding debt owed by the two separated employees as follows:

1. Tara King in the amount of $901.00
2. Daphne Montelongo in the amount of $1,554.23

**BE IT FURTHER RESOLVED**, that no further action will be taken by Benton County in collecting these debts and the employees are released from any further liability regarding these amounts.

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

**Chair of the Board**

**Chair Pro Tem**

**Commissioner**

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

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

cc: HR, Auditor C. McKenzie/C. Nave

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | 8/22/2023 |
| **Subject:** | Classification Description Adoption and Salary Placement for the Clerk to the Board Position, and Executive Assistant and Office Support/BOE and Disability Board Secretary Classification Description Adoption |
| **Presenter:** | |
| **Prepared By:** | C Nave |
| **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

On August 15, 2023, the Board approved Resolution 2023-588, adopting the Clerk to the Board classification description and salary placement as a Benton County Employees Non-Bargaining Grade 13 and adopting the updated classification descriptions for the Executive Assistant and Office Support/BOE and Disability Board Secretary positions.

The adopted resolution was missing an effective date, effectively changing the salary of existing staff, rather than making the classification change effective after the departure of the current Clerk of the Board. Today's resolution adds an effective date of September 1, 2023 so as not to impact the salary of the departing Clerk of the Board.

## Fiscal Impact

No fiscal impact as requested salary grade for the Clerk to the Board position is lower than the current salary placement, and no salary changes are requested for the other positions.

## Recommendation

Recommend the Board of Benton County Commissioners approve the resolution adopting the Clerk to the Board classification description and salary placement as a Benton County Employees Non-Bargaining Grade 13 effective September 1, 2023 and adopting the updated classification descriptions for the Executive Assistant and Office Support/BOE and Disability Board Secretary positions.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

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

**IN THE MATTER OF RECLASSIFYING THE CLERK TO THE BOARD POSITION IN THE COMMISSIONERS OFFICE, ESTABLISHING THE SALARY GRADE FOR THE CLERK TO THE BOARD POSITION, AND APPROVING THE CLASSIFICATION DESCRIPTIONS FOR THE EXECUTIVE ASSISTANT AND OFFICE SUPPORT / BOE AND DISABILITY BOARD SECRETARY POSITIONS IN THE COMMISSIONERS OFFICE; RESCIND RESOLUTION 2023-588**

**WHEREAS**, staff departures have precipitated a re-evaluation of job duties and reporting structure by the County Administrator and the Deputy County Administrator in an effort to improve efficiencies and to enhance operations; and

**WHEREAS**, the County Administrator and Deputy County Administrator are requesting to use a previously adopted classification description for the Clerk to the Board position until a new classification description can be drafted as part of the compensation study; and

**WHEREAS**, the County Administrator and Deputy County Administrator are requesting that the Clerk to the Board position be placed at a Grade 13 on the Benton County Employees Non-Bargaining Salary Schedule;

**WHEREAS**, the County Administrator and Deputy County Administrator are requesting to update the classification descriptions for the Executive Assistant and Commissioners Office Support/BOE and Disability Board Secretary positions to reflect the new reporting structure only; **NOW THEREFORE**,

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby approves the reclassification of the Clerk to the Board position; and

**BE IT FURTHER RESOLVED,** the Board of Benton County Commissioners hereby approves the attached Clerk to the Board classification description; and

**BE IT FURTHER RESOLVED** that the Board of Benton County Commissioners hereby approves the placement of the Clerk to the Board position on the Benton County Employees Non-Bargaining Salary Schedule at Grade 13 effective September 1, 2023; and

**BE IT FURTHER RESOLVED,** the Board of Benton County Commissioners hereby approves the attached Executive Assistant classification description; and

**BE IT FURTHER RESOLVED,** the Board of Benton County Commissioners hereby approves the attached Commissioners Office Support/BOE and Disability Board Secretary classification description; and

**BE IT FURTHER RESOLVED** that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

cc: HR, Auditor

Prepared by: C Nave

**BE IT FURTHER RESOLVED** that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this_____ day of _____, 2023.

_____

Chair of the Board

_____

Commissioner

_____

Commissioner

Attest.....

Clerk of the Board

Constituting the Board of Commissioners

of Benton County, Washington

cc: HR, Auditor

Prepared by: C Nave

**TITLE:** Clerk to the Board

**DEPARTMENT:** Commissioners' Office

**REPORTS TO:** Administrative Assistant

**FLSA:** Non-Exempt

**SUMMARY:**

Attends all meetings and public hearings of the Board of Commissioners and records evidence presented, testimony given, and actions taken by the Board and prepares minutes of the same to serve as official record of the meetings. Copies and distributes resolutions, ordinances, and legal documents in order to apprise departments of action taken by the Board. Maintains Commissioners' office files. Receives claims and legal documents served against the County and distributes for appropriate action.

**EXAMPLES OF JOB DUTIES:** (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Attends all meetings and public hearings of the Board of Commissioners and records evidence presented, testimony given, and action taken by the Board (taken verbatim if requested). Prepares minutes of the same for entry into the Commissioners Journal and maintains the Journal and Resolution Index to the Journal as well as a tape inventory of recorded meetings.

Distributes copies of resolutions, ordinances, and other legal documents in order to apprise departments of action taken by the Board.

Prepares weekly follow-up action lists for Board members.

Maintains complete files of all correspondence, legal documents, resolutions, ordinances, and bid documents.

Works closely with supervisor and Secretary to the Board, as well as other County departments, to coordinate Board business and insure smooth flow of paperwork.

Receives claims and legal papers served against the County and distributes copies to proper departments so investigation and appropriate action may be taken.

Prepares necessary legal notices and documents as needed to meet legal requirements for public hearings, land and equipment sales, leases, bid openings and construction documents, and formation of sewer/fire/water districts.

Maintains file on appointments to all County boards, commissions, and sub-districts to insure that terms of office are maintained and current.

Serves as receptionist as needed, screening incoming calls, mail and visitors. Provides information regarding established departmental services or processes within scope of authority. Responds to general inquiries, concerns and complaints regarding services or programs provided or refers to appropriate individual.

Provides back-up support to the Executive Secretary to the Board as directed.

May travel occasionally.

Performs other related duties as assigned.

**WORKING CONDITIONS:**

Work is performed in an office environment. Minimum physical effort is required.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

Thorough knowledge of secretarial and office practices, procedures and equipment.

Thorough knowledge of and ability to use business English, including composition, spelling, grammar, punctuation and letter format.

Knowledge of parliamentary procedure.

Knowledge of departmental and County office functions and procedures.

Skill in operating standard office equipment such as Microsoft Office, excel, word, calculator, scanner, and photocopier.

Excellent oral communications skills to explain policies and procedures and to deal with other employees, agencies and the general public using courtesy, tact and good judgment.

Ability to learn, understand, and apply RCW requirements and other legal requirements applicable to area of assignment.

Ability to work independently, prioritizing tasks to meet deadlines while maintaining accuracy and attention to detail.

Ability to establish and maintain filing and record keeping systems.

Ability to maintain the confidentiality of sensitive and confidential materials.

Ability to work quickly, accurately and thoroughly with close attention to detail to meet deadlines.

Ability to type 65 wpm

## EDUCATION AND EXPERIENCE:

High School Diploma, or G.E.D., two years of vocational training or college preferred, and four years of progressively responsible secretarial experience, preferably in a similar position; or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

## LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State Driver's License.

UPDATED 08/2023

**TITLE:** Executive Assistant

**DEPARTMENT:** Commissioners' Office

**REPORTS TO:** Administrative Assistant

**FLSA:** Non-Exempt

## SUMMARY:

Performs executive administrative functions and duties to contribute to efficient and smooth operations in the office in a confidential manner. Responsibilities may include: composition of business correspondence and meeting minutes; coordination of various interdepartmental and public matters; establishing and maintaining detailed records; and bookkeeping. Errors in judgment and communications could have a major impact on the preparation, maintenance, and use of confidential and public information, opening the possibility for legal liability, poor public relations, and ultimate adverse impact on the commissioners' as well as management's status. Manage office logistics, effectively organize documents and reports, establish communications between the office and customers, and maintaining good office relations.

## EXAMPLES OF JOB DUTIES:

(Any one position may not include all of the duties listed, nor do the listed examples include all tasks which may be found in positions of this class.)

Coordinates office operations, providing support to Elected Officials, Department Managers, and other staff. Assists with administrative tasks involving personnel and budget monitoring. Assists in developing office forms, procedures, and policies for the office.

Composes, types, edits, and proofs correspondence, documents, reports, memoranda, tables, statements, minutes, and forms from handwritten or printed copy notes, utilizing Microsoft Office, calculator, photocopier, and other standard office equipment. Documents could contain confidential information regarding Collective Bargaining Agreements, confidential executive session agenda item backup, etc.

Determines layouts, formats, and other related details. Composes routine business correspondence and meeting minutes as assigned.

Coordinates the administrative aspects of various interdepartmental, interagency, and public matters, such as facility usage and press conference, coordinating documents necessary for meeting issues and public hearing notices.

Serves as a key contact person and liaison between the Board and other county departments, agencies, and the general public. Coordinates the dissemination of departmental information as appropriate.

Screens incoming calls, mail, and visitors, prioritizing relative importance of each. Provides detailed information regarding established department services or processes within scope of authority. Responds to complex and varied inquiries, concerns, and complaints regarding services provided, or refers to appropriate individual.

Establishes, maintains, and updates detailed records, files, lists, and logs on computerized and manual record-keeping systems to assure accurate and reliable statistical reports; verifies and inputs data specific to areas of assignment; searches files and records for readily identifiable information as directed.

Prepares the department payroll and maintains related personnel records.

Processes requisitions, assuring proper approvals, coding, and records; purchases office supplies and equipment and maintains inventory of supplies and related records.

Contributes to the economic efficiency of the department by monitoring certain departmental expenditures, expense reimbursement statements, travel requests, accounts payable and billing systems, funding, petty cash, and budgets, and performing other related bookkeeping functions. May assist in the preparation and monitoring of departmental budget.

Schedules appointments and meetings, reserves conference rooms and vehicles, and makes travel arrangements as instructed. Notifies staff of itineraries and appointments.

Prepares necessary legal notices and documents as needed to meet legal requirements for public hearings, land and equipment sales, leases, bid openings and construction documents.

May prioritize, direct, and review the work of lower-classified employees or volunteers as authorized.

Works closely with other county departments, to coordinate business and insure smooth flow of paperwork.

Provides back-up support to the Clerk to the Board as needed, taking over the duties of attending all meetings and public hearings of the Board of Commissioners, from routine to difficult and confidential, and records evidence presented, testimony given, and actions taken by the Board, preparing minutes of same to serve as official record of the meetings.

Conducts research and coordinates assignments to facilitate projects assigned.

Maintains departmental fiscal records; prepares and processes invoices, requisitions, expense forms, and prepares vouchers for any funds managed by the County Administrator, to include but not be limited to Accumulated Leave and Capital Acquisition.

Performs other related duties as assigned.

## WORKING CONDITIONS:

Work is performed in an office environment. Minimum physical effort is required.

## KNOWLEDGE, SKILLS, AND ABILITIES:

Thorough knowledge of administrative and office practices, procedures, and equipment.

Thorough knowledge of and ability to use business English, including composition, spelling, grammar, punctuation, and letter format.

Knowledge of departmental and county office functions as procedures and ability to apply and explain them in detail as required in performing duties.

Knowledge of basic math, including ability to add, subtract, multiply, and divide accurately.

Knowledge of bookkeeping practices and procedures.

Skill in operating standard office equipment such as Microsoft Office, Apple Products such as iPad, iPhone, etc., calculator, photocopier and scanner.

Excellent oral communications skills to explain policies and procedures and to deal with other employees, agencies, and the general public, using courtesy, tact, professionalism, and good judgment.

Ability to work independently, prioritizing tasks to meet deadlines while maintaining accuracy and attention to detail.

Ability to establish and maintain filing and record-keeping systems.

Ability to maturely deal with confidential and other information of a sensitive nature.

Ability to understand and follow complex instructions, both orally and in writing.

## EDUCATION AND EXPERIENCE:

High school diploma or G.E.D., one year of vocational training or college, and three years of progressively responsible administrative experience, or any combination of education and experience which would provide the applicant with the desired skills, knowledge, and ability required to perform the job.

## LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State driver's license.

**TITLE:** Commissioners Office Support/BOE and Disability Board Secretary

**DEPARTMENT:** Commissioners

**REPORTS TO:** Administrative Assistant

**FLSA:** Non- Exempt

## SUMMARY:

The Commissioners Office Support/BOE and Disability Board Secretary provides a full range of advanced-level clerical support for the Commissioners Offices and other departments under the purview of the County Administrator. This position acts as the office receptionist and provides support services as assigned, as well as supports the work of the Board of Equalization (BOE) and LEOFF I Disability Board by performing technical administrative assistance including drafting meeting minutes, preparing agendas, and coordinating meetings.

## EXAMPLES OF JOB DUTIES:

(Duties listed are illustrative and not intended as an exhaustive listing. This classification specification reflects the general concept and intent of the position and should not be construed as a detailed statement of all the requirement that may be inherent in the position.)

Coordinates office operations, providing confidential administrative support to the Commissioners Office/BOE/Disability Board. Assists with administrative tasks involving personnel, travel, budget monitoring, development of forms, and clerical procedures and policies for the department.

Assists the public, employees, managers, and vendors by phone, correspondence, or in-person regarding Commissioners Office/BOE/Disability Board processes, policies, and related procedures, referring to the appropriate staff member as needed.

Establishes, maintains, and updates files, lists, records, and logs on computerized and manual record keeping systems which includes verifying and inputting data specific to area of assignment; searching files and records for readily identifiable information; and other specific and unique needs as directed.

Performs department fiscal functions, including accounts payable entry, and cash receipting, ensuring alignment with department goals and objectives and in compliance with Benton County standards and practices, and maintains related records.

Serves as the secretary for the Benton County Board of Equalization and LEOFF I Disability Board; clerking meetings, including preparing meeting agendas, minutes and materials, and ensuring all administrative support processes are in compliance with statutory requirements.

Identifies process improvement opportunities within scope of assigned area. Researches and recommends improvements and participates in improvement projects.

Pursues self-development and continuing personal development of skills and knowledge by attending ongoing educational workshops, reviewing professional publications, and establishing personal networks.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

General knowledge of modern principles, methods, and practices in office administration.

General knowledge of Benton County business and financial acumen and the application and interpretation of Benton County policies and procedures and federal, state, and local rules, laws, regulations, legislation, codes, and ordinances as they relate to area(s) of assignment.

General troubleshooting skills to resolve issues or problems by analyzing trends and problems, identifying alternative solutions, interpreting compliance documentation, projecting consequences of proposed actions, and communicating and/or implementing recommendations in support of goals and maintaining compliance.

General time management and mental and physical organization skills that support the ability to focus, have clarity, and use strategy to fulfill a variety of tasks successfully.

General Skills in Microsoft Office Suite, the internet for research and the ability learn and develop proficient skills in the County-wide enterprise resource planning software, and other online portals for state agencies and benefits.

Ability to exercise a high degree of independent judgment and discretion and maintain the confidentiality of sensitive and confidential information.

Ability to write and speak clearly and concisely and to express ideas and recommendations effectively, orally, and in writing.

Ability and willingness to establish and maintain communication and working relationships with peers, representatives from other agencies, vendors, public officials, and the general public using courtesy, tact, and good judgment.

Ability to effectively present information, findings, proposals, training, or other information to a variety of audiences by clearly articulating, engaging the audience, assessing the needs of the audience, and using appropriate materials to help audience understand the message.

Ability to identify and take advantage of opportunities, organize and prioritize several ongoing and frequently changing assignments to meet deadlines.

## WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work may be performed in the following environmental conditions:
  - constantly: in an office environment, and
  - occasionally: near moving mechanical parts, outdoor weather conditions, and near dirt, dust, and shavings, exposed to other environmental conditions when interacting with employees who work in those conditions.
- The noise level in the general work environment is moderate as in a standard business office.

## PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The person in this position must be able to

- spend the following amount of time in an activity:
  - constantly**:** talk or hear and use hands, fingers to handle or feel, or operate equipment or tools,
  - frequently**:** stand, walk, or sit for extended periods of time; climb, pull, push or balance, and
  - occasionally**:** stoop, kneel, crouch, or crawl; reach with hands and arms.
- carry or transport items:
  - frequently: up to 10 pounds, and
  - occasionally: between 11 and 50 pounds.
- have close vision (1- 20 inches) and have the ability to adjust focus.

## SPECIAL CONSIDERATIONS

- May be required to travel occasionally within the local community, region, and across the state for meetings, requiring an overnight stay.

## EDUCATION AND EXPERIENCE:

Associate's Degree.

Two years' of general office, clerical, or related experience.

Or any combination of education and experience which would provide the applicant with the desired knowledge, skills, and abilities required to perform the job.

Customer service experience preferred.

Experience working in the public sector preferred.

Ability to speak, read, and write in Spanish preferred.

## LICENSES, CERTIFICATES, & OTHER REQUIREMENTS:

Employment at Benton County is contingent upon the results of a background check and eligibility for coverage by the County's liability insurance carrier. Depending upon the position, background checks may include personal and professional references, social security verification, education and professional licensing verification, financial history, and criminal history.

Valid Washington State driver's license if driving a vehicle for County business.

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Agreement 2023/2024-CDBG-CAC with Community Action Committee |
| **Presenter:** | |
| **Prepared By:** | Deena Horton |
| **Reviewed By:** | Kyle Sullivan, 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 would like to enter into an agreement with Benton-Franklin Community Action Committee to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant (CDBG). Benton-Franklin Community Action Committee will use funds to provide direct public services that will principally benefit low-and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. Benton-Franklin Community Action Committee will continue to serve and improve the rural services with the bilingual staff that is trained to provide services under all applicable grants administered by Benton-Franklin Community Action Committee. Services may include direct resource/referral, utility assistance and transportation assistance. Services will continue to be provided in both English and Spanish languages.

**Award:** $62,500.00

**Period:** July 1, 2023 through June 30, 2024

## Fiscal Impact

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 1080 Human Services Budget.

## Recommendation

Sign Agreement #2023-2024-CDBG-CAC

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

## BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF EXECUTING AGREEMENT #2023/2024-CDBG-CAC BETWEEN BENTON COUNTY AND BENTON-FRANKLIN COMMUNITY ACTION COMMITTEE**

**WHEREAS**, Benton County would like to enter into an agreement with Benton-Franklin Community Action Committee to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant (CDBG), and

**WHEREAS,** Benton-Franklin Community Action Committee will use funds to provide direct public services that will principally benefit low-and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. Benton-Franklin Community Action Committee will continue to serve and improve the rural services with the bilingual staff that is trained to provide services under all applicable grants administered by Benton-Franklin Community Action Committee; and

**WHEREAS**, services may include direct resource/referral, utility assistance and transportation assistance. Services will continue to be provided in both English and Spanish languages;
**NOW THEREFORE,**

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement #2023/2024-CDBG-CAC between Benton County and Benton-Franklin Community Action Committee, said agreement in the amount of $62,500.00; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on July 1, 2023 and ends on June 30, 2024.

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

_____
Chairman of Board

_____
Chairman Pro Tem

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

Attest: _____
Clerk of the Board

Originals: Benton County Commissioners, Human Services

D. Horton

DocuSign Envelope ID: 5D5215B0-852B-4A30-ABA6-FBA31249B809

# Benton and Franklin Counties
# DEPARTMENT OF HUMAN SERVICES
# Agreement #2023/2024-CDBG-CAC

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY") and **Benton-Franklin Community Action Committee**, a non-profit public benefit corporation organized under the laws of the State of Washington, doing business as Community Action Connections, with its principal offices at 710 West Court Street, Pasco, WA 99301, (hereinafter "Subrecipient").

**County's Contact Information:**
Kyle Sullivan, Administrator
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336
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**Subrecipient Contact Information:**
Judith A. Gidley, Executive Director
Benton-Franklin Community Action Committee
710 West Court Street
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Agreement Start Date ..... July 1, 2023
Agreement End Date ..... June 30, 2024

Consideration ..... $62,500.00

Attachment A ..... Services Budget
Attachment B ..... Partner Participation Agreement
Attachment C ..... Housing Resource Center Guidelines
Attachment D ..... Department of Commerce CDBG Contract

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 Subrecipient:

Judith A Gidley 8/11/23
Executive Director Date

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:
DocuSigned by:
Kyle Sullivan
Department of Human Services

Approved as to Form:
DocuSigned by:
Ryan Brown
Benton County Prosecutor's Office

**WHEREAS**, the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of the COUNTY selected to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulation, and policies; and

**WHEREAS**, the COUNTY has applied for and received a CDBG award amendment, contract number 22-62210-002, to fund the ALN(CFDA #) 14.228; and

**WHEREAS**, it benefits the COUNTY to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local CDBG project;

**NOW THEREFORE**, the parties agree that:

## 1. SCOPE OF WORK

**Service Programs:**

Community Action Connections (CAC) will use funds to provide direct public services that will principally benefit low – and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. CAC will continue to serve and improve the rural services with our bi-lingual staff that is trained to provide services under all applicable grants administered by CAC.

Services may include direct resource/referral, utility assistance, medical prescriptions, and transportation assistance. All housing services such as rent and/or deposit assistance will go through the local Coordinated Entry System in Kennewick for referral to CAC. Rural clients from Connell will go through the CES eligibility intake screening with the CAC FDS who will notify CES staff of assistance provided. Services will be provided in both English and Spanish.

The Family Development Specialist (FDS) staff will complete household eligibility, assessment of needs and delivery of services in the rural non-entitlement areas of the counties. Staff will be stationed at the point of delivery in Connell serving residents of Connell, Mesa, Basin City and Kahlotus during designated days/times. CAC staff will provide services that match the client needs. CAC provides a posted/advertised phone number reserved for rural clients to call toll free to arrange for services in Connell and Benton City on designated days. Residents of West Richland may either apply at our Prosser Office and/or our Pasco Office, dependent on the days/times staff is available.

**Direct Client Services**

- 1st Month Rent: At no time will the amount exceed the actual amount needed to obtain housing.
- Rent Deposit: The amount of security/damage deposit required whenever possible must be either equal to or less than the Fair Market (FMR) rent or Rent Reasonableness based on unit size unless there is written justification in the file explaining the reason for the increased amount which requires department manager signed approval.
- Eviction Prevention Rent: not to exceed 3 months including arrears, household must be eligible using the HRC screening tool.
- Utility Deposits: At no time will the amount exceed the actual amount needed to obtain service.
- Utility Costs (Electricity, Gas, Propane, Wood, and Water/Sewer): Utility/energy assistance is available for those clients enrolled and only provided after documentation that either the client is not eligible for LIHEAP or Helping Hands programs or no funds are available. Water assistance is also available but requires a shut off notice and can be no more than the amount that is required to retain or re-start the service.
- Application Fees: Up to two times during the housing search period, unless documented need to do more which requires prior approval from BCDHS contract manager.

- Transportation: Transportation in the form of bus travel or gas; exceptions must be approved by BCDHS contract manager.
- Medical Prescriptions: This assistance is dedicated to assist persons who do not have the means to pay and/or do not have medical insurance. Maximum of $200 per calendar year.
- GED Testing Fees – Assistance with actual costs of GED testing fees in order for client to obtain GED.
- Other services as deemed appropriate and/or necessary, only with prior approval from BCDHS.

**Resource and Referral Services**

- Basic Food Eligibility
- Diapers and Depends
- Personal Hygiene Supplies
- Winter Coats

A. COUNTY Responsibilities

The COUNTY is responsible for administration of the CDBG contract and for ensuring that CDBG funds are used in accordance with all program requirements (24 CFR 570.501(b)) and the COUNTY's CDBG contract with Commerce, attached hereto as Attachment D and incorporated herein by reference. The COUNTY will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient agrees to the terms, conditions, obligations, and requirements of this Agreement and those set forth in the CDBG contract with Commerce (Attachment D).

The Subrecipient will complete in a satisfactory and proper manner, as determined by the COUNTY, the tasks described in the Scope of Work and the Budget in Attachment A, which is attached hereto and incorporated herein by reference, in order to accomplish the objectives of the CDBG project.

The Subrecipient agrees to participate with Benton County Department of Human Services in the Housing Resource Center's Coordinated Entry System. Accordingly, Subrecipient agrees to enter into a Partner Participation Agreement with the Department of Human Services, as set forth by the Partner Participation Agreement (Attachment B, which is attached hereto and incorporated herein by reference) and designate an individual within its organization to attend all housing provider meetings set up by the Department of Human Services. Subrecipient agrees to follow the Housing Resource Center guidelines set forth by Attachment C, attached hereto and incorporated herein by reference.

The Subrecipient will periodically meet with the COUNTY, at the COUNTY's discretion, to review the status of these tasks.

## 2. TIME OF PERFORMANCE

The time of performance for this Agreement is July 1, 2023 through June 30, 2024, unless otherwise terminated as set forth herein.

## 3. BUDGET

The Subrecipient shall follow the budget approved by Commerce and the COUNTY (see Attachment A). The COUNTY may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the COUNTY. Any amendments to the budget must first be reviewed by the COUNTY for a determination as to whether the amendment is consistent with the COUNTY's CDBG contract with Commerce and, if determined to be consistent, then may be approved in writing by the COUNTY and the Subrecipient.

## 4. PAYMENT

The COUNTY shall reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Work.

Reimbursement under this Agreement will be based on billings supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

## 5. PERFORMANCE MONITORING

The COUNTY will monitor the performance of the Subrecipient as outlined in the attached Scope of Work by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement.

The COUNTY shall notify the Subrecipient when it identifies substandard performance. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

## 6. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

1. The requirements of Title 24 of the Code of Federal regulations, Part 570 (HUD regulations concerning CDBG); and

2. All other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this Agreement.

B. CDBG National Objective

The Subrecipient certifies the activities carried out under this Agreement will meet a CDBG Program National Objective as defined in 24 CFR 570.208.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Hold Harmless and Indemnification

The Subrecipient will hold harmless, defend, and indemnify the COUNTY and it officers, officials, employees, and agents from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. Provided, that the Subrecipient'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 Subrecipient, anyone directly or indirectly employed by the Subrecipient, or anyone for whose acts any of them may be liable, the indemnification obligation in this Agreement 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 Subrecipient under Workers' Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Subrecipient expressly waives any immunity the Subrecipient might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Agreement, the Subrecipient 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 Subrecipient makes with any sub-subrecipient or agent performing work hereunder. Subrecipient's obligations under this section shall survive termination and expiration of this Agreement.

The Subrecipient'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 Subrecipient or the Subrecipient's employees, agents, or subrecipients.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Subrecipient shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Subrecipient and employees of any subrecipient or sub-subrecipient. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Subrecipient 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, Subrecipient waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial liability, or commercial umbrella liability insurance.

If Subrecipient or sub-subrecipient 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, Subrecipient shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to Subrecipient or subrecipient employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by Subrecipient pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to Subrecipient for performance of this Agreement.

F. Insurance & Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum, will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.

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

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the Subrecipient's services defined in this Agreement. Coverage shall not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Subrecipient's services as defined by this Agreement. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Subrecipient is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Agreement. Subrecipient shall annually provide COUNTY with proof of all such insurance.

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

$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

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

The Subrecipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification provisions of this Agreement. Subrecipient'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.

Subrecipient 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

*Automobile Liability*: The Subrecipient shall maintain, during the life of this Agreement, Commercial Automobile Liability Insurance (Policy Form CA0001, or equivalent coverage) in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect Subrecipient from claims which may arise from the performance of this Agreement, whether such operations are by the Subrecipient or by anyone directly or indirectly employed by the Subrecipient.

Commercial Auto Liability Insurance shall include coverage for owned, non-owned, and hire autos. Covered auto shall be designated as "Symbol 1" any auto. Subrecipient waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

*Other Insurance Provisions*:

1. The Subrecipient'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.

2. The Subrecipient'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 Subrecipient'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 Subrecipient shall include all Subrecipients as insureds under its policies or shall furnish separate certificates and endorsements for each subrecipient. All coverage for Subrecipients shall be subject to all of the requirements stated herein.

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

7. The Subrecipient 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 Agreement, except for Professional Liability Insurance, shall be written on an Occurrence Policy form.

*Verification of Coverage and Acceptability of Insurers*:

All insurance required under this Agreement 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 Subrecipient, other than Professional Liability, Auto Liability and Workers' Compensation, shall specifically include the COUNTY as an "Additional Insured" 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 and its elected and appointed officials, employees, and agents shall be excess of the Subrecipient's insurance and shall not contribute to it.

2. Certificates of Liability Insurance must be provided to the COUNTY's Contract Representative set forth on the Agreement cover sheet.

3. All written notices under this section and notice of cancellation or change of required insurance coverages, shall be mailed to the COUNTY's Contract Representative referenced on the Agreement cover sheet.

4. The Subrecipient or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the COUNTY's Contract Representative on the Agreement cover sheet.

5. Prior to receiving funds under this Agreement, the Subrecipient must furnish to the COUNTY a properly executed certificate of insurance or a signed policy endorsement that clearly evidences all insurance required under this section. The certificate(s) must, at a minimum, list limits of liability and coverage. The certificate(s) must provide that the underlying insurance contract may not be cancelled or allowed to expire except upon thirty (30) days prior written notice to the COUNTY.

G. Funding Source Recognition

The Subrecipient will ensure recognition of the roles of Commerce, the Washington State CDBG program, and the COUNTY in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The COUNTY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY's governing body. Such amendments shall not invalidate this Agreement, nor may they relieve or release the COUNTY or Subrecipient from their obligations under this Agreement.

I. Suspension or Termination

In accordance with 2 CFR 200.338-9, the COUNTY may suspend or terminate this Agreement if the Subrecipient fails to materially comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

2. Failure of the Subrecipient, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the COUNTY of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the COUNTY or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety.

## 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient must maintain all records required by the federal regulations specified in 24 CFR 570.506 pertinent to the activities to be funded under this Agreement and those described in the CDBG Management Handbook. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the civil rights components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 2 CFR 200.333;
g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable federal, state, and local laws and regulations applicable to CDBG-funded construction projects; and
h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

The COUNTY, the Washington State Department of Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Subrecipient for a period of six (6) years after final audit of the COUNTY'S CDBG contract unless a longer period is required to resolve audit findings or litigation. In such cases, the COUNTY shall request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the COUNTY, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

A Subrecipient that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient must comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY periodic reports pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement must comply with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient must transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the COUNTY is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this ten-year period of time, the Subrecipient will pay the COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the COUNTY. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the COUNTY for CDBG-eligible activities as approved by the CDBG program or (b) retained after compensating the COUNTY.

## 8. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

*Title VI of the Civil Rights Act of 1964*:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

*Section 109 of the Housing and Community Development Act of 1974*:
No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

*Age Discrimination Act of 1975, as Amended*:
No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

*Section 504 of the Rehabilitation Act of 1973, as Amended*:
No otherwise qualified individual may be excluded, solely by reason of his or her disability, from participation in any program or activity (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

*Public Law 101-336, Americans with Disabilities Act of 1990*:
Subject to the provisions of this title, no qualified individual with a disability may be excluded by reason of such disability from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this Agreement must comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. The Subrecipient must send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this Section 8.B clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Subrecipient must include this Section 8.B clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Subrecipient may not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the Subrecipient from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY and Commerce.

2. Conflict of Interest

No member of the COUNTY'S governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest shall be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

a. The Subrecipient certifies, by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. If the Subrecipient is unable to certify to any of the statements in this Agreement, the Subrecipient shall attach an explanation to this Agreement.
c. The Subrecipient further agrees by signing this Agreement that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or Commerce reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## 9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

## 10. PERFORMANCE WAIVER

The COUNTY'S failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## 11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this Agreement.

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**Attachment A**

## SERVICES BUDGET
*2023/2024-CDBG-CAC*

**Purpose:** To deliver the direct services listed in "Scope of Work"

**Cost Categories:**

| | | |
|---|---|---|
| Staffing | $23,196.00 | *Salary and benefits for .50 FTE providing direct services, to be documented by payroll records* |
| Goods and services | $3,100.00 | *Costs must be tied to the delivery of the CDBG public service* |
| Direct Client Services | $30,154.00 | *Costs must be for eligible services described in Scope of Work* |
| Equipment | $0 | *Office mobile equipment* |
| Travel | $3,050.00 | *Cost must be tied to the delivery of the CDBG public service* |
| Admin Costs | $3,000.00 | *Must be tied to a CDBG public service through the community action program's approved cost allocation plan* |
| TOTAL | $62,500.00 | *(Not to include county administration funds)* |

**Budget Narrative:**

**Staffing: $ 23,196.00**

- Salary and Benefits for .50 FTE

**Goods & Services: $3,100.00**

- Office/Operating Services – $240 per month/total 12 months = $2,880.00
- Telecommunications (Wi-Fi and Cell phone) – $60 per month for 12 months = $720.00

**Direct Client Services: $30,154.00**

Examples of Direct Services:

- Rental/Deposits – actual amount up to FMR for deposit/first month rent
- Application Fees – actual amount up to $45 each fee
- Prevention Rent – actual amount up to FMR – not to exceed 2 months arrears and current month
- Transportation – bus travel or gas up to $30
- Utility Deposits – actual costs up to amount required to turn on utilities
- Utility Costs – actual cost to prevent shut off after LIHEAP or Helping Hands
- GED Testing Fees – actual costs for GED testing fees in order for client to obtain GED
- Other services as deemed appropriate and/or necessary, only with prior approval from BFDHS

**Equipment Purchase: $0**

**Travel: $3,050.00**

- Travel is based on travel reimbursement costs of $0.58 per mile and subject to change based on WA State mileage and per diem rate. Average cost per month is $254.00 **Washington State Office Financial Management for mileage reimbursement rate.**

**Admin Cost Allocation: $3,000.00**

- Cost allocation is based on $250 per month X 12 months = $3,000. CAC allocates its general costs of administration not readily identifiable to a specific grant in as administrative cost allocation plan. Costs are allocated based on FTE percentage of the number personnel working in any program. This includes insurance, agency telephone services, professional services, etc. This process has been accepted by the Department of Commerce and CAC's auditor for over 16 years.

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**Attachment 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 Benton Franklin CAC I, JUDITH A GIDLEY, 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.

Judith A Gidley 5/11/23
Agency Representative and Date

Deena Horton
Benton County Department of
Human Services Representative

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**Attachment C**
**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

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- 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.

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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

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- 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.

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**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.

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## 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.

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## 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

DocuSign Envelope ID: 5D5215B0-852B-4A30-ABA6-FBA31249B809

DocuSign Envelope ID: B631E78D-614B-4708-A62B-F478BDAC8D30

Attachment D

**Amendment Face Sheet** **Contract Number: 22-62210-002**

**Amendment Number: A**

**Washington State Department of Commerce**
**Local Government Division**
**Community Development Block Grant Program**
**Public Services Grant**

| | | |
|---|---|---|
| **1. Grantee**<br>Benton County<br>PO BOX 190<br>Kennewick, WA 99350 | **2. Grantee Doing Business As (optional)**<br>N/A | |
| **3. Grantee Representative**<br>Deena Horton<br>Program Specialist<br>509-737-3953<br>deena.horton@co.benton.wa.us | **4. COMMERCE Representative**<br>Jeff Hinckle, Project Manager<br>PO Box 42525/1011 Plum Street SE, Olympia, WA 98504<br>(360) 605-2402<br>jeff.hinckle@commerce.wa.gov | |
| **5. Original Grant Amount**<br>$67,000 | **6. Amendment Amount**<br>$66,000 | **7. New Grant Amount Amount**<br>$133,000 |
| **8. Amendment Funding Source**<br>Federal: ☑ State: ☐ Other: ☐ | **9. Amendment Start Date**<br>July 01, 2023 | **10. Amendment End Date**<br>June 30, 2024 |
| **9. Federal Funds**<br>$133,000 | **Federal Agency:**<br>U.S. Department of Housing and Urban Development (HUD) | **CFDA Number**<br>14.228 |

**12. Amendment Purpose:**

Public Services through Benton-Franklin Community Action Connections to low- and moderate-income persons in Benton, Franklin counties for the 2023 program year.

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended". The Amendment Amount is contingent on obligation of funds from the U.S. Department of Housing and Urban Development for program year 2023.

| **FOR GRANTEE** | **FOR COMMERCE** |
|---|---|
| DocuSigned by:<br>Kyle Sullivan, Human Services Manger<br>6DA479969D02461...<br>Kyle Sullivan<br>Human Services Manger<br>6/27/2023 \| 1:38 PM PDT<br>Date | DocuSigned by:<br>Mark Barkley<br>80312B04665C458...<br>Mark K. Barkley, Assistant Director<br>Local Government Division<br>6/27/2023 \| 1:59 PM PDT<br>Date<br><br>**APPROVED AS TO FORM ONLY**<br>**Sandra Adix, Assistant Attorney General**<br>3/20/2014<br>Date |

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Washington State Department of Commerce

**Federal Interagency Grant Agreement with**

Benton County

through

Community Development Block Grant (CDBG) Program
Public Services Grant

**Contract Number:**
22-62210-002

**For**

Public Services through Benton Franklin Community Action Committee to low- and moderate-income persons in Benton and Franklin counties

**Start date:** July 01, 2022

Washington State Department of Commerce

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# FACE SHEET

**Contract Number: 22-62210-002**

**Washington State Department of Commerce**
**Local Government Division**
**Community Assistance and Research Unit**
**CDBG Public Services Grant**

| 1. Grantee | 2. Grantee Doing Business As (optional) |
|---|---|
| Benton County<br>PO BOX 190<br>Kennewick, WA 99350 | N/A |
| **3. Grantee Representative** | **4. COMMERCE Representative** |
| Deena Horton, Program Specialist<br>509-737-3953<br>deena.horton@co.benton.wa.us | Jeff Hinckle, Project Manager<br>PO Box 42525/1011 Plum Street SE, Olympia, WA 98504<br>(360) 605-2402<br>jeff.hinckle@commerce.wa.gov |

| 5. Grant Amount | 6. Funding Source | 7. Start Date | 8. End Date |
|---|---|---|---|
| $67,000.00 | Federal: ☑ State: ☐ Other: ☐ | 7/1/2022 | 6/30/2023 |

| 9. Federal Funds | Federal Agency: | ALN (CFDA #): | Indirect Rate (if applicable) |
|---|---|---|---|
| $67,000.00 | U.S. Department of Housing and Urban Development (HUD) | 14.228 | N/A |

| 10. Tax ID # | 11. SWV # | 12. UBI # | 13. UEI # |
|---|---|---|---|
| On File | SWV0000322-02 | 035-000971 | HG29NCPLDG56 |

**14. Grant Purpose**

Public Services through Benton Franklin Community Action Committee to low- and moderate-income persons in Benton, Franklin counties. A full description of the project is in Attachment "A" Scope of Work and Budget.

**15. Signing Statement**

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work and Budget.

| FOR GRANTEE | FOR COMMERCE |
|---|---|
| Kyle Sullivan<br>Human Services Manger<br><br>1/12/23<br>Date | DocuSigned by:<br>Mark Barkley<br>80312B0A665C458...<br>Mark K. Barkley, Assistant Director<br>Local Government Division<br><br>1/13/2023 \| 1:54 PM PST<br>Date<br><br>APPROVED AS TO FORM ONLY<br>Sandra Adix, Assistant Attorney General 09-02-2022 |

Washington State Department of Commerce

# Special Terms and Conditions

## 1. Definitions

A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.

B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.

C. "Subgrantee" or "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" or "subcontractor" mean subcontractor(s) in any tier.

D. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

## 2. Authority

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

## 3. Acknowledgement of Federal Funding

Federal Award Date: August 29, 2022
Federal Award Identification Number (FAIN): B-22-DC-53-0001
Total amount of the federal award: $12,719,519
Awarding official: Carmen E. Reed, Acting HUD CPD Director

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

> "This project was supported by Grant No. B-22-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

## 4. Grant Management

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

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

## 5. Compensation and Expenses

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work in Attachment "A" - Scope of Work and Budget.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

Washington State Department of Commerce

## 6. Subcontractor Data Collection

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

## 7. Indirect Costs

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists, a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

## 8. Billing Procedures and Payment

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, submitted not more often than monthly to the COMMERCE Representative.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

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

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

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

Duplication of Billed Costs

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

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors/subrecipient.

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

Washington State Department of Commerce

## 9. Audit

If the Grantee is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement. The Grantee shall send all single audit documentation to Federal Audit Clearinghouse.

## 10. Fraud and Other Loss Reporting

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## 11. Debarment

A. Grantee, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

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

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

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

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

B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.

C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.

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E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

## 12. Insurance

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## 13. Acquisition and Disposition of Assets

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489,570.502,570.503,570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of $25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

## 14. Environmental Review

General Purpose and Economic Opportunity Grants
COMMERCE shall not release funding to a Grantee until the following conditions implementing 24 CFR part 58 are met:

A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.

B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

Planning-Only Activities and Public Services Activities
Funding shall not be released to a Planning-Only Activities or Public Services Activities recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local

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environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under (NEPA) 24 CFR 58.34(3) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

## 15. Historical or Cultural Artifacts, Human Remains

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP). If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

## 16. Laws

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

- Housing and Community Development Act of 1974.
- CDBG regulations in 24 CFR Part 570.
- 2 CFR 200.

## 17. Performance Reporting

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant. Activities funded by this Grant providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

## 18. Program Income

Program Income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in Attachment A - Scope of Work and Budget. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant. Program income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of $100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

## 19. Subcontracts for Engineering Services

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than $1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

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## 20. Closeout

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

B. The Grantee has held a public hearing to review program performance.

C. The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.

## 21. Order of Precedence

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget
- Community Development Block Grant (CDBG) policies and procedures including the CDBG Management Handbook, prepared by Commerce, located at www.commerce.wa.gov\CDBG
- COMMERCE grant award letter to Grantee
- Grantee's application for funding

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# General Terms and Conditions

## 1. Definitions

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

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Grant" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

G. "State" shall mean the state of Washington.

H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

I. "Subgrantee" or "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

## 2. All Writings Contained Herein

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

## 3. Amendments

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

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4. **Assignments**

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. **Confidentiality and Safeguarding of Information**

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

I. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;

II. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and

III. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.

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

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

6. **Copyright**

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

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

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

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grantee, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the

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Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**7. Disputes**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**6. Governing Law and Venue**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**8. Indemnification**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**9. Licensing, Accreditation, and Registration**

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

**10. Recapture**

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

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

**11. Records Maintenance**

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

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**12. Savings**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day

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notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

## 13. Severability

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

## 14. Subgranting/Subcontracting

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

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

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subcontract.

## 15. Survival

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

## 16. Termination for Cause

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

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

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

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

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## 17. Termination for Convenience

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

## 18. Termination Procedures

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

A. Stop work under the Grant on the date, and to the extent specified, in the notice;

B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

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## 19. Treatment of Assets

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

A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

## 20. Waiver

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

# ATTACHMENT A - SCOPE OF WORK AND BUDGET

*Grantee:* Benton County

*Contract:* 22-62210-002

## Project Description / Deliverable

Benton County is awarded a CDBG Public Services Grant for eligible public servces through Benton Franklin Community Action Committee.

These services will be directed toward limited clientele with low and moderate incomes (LMI) based on HUD LMI criteria. This grant will exclusively benefit approximately 96 persons residing in the non-entitlement area(s) of Benton and Franklin counties.

## Project Budget

| Budget Code & Funding | | Leveraged other Funding | | Total Funding |
|---|---|---|---|---|
| *21A General Administration $* | $3,500 | *Other Federal $* | $0 | |
| *05 Public Services $* | $63,500 | *Other State $* | $0 | |
| | | *Local Public $* | $0 | |
| | | *Private $* | $0 | |
| *Total CDBG Funds $* | $67,000 | *Total Other Funds $* | $0 | $67,000 |

| Project Activities | Milestones |
|---|---|
| - Execute grant contract with Commerce.<br>- Complete the environmental review in compliance with Federal related laws and authorities.<br>- Verify subrecipient does not have an active exclusion record in SAM.gov.<br>- Establish a subrecipient agreement that includes the project budget and the semi-annual beneficiary reporting requirement. Submit a signed copy to Commerce. | Before first payment request |
| - Review subrecipient reimbursement requests against the project costs, project budget, and contract start date.<br>- Document the county's CDBG general administration costs.<br>- Prepare and submit payment requests with supporting documentation to Commerce.<br>- Document receipt of grant funds and reimbursement of eligible costs. | Not more than monthly |
| - Submit CDBG Beneficiary Reports by the end of the month following the semi-annual date. | Jan 31, July 31 |
| - As necessary, arrange an audit with the Washington State Auditor in accordance with the Uniform Guidance, 2 CFR 200, Subpart F- Audit Requirements. | Annually |
| - Complete applicable civil rights requirements.<br>- Conduct monitoring of the subrecipient to verify CDBG requirements and all costs reimbursed are allowable.<br>- Conduct a final public hearing to review project performance, resolve all monitoring issues with CDBG, and submit a CDBG Contract Closeout Report. | Before final payment request |
| - Deliver the direct services identified in the CDBG application through the local community action program.<br>- Allocate and manage public services funds as established in the approved subrecipient agreement<br>- and budget.<br>- Meet the CDBG national objective of principally benefiting low- and moderate-income persons. | Before contract end date |

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to robert.heard@co.benton.wa.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO Benton County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO Benton County during the course of your relationship with SHI OBO Benton County.

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | FC 08/08/23 BC 08/22/23 |
| **Subject:** | Public Works Contract Amendment No. 1 with Apollo Mechanical Contractors Facility Service dba Apollo Mechanical Contractors for HVAC Maintenance Services |
| **Presenter:** | N/A |
| **Prepared By:** | Rosa Garcia |
| **Reviewed By:** | David Wheeler |

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

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

## Summary / Background Information

Per Benton County Resolution No. 2022 768 dated October 25, 2022 and Franklin County Resolution No. 2022 253 dated October 11, 2022 the Board of Benton and Franklin County Commissioners entered into a contract with Apollo Mechanical Contractors to provide HVAC maintenance services for the Benton Franklin Counties Juvenile Justice Center.

The purpose of Amendment No. 1 is to amend Section 2 "Duration of Contract" to extend contract for one (1) year.

The attached contract Amendment No. 1 shall commence on October 1, 2023 and shall expire on September 30, 2024.

## Fiscal Impact

There is no fiscal impact. No supplemental required.

## Recommendation

The Juvenile Administrator recommends that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign contract Amendment No. 1 between Apollo Mechanical Contractors and the Benton-Franklin Counties Juvenile Justice Center for HVAC maintenance services.

## Suggested Motion

Approved as part of consent agenda.

# JOINT RESOLUTION

**BENTON COUNTY RESOLUTION NO. _____**

**FRANKLIN COUNTY RESOLUTION NO. _____**

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

**IN THE MATTER OF EXECUTING PUBLIC WORKS SERVICES CONTRACT AMENDMENT NO. 1 BETWEEN APOLLO MECHANICAL CONTRACTORS FACILITY SERVICE FOR HVAC MAINTENANCE SERVICES AT THE JUVENILE JUSTICE CENTER APPROVED BY BENTON COUNTY RES. NO. 2022 768 AND FRANKLIN COUNTY RES. NO. 2022 253**

**WHEREAS,** Benton-Franklin Counties Juvenile Justice Center currently contracts with Apollo Mechanical Contractors Facility Service; and

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

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

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

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

**BE IT FURTHER RESOLVED**, the term of the attached Contract Amendment No. 1 shall commence on October 1, 2023 and expires on September 30, 2024.

**DATED** this ____ day of _____ 2023

**BENTON COUNTY BOARD OF COMMISSIONERS**

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

**DATED** this ____ day of _____ 2023

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

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

# BENTON-FRANKLIN COUNTIES
# JUVENILE JUSTICE CENTER

DAVID WHEELER, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

## PUBLIC WORKS CONTRACT AMENDMENT NO. 1

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Apollo Mechanical Contractors, with its principal offices at 1119 West Columbia Drive, Kennewick, WA 99336 (hereinafter referred to as “Contractor”).

In consideration of the mutual benefits and covenants contained herein and in the parties' Contract, numbered as Benton County Resolution No. 2022 768 and executed on October 25, 2022, and Franklin County Resolution No. 2022 253 and executed on October 11, 2022, the parties agree to amend the Contract as follows:

1. **Section 2 – <u>DURATION OF CONTRACT</u>**, “The COUNTIES reserve the right to renew the Contract for one (1) year without advertising.” The term of the contract shall be extended for one (1) year beginning on October 1, 2023 and shall expire September 30, 2024.

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

This Amendment shall be effective on October 1, 2023.

| Apollo Mechanical Contractors<br>Facility Service<br>DBA Apollo Mechanical Contractors | | Benton Franklin Counties<br>Juvenile Justice Center | |
|---|---|---|---|
| 7/26/2023 | | 7/28/2023 | |
| ~~Dave~~ Hollandsworth,<br>Vice President | Date | David Wheeler,<br>Administrator | Date |
| Dale<br>**BENTON COUNTY APPROVAL**<br>Approved as to Form:<br>07/27/23<br>Stephen Hallstrom, Deputy Prosecuting Attorney Date<br>By: _____<br>Name: _____<br>Title: Chairman, Board of Commissioners<br>Date: _____<br>Attest:<br>Clerk of the Board: _____ | | **FRANKLIN COUNTY APPROVAL**<br>Approved as to Form:<br>_____<br>Civil Deputy Prosecuting Attorney Date<br>By: _____<br>Name: _____<br>Title: Chairman, Board of Commissioners<br>Date: _____<br>Attest:<br>Clerk of the Board: _____ | |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | FC 08/08/23 BC 08/22/23 |
| **Subject:** | Personal Services Contract with Karyn K. Oldfield |
| **Presenter:** | N/A |
| **Prepared By:** | Rosa Garcia |
| **Reviewed By:** | David Wheeler |

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

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

## Summary / Background Information

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

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

## Fiscal Impact

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount not to exceed $15,500.00 to be paid out of Fee For Services Dept. 173. No Supplemental required.

## Recommendation

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

## Suggested Motion

Approved as part of consent agenda.

# JOINT RESOLUTION

**BENTON COUNTY RESOLUTION NO. _____**

**FRANKLIN COUNTY RESOLUTION NO. _____**

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

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

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

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

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

**BE IT RESOLVED,** that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and hereby award the Personal Services Contract to Karyn K. Oldfield in an amount not to exceed $15,500.00; and

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

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

**DATED** this _____ day of _____ 2023

**BENTON COUNTY BOARD OF COMMISSIONERS**

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

**DATED** this _____ day of _____ 2023

**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

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

R. Garcia

**BENTON and FRANKLIN COUNTIES**
**PERSONAL SERVICES CONTRACT**
**TERMS AND CONDITIONS**

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

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

## 1. DURATION OF CONTRACT

The term of this Contract shall begin on October 1, 2023 and shall expire on September 30, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

## 2. SERVICES PROVIDED

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

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

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

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

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

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

## 3. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

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

b. For COUNTIES:

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

## 4. COMPENSATION

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

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

2. Any coverage needed for non-appointed court cases will be provided at the rate of $400 per docket.

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

c. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this CONTRACT shall not exceed $15,500.00.

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

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

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

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

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

## 5. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections

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

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

## 6. HOLD HARMLESS AND INDEMNIFICATION

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

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

**the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 6 shall survive termination and expiration of this Contract.**

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

## 7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance.

To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

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

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

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

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

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

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

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

e. **Other Insurance Provisions**:

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

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

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

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

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

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

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

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

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

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition

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

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

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

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

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

**8. TERMINATION**

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

b. In the event that funding for this project is withdrawn,

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

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

## 9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

## 10. NON-WAIVER OF RIGHTS

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

## 11. INDEPENDENT CONTRACTOR

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

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

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

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

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

## 12. COMPLIANCE WITH LAWS

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

## 13. DEBARMENT CERTIFICATION

The CONTRACTOR, by signature to this Contract, certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The CONTRACTOR also agrees to include the above requirement in any and all Subcontracts into which it enters.

The CONTRACTOR shall immediately notify the Contact designated as the representative to the COUNTIES of this Contract if, during the term of this Contract, the CONTRACTOR becomes debarred. The COUNTIES may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term of this Contract.

**14. OTHER PROVISIONS**

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

a. Background Check/Criminal History

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

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

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

b. Sexual Misconduct

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

2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined

in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336.

## 15. INSPECTION OF BOOKS AND RECORDS

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

## 16. NONDISCRIMINATION

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

## 17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

## 18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the

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

## 19. DISPUTES

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

## 20. CONFIDENTIALITY

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

## 21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

## 22. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR

each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

## 23. SEVERABILITY

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

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

## 24. ENTIRE AGREEMENT

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

## 25. NOTICES

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

## 26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 6 and 17); extended reporting

period requirements for professional liability insurance (Section 7(a)); inspection and keeping of records and books (Section 15); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

## 27. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 15 of this Contract.

## 28. PUBLIC RECORDS ACT

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

**- This section left blank intentionally -**

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

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

| **Karyn K. Oldfield** | **Benton-Franklin Counties Juvenile Justice Center** |
|---|---|
| 7-13-23 | 7/25/2023 |
| **Karyn K. Oldfield** **Date** | **David Wheeler** **Date**<br>**Juvenile Court Administrator** |
| **BENTON COUNTY APPROVAL** | **FRANKLIN COUNTY APPROVAL** |
| Approved as to Form:<br>Stephen Hallstrom 07/13/23<br>Stephen Hallstrom, Deputy Prosecuting Attorney Date | Approved as to Form:<br>_____<br>Civil Deputy Prosecuting Attorney Date |
| By: _____<br>Name: _____<br>Title: _____<br>Date: _____ | By: _____<br>Name: _____<br>Title: _____<br>Date: |
| Attest:<br>Clerk of the Board: _____ | Attest:<br>Clerk of the Board: _____ |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Accepting a local solid waste financial assistance grant from the Washington State Department of Ecology |
| **Presenter:** | N/A |
| **Prepared By:** | S. 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 2023 – June 2025 Grant funding cycle. The attached agreement SWMLSWFA-2023-BeCoSW-00141 between the State of Washington Department of Ecology and Benton County Solid Waste is for a maximum of $682,720.67, with a 75% match from State funds ($512,040.50) and a 25% match from County and participating City funds ($170,680.17). City participation is based on population numbers.

This funding will reimburse expenses for the operations of the MRW facility located at 1709 South Ely Street and the hosting of Household Hazardous Waste (HHW) mobile events for residents in outlying areas around the county.

In order to receive the funds the County must execute an agreement with the Department of Ecology. The agreement has been reviewed by the prosecuting attorney's office.

## Fiscal Impact

There is no impact on current expense monies, as the Solid Waste Department collects a waste collection surcharge on garbage collections in unincorporated Benton County to fund its activities. The Solid Waste fund will contribute $29,783.69 over the two-year period, if all grant funds are spent.

## Recommendation

We recommend the Board of Commissioners approve and sign the agreement SWMLSWFA-2023-BeCoSW-00141 between the State of Washington Department of Ecology and Benton County Solid Waste

## Suggested Motion

Motion to approve as part of the consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF ACCEPTING A LOCAL SOLID WASTE FINANCIAL ASSISTANCE GRANT FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY**

**WHEREAS,** each year the County applies for a grant from the Washington State Department of Ecology to support its Household Hazardous Waste collection program consistent with the County Solid Waste plan; and

**WHEREAS,** the Department of Ecology has approved a grant to Benton County for the time period beginning July 1, 2023 and ending June 30, 2025 in the amount of $682,720.67; and

**WHEREAS,** Agreement No. SWMLSWFA-2023-BeCoSW-00141 has been provided for the County to execute in order to receive the funding; and

**WHEREAS,** the agreement has been reviewed by the Prosecuting Attorney's office and approved as to form; **NOW, THEREFORE,**

**BE IT RESOLVED,** that the Board of County Commissioners hereby accepts the grant of $682,720.67 from the Washington State Department of Ecology as outlined in Agreement No. SWMLSWFA-2023-BeCoSW-00141 to carry out the stated solid waste collection activities in Benton County; and

**BE IT FURTHER RESOLVED,** that the Chairman of the Board of County Commissioners be, and hereby is, authorized to execute said agreement on behalf of Benton County.

Dated this _____ day of_____, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Public Works S. Berry

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
**co.benton.wa.us**

APPROVED AS TO FORM:

This Solid Waste Management Local Solid Waste Financial Assistance Agreement between The State of Washington Department of Ecology and Benton County Solid Waste is Approved as to Form.

LeeAnn Holt, Deputy Prosecuting Attorney

# Agreement No. SWMLSWFA-2023-BeCoSW-00141

**SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**BENTON COUNTY SOLID WASTE**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and BENTON COUNTY SOLID WASTE, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

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## GENERAL INFORMATION

| | |
|---|---|
| Project Title: | P&I Benton Co SW |
| Total Cost: | $1,135,208.00 |
| Total Eligible Cost: | $682,720.67 |
| Ecology Share: | $512,040.50 |
| Recipient Share: | $170,680.17 |
| The Effective Date of this Agreement is: | 07/01/2023 |
| The Expiration Date of this Agreement is no later than: | 06/30/2025 |
| Project Type: | Planning & Implementation |

Project Short Description:
Benton County Solid Waste will spend $682,720.67 to operate their moderate risk waste (MRW) facility and host special collection events in order to collect and properly manage 147,100 Pounds of household hazardous waste (HHW)

Project Long Description:
See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

## RECIPIENT INFORMATION

Organization Name: BENTON COUNTY SOLID WASTE

Federal Tax ID: 91-6001296
UEI Number: HG29NCPLDG56

Mailing Address: PO Box 1001
Prosser, WA 99350

Physical Address: 620 Market Street
Prosser, Washington 99350

Organization Email: publicworks@co.benton.wa.us

### Contacts

| | |
|---|---|
| **Project Manager** | Jackie Mayfield<br>Administrative Assistant<br><br>620 Market Street<br>Prosser, Washington 99350<br>Email: jackie.mayfield@co.benton.wa.us<br>Phone: (509) 786-5611 |
| **Billing Contact** | Jackie Mayfield<br>Administrative Assistant<br><br>620 Market Street<br>Prosser, Washington 99350<br>Email: jackie.mayfield@co.benton.wa.us<br>Phone: (509) 786-5611 |
| **Authorized Signatory** | Shela J Berry<br>CFO<br><br>620 Market Street<br>Prosser, Washington 99350<br>Email: shela.berry@co.benton.wa.us<br>Phone: (509) 786-5611 |

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

### Contacts

| | |
|---|---|
| **Project Manager** | Michelle Mulrony<br><br>1250 W Alder St.<br>Union Gap, Washington 98903-0009<br>Email: mmul461@ecy.wa.gov<br>Phone: (509) 406-3959 |
| **Financial Manager** | Michelle Mulrony<br><br>1250 W Alder St.<br>Union Gap, Washington 98903-0009<br>Email: mmul461@ecy.wa.gov<br>Phone: (509) 406-3959 |
| **Technical Advisor** | Michelle Mulrony<br><br>1250 W Alder St.<br>Union Gap, Washington 98903-0009<br>Email: mmul461@ecy.wa.gov<br>Phone: (509) 406-3959 |

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Peter Lyon Date

Solid Waste Management

Acting Program Manager

Template Approved to Form by
Attorney General's Office

BENTON COUNTY SOLID WASTE

By: _____

Shela J Berry Date

CFO

Will McKay

Chairman of the Board Date

**SCOPE OF WORK**

Task Number: 1 **Task Cost:** $682,720.67

Task Title: MRW Collection and Management

Task Description:
The RECIPIENT will operate the Moderate Risk Waste (MRW) facility which is anticipated to be operational in the Summer of 2023 in Kennewick. The facility exists to provide residents with a safe and convenient drop off of their Household Hazardous Waste (HHW) in an effort to improve the quality of the environment by removing illegal dumping and or improper disposal of the material.

RECIPIENT will follow all applicable local or state requirements to operate a MRW facility. RECIPIENT or delegate is responsible for worker safety training. RECIPIENT will provide appropriate Personal Protective Equipment (PPE) for all workers. PPE can include safety vests, gloves, eye protection, and other supplies or tools necessary to complete the work safely.

RECPIENT is accepting waste from businesses that designate as Small Quantity Generators (SQG) by appointment only. If shipment/disposal bills for SQG waste cannot be separated from HHW, then a fee must be charged to each business to cover disposal costs and those fees must be itemized as a credit to the task.

RECIPIENT expects to host two special HHW collection events in the rural areas of the county so that disposal options are accessible to all residents.

Costs, products, and materials covered by existing product stewardship organizations such as E-Cycle Washington, LightRecycle Washington, Call2Recycle, and PaintCare or by new product stewardship organizations that are fully implemented during this agreement period are not reimbursable by this grant program. RECIPIENT is currently in the process of contracting with PaintCare and will not charge any products covered under the PaintCare program to this grant at anytime during the agreement.

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, and must provide a draft copy for review and approval ten (10) business days prior to production and distribution of materials.

Costs Eligible for Reimbursement
- Staff salaries and benefits, and up to 30% indirect on this cost
- Contractor costs
- Supplies and tools necessary to implement the task work (description and use must be clearly communicated in the Item Description on the Expenditures Table)
- Mileage or fuel and maintenance for vehicles and equipment necessary to implement the task work
- Costs not listed here but approved in writing by ECOLOGY

Costs Ineligible for Reimbursement

- Overtime unless the individual spent 100 percent of their time on LSWFA activities in the core 40-hour work week
- Disposal costs for the management of waste accepted from businesses that designate as Small Quantity Generators
- Costs covered by existing product stewardship organizations and costs covered by new product stewardship organizations that are fully implemented during this agreement period
- Costs at collection events that are covered by product stewardship organizations
- Staff participation in trainings, workshops and or conferences not pre-approved in writing by ECOLOGY
- Costs of membership in civic, business, technical and or professional organizations not pre-approved in writing by ECOLOGY
- Costs not supported with required documentation

Task Goal Statement:
The goal of this task is to provide residents with a safe and convenient drop off of their Household Hazardous Waste (HHW) in an effort to improve the quality of the environment by providing an alternative to illegal dumping and or improper disposal of this material.

Task Expected Outcome:
With the task budget, RECIPIENT expects, to collect and properly manage 147,100 Pounds of HHW.

Recipient Task Coordinator: Jackie Mayfield

**MRW Collection and Management**

**Deliverables**

| Number | Description | Due Date |
|---|---|---|
| 1.1 | Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium. | |

## BUDGET

### Funding Distribution EG230407

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: P&I Benton Co SW
Funding Type: Grant
Funding Effective Date: 07/01/2023
Funding Expiration Date: 06/30/2025

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 Rate: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

| P&I Benton Co SW | Task Total |
|---|---|
| MRW Collection and Management | $ 682,720.67 |
| | **Total: $ 682,720.67** |

## Funding Distribution Summary

### Recipient / Ecology Share

| Funding Distribution Name | Recipient Match % | Recipient Share | Ecology Share | Total |
|---|---|---|---|---|
| P&I Benton Co SW | 25.00 % | $ 170,680.17 | $ 512,040.50 | $ 682,720.67 |
| **Total** | | **$ 170,680.17** | **$ 512,040.50** | **$ 682,720.67** |

## AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

## SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, ECOLOGY will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by ECOLOGY. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

ECOLOGY's Solid Waste Management (SWM) program will implement a reporting assessment for all RECIPIENTs of grants administered through the SWM program. The assessment determines the RECIPIENT reporting level required throughout the biennium. If RECIPIENT administrative performance or changes in project circumstances trigger a reassessment, RECIPIENT will be notified of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each Payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. ECOLOGY shall have the right to deny reimbursement of payment requests received after this date.

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

## GENERAL TERMS AND CONDITIONS

**Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Award of the Three Rivers Behavioral Health Recovery Center Project to Bouten Construction Company |
| **Presenter:** | |
| **Prepared By:** | Robert Blain |
| **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

On March 24, 2023, Benton County received approval from the Capital Projects Advisory Review Board (CPARB) to use the Progressive Design Build process for the Three Rivers Behavioral Health Recovery Center Project.

On May 16, 2023, the County advertised for Statements of Qualifications for design build teams starting the selection process for the Progressive Design Build Project.

The County received five responses. After reviewing, the Selection Committee shortlisted two teams. The two teams participated in a site walk and a proprietary meeting then submitted proposals for the project and were scored.

Bouten Construction Company received the highest score. The Selection Committee recommends award of the Three Rivers Behavioral Health Recovery Center Project to Bouten Construction Company. A contract will be brought back to the Board at a later date.

## Fiscal Impact

**Amount:** N/A

**Fund:** N/A

## Recommendation

The selection committee recommends that the Board concur and award the Three Rivers Behavioral Health Recovery Center Project to Bouten Construction Company.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AWARDING THE THREE RIVERS BEHAVIORAL HEALTH RECOVERY CENTER PROJECT TO BOUTEN CONSTRUCTION COMPANY, RICHLAND, WASHINGTON**

**WHEREAS,** On March 24, 2023, Benton County received approval from the Capital Projects Advisory Review Board (CPARB) to use the Progressive Design Build process for the Three Rivers Behavioral Health Recovery Center Project; and

**WHEREAS,** On May 16, 2023, the County advertised for Statements of Qualifications for design build teams starting the selection process for the Progressive Design Build project; and

**WHEREAS,** five responses were received and the Selection Committee shortlisted two teams; and

**WHEREAS,** Bouten Construction Company received the highest score after participating in a long and thorough selection process; and

**WHEREAS,** the Selection Committee is recommending award of the Three Rivers Behavioral Health Recovery Center project to Bouten Construction Company; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of County Commissioners concurs with the Selection Committee's recommendation and awards the Three Rivers Behavioral Health Recovery Center project to Bouten Construction Company, Richland, Washington; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners direct staff to prepare a contract with Bouten Construction Company, Richland, Washington, to be brought back to the Board for approval at a later date.

Dated this 22nd day of August, 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement R. Blain
cc: R.Blain Bouten Construction Company

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Authorization to purchase three (3) 2023 Ford Maverick Trucks from Clary Longview, LLC dba Bud Clary Ford/Hyundai utilizing WA State Contract No. 05916 |
| **Presenter:** | |
| **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 Equipment Rental and Revolving Fund (ER&R) policy and procedures, the Fleet Manager has identified equipment #1106 needs replacement. This vehicle is currently in the ER&R replacement program. Vehicle #1106 will be replaced with a 2023 Ford Maverick Truck.

The Public Works Department has added additional staff to their department and has identified a need for two (2) additional vehicles. The Fleet Manager recommends purchasing two (2) 2023 Ford Mavericks.

Clary Longview, LLC is the current state contract vehicle vendor and has the vehicle available for purchase off Washington State Contract No. 05916.

The Fleet Manager recommends purchasing three (3) 2023 Ford Maverick Trucks, one to replace vehicle #1106 for use by the Planning Department and two (2) additional vehicles for use by the Public Works Department. Vehicle #1106 shall be declared surplus and disposed of pursuant to County surplus policies.

The Agreement has been reviewed and approved by our deputy prosecuting attorney and has been signed by Clary Longview, LLC dba Bud Clary Ford/Hyundai.

In accordance with the with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures*, all vehicles purchased will be managed and maintained by ER&R and placed in the ERR replacement program.

## Fiscal Impact

**Amount:** $87,372.00 excluding WSST

**Fund:** ER&R

## Recommendation

The Fleet Manager recommends the Board authorize the purchase of three (3) 2023 Ford Maverick Trucks, two (2) for the Public Works Department and one for the Planning Department in an amount not to exceed $87,372.00 excluding WSST from Clary Longview LLC, dba Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916 and place all three (3) vehicles in the ER&R replacement program.

## 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 THREE (3) 2023 FORD MAVERICK TRUCKS FROM CLARY LONGVIEW, LLC DBA BUD CLARY FORD/HYUNDAI UTILIZING WASHINGTON STATE CONTRACT NO. 05916 FOR USE BY THE PUBLIC WORKS DEPARTMENT AND PLANNING DEPARTMENT**

**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 #1106 needs replacement; and

**WHEREAS,** the Public Works Department has added additional staff to their department and has identified a need for two (2) additional vehicles; and

**WHEREAS,** Washington State Contract No. 05916 allows for the purchase of vehicles from Clary Longview, LLC dba Bud Clary Ford/Hyundai Longview, WA; and

**WHEREAS,** vehicle #1106 will be replaced with a 2023 Ford Maverick Truck for use by the Planning Department; and

**WHEREAS,** two (2) new 2023 Ford Maverick Trucks will be purchased for use by the Public Works Department; and

**WHEREAS,** a Purchase Agreement has been prepared to allow the purchase of these vehicles utilizing the Washington State Contract No. 05916, has been approved and signed by our Deputy Prosecuting Attorney, and has been signed by Clary Longview, LLC dba Bud Clary Ford/Hyundai; and

**WHEREAS,** the Fleet manager recommends purchasing three (3) 2023 Ford Maverick Trucks, one vehicle will replace vehicle #1106 and the other two (2) will be added to the Fleet; and

**WHEREAS,** vehicle #1106 should be declared surplus and disposed of pursuant to County surplus property policies; and

**WHEREAS,** in accordance with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures*, all vehicles purchased will be managed and maintained by ER&R and placed in the ERR replacement program; **NOW, THEREFORE**,

**BE IT RESOLVED,** the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the purchase of three (3) 2023 Ford Maverick Trucks, with the total amount not to exceed $87,372.00 excluding WSST from Clary Longview, LLC dba Bud Clary Ford/Hyundai, Longview, WA, utilizing Washington State Contract No. 05916; and

**BE IT FURTHER RESOLVED,** vehicle #1106 is declared surplus and may be disposed of pursuant to County Surplus policy; and

**BE IT FURTHER RESOLVED,** the Chairman is hereby authorized to sign said Purchase Agreement; and

**BE IT FURTHER RESOLVED,** all vehicles purchased will be managed and maintained by ER&R and placed in the ER&R replacement fund.

Dated this 22nd day of August 2023

_____
Chairman of the Board

_____
Chairman ProTem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest_____
Clerk of the Board

Original: Purchasing Dept.
cc: Auditor, Bud Clary Ford/Hyundai D. Hope

DocuSign Envelope ID: ADFB30B8-A5AF-437E-9CAB-BC12893BE6CF

# 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: Clary Longview, LLC dba Bud Clary Ford/Hyundai
Vendor Code: W403
Vendor Contact: Marie Tellinghiusen ford.orders@budclary.com
Vendor Contact Phone: 360-423-4321 x10945
Vendor Principal Place of Business: 700 7th Ave, Longview, WA 98632

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

| Ship To: | Bill To: |
|---|---|
| Benton County<br>102808 Wiser Parkway<br>Kennewick, WA 99338 | Benton County<br>102808 Wiser Parkway<br>Kennewick, WA 99338 |

P.O. Date: 8/7/2023

| Quote # | | Est Qty | Unit Price | Total Price |
|---|---|---|---|---|
| | WA State Contract 05916-Motor Vehicles | | | |
| 2023-8-84 | 2023 Ford Maverick, AWD, Crew Cab | 3 | $ 29,124.00 | $ 87,372.00 |
| | through the Washington State Master Contract Usage | | | |
| | Agreement-Contract No. 05916 per the attached quote | | | |

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916. Payment will be made to: Clary Longview, LLC, P. O. Box 127, Longview, WA 98632

| | |
|---|---|
| | - |
| SUB TOTAL = | $ 87,372.00 |
| SALES TAX = | 7,426.62 |
| TOTAL ORDER = | $ 94,798.62 |

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05916 between the State of Washington Department of Enterprise Services and Clary Longviwe, LLC dba Bud Clary Ford/Hyundai.

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

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: 102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-539-4769
Email michael.mcghan@co.benton.wa.us

Approved as to Form

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...

8/11/2023

LeeAnn Holt, Civil Deputy Prosecuting Attorney

DocuSign Envelope ID: ADFB30B8-A5AF-437E-9CAB-BC12893BE6CF

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 agreements(s) for all purposes.

Vendor Name (Print): Kathleen Brennan Title: Fleet Coordinator Date: 8/11/2023

DocuSigned by:

Vendor Signature: Kathleen Brennan
0CE15CA541C84E4...

Benton County
Board of Commissioners: _____ Date: _____
Chairman

DocuSign Envelope ID: ADFB30B8-A5AF-437E-9CAB-BC12893BE6CF

## Danica Hope

**From:** NOREPLY@des.wa.gov
**Sent:** Monday, August 7, 2023 5:42 PM
**To:** Michael McGhan
**Cc:** descarssystem@des.wa.gov
**Subject:** [EXTERNAL] Vehicle Quote - 2023-8-84 - BENTON COUNTY - 10300

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

**Vehicle Quote Number: 2023-8-84** Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 05916
Dealer: Bud Clary Ford/Hyundai (W403)
Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 10945

**Organization Information**

Organization: BENTON COUNTY - 10300
Email: Michael.McGhan@co.benton.wa.us
Quote Notes: Please submit purchase request and send PO
Vehicle Location: KENNEWICK

**Color Options & Qty**

Oxford White (YZ) - 3

Tax Exempt: N

**Vehicle Options**

| Order Code | Option Description | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|
| 2023-0825-001 | 2023 Ford Maverick (gas only), All-Wheel Drive, Crew Cab (W8F/100A) | 3 | $25,764.00 | $77,292.00 |
| 2023-0825-003 | INFORMATION ONLY: Bud Clary Ford offers a $300 Prompt Payment Discount if payment is received within 20 days of vehicle delivery. | 3 | $0.00 | $0.00 |
| 2023-0825-004 | INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. $500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. $750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled. | 3 | $0.00 | $0.00 |
| 2023-0825-010 | 2023 Ford Maverick (gas only), Intelligent All-Wheel Drive, Crew Cab, 4 1/2 ft Box, 2.0L EcoBoost DOHC, Ti-VCT, 250 HP @5500 rpm, 277 lb-ft TQ at 3000 rpm, 8-Speed Automatic Transmission, P225/65R 17in All-Season BSW Tires, 17in Sparkle Silver-painted steel wheels, full-size spare tire (W8F/100A/999/448/121WB/TT9W/51D) -- This is the BASE Vehicle, please refer to Vehicle Standard Specifications for complete description. | 3 | $0.00 | $0.00 |
| 2023-0825-201 | Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR) | 3 | $135.00 | $405.00 |

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| | | | | |
|---|---|---|---|---|
| 2023-0825-202 | Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR) | 3 | $95.00 | $285.00 |
| 2023-0825-203 | Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR) | 3 | $57.00 | $171.00 |
| 2023-0825-204 | Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR) | 3 | $43.00 | $129.00 |
| 2023-0825-205 | Mud Flaps, Front (DLR) | 3 | $88.00 | $264.00 |
| 2023-0825-206 | Mud Flaps, Rear (DLR) | 3 | $88.00 | $264.00 |
| 2023-0825-208 | Spray-In Bedliner (DLR) | 3 | $510.00 | $1,530.00 |
| 2023-0825-213 | Stock Vehicle Upcharge (Call Dealer for Availability) (DLR) | 3 | $250.00 | $750.00 |
| 2023-0825-301 | AMBER PACKAGE - Mini Lightbar Package. (4) mPower 4in LED amber warning lights, installed (2) on front grill, (2) on rear of vehicle and 17in nRoads amber Mini-bar installed on roof of vehicle or cabguard. Wired to 8-button controller. (AL301) | 3 | $2,094.00 | $6,282.00 |

**Quote Totals**

| | |
|---|---|
| **Total Vehicles:** | 3 |
| **Sub Total:** | $87,372.00 |
| **8.5 % Sales Tax:** | $7,426.62 |
| **Quote Total:** | $94,798.62 |

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Purchase of guardrail from Coral Sales Company utilizing State Contract No. 00118 |
| **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

The Benton County Public Works Department needs to purchase guardrail, terminals, cable and components to replace guardrail and guardrail components that become damaged. Guardrail, terminals, cable and components can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 00118 from Coral Sales Company.

## Fiscal Impact

**Amount:** $100,000.00 excluding WSST

**Fund:** Road Fund

## Recommendation

The Public Works Manager recommends authorizing the purchase of guardrail, terminals, cable and components from Coral Sales Company utilizing Washington State Contract No. 00118 from October 1, 2023 through September 30, 2025 at or below the current state contract rate, in an amount not to exceed $100,000.00 excluding WSST.

## Suggested Motion

Approve the resolution as part of the Consent Agenda.

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF THE PURCHASE OF GUARDRAIL, TERMINALS, CABLE AND COMPONENTS UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 00118 FROM CORAL SALES COMPANY, PORTLAND, OREGON**

**WHEREAS,** the Benton County Public Works Department needs to purchase guardrail, terminals, cable and components to replace guardrail and guardrail components that become damaged; and

**WHEREAS,** guardrail, terminals, cable and components are listed on Contract 00118 and are available from Coral Sales Company, Portland, Oregon; and

**WHEREAS,** the Public Works Manager recommends the approval of the purchase of guardrail, terminals, cable and components utilizing the Master Contract Usage Agreement-Contract No. 00118; **NOW, THEREFORE**

**BE IT RESOLVED,** that the Board of County Commissioners concurs with the recommendation of the Public Works Manager and authorizes the Public Works Department to purchase guardrail, terminals, cable and components from Coral Sales Company, Portland, Oregon utilizing the Washington State Master Contract Usage Agreement-Contract No. 00118 from October 1, 2023 through September 30, 2025, at or below the current state contract rate in an amount not to exceed $100,000.00 excluding WSST.

Dated this 22nd day of August, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement D. Hope
cc: Auditor, PA, Coral Sales

DocuSign Envelope ID: 4A8F5232-1E74-46E0-91D9-B7D215C50FFD

# PURCHASE AGREEMENT
## Benton County, Washington

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

**RESOLUTION No: _____**

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

Vendor: Coral Sales Company
Vendor Code: W232
Vendor Contact: Jamie Bernstein jamie@coralsales.com
Vendor Contact Phone: (503) 655-6351
Vendor Principal Place of Business: 9838 SE 17th Ave. Portland, OR 97222

Ship To: Benton County Road Dept.
102808 Wiser Parkway Kennewick, WA
and
14303 N. Hinzerling Rd. Prosser, WA
Order Form will specify delivery location

Benton County Public Works
P.O. Box 1001
Prosser, WA 99350

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

P.O. Date:
Delivery Date: Varies

| Line | Description | Qty | | |
|---|---|---|---|---|
| | WA State Contract 00118-Guardrail, Terminals, | | | |
| | Cable and Components | | | |
| | | | | |
| | Purchase guardrails, terminals, cable and components | | | |
| | through the use of the Washington State Master | | | |
| | Contract Usage Agreement-Contract No. 00118 | | | |
| | from October 1, 2023 through September 30, 2025 | | | |
| | at the current state contract rate in an amount | | | |
| | not to exceed $100,000.00 | variable | as per State | |
| | | | Contract 00118 | |
| | | | | |

**Please note the Washington State Sales Tax for delivery to the Wiser Parkway is 8.1% and the Washington State Sales Tax for delivery to the Hinzerling Road location is 8.7%.**

| | |
|---|---|
| SUB TOTAL = | $ - |
| SALES TAX = | $ - |
| TOTAL ORDER NOT TO EXCEED | $ 100,000.00 |

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 00118 as amended, between the State of Washington Department of Enterprise Services and Coral Sales

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

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Clayton Rawlings
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-546-1782
Email clayton.rawlings@co.benton.wa.us

Approved as to Form (Deputy Prosecutor): DocuSigned by: LeeAnn Holt 8/7/2023
D9A9308B67BB475... LeeAnn Holt, Civil DPA

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Diane Grant DocuSigned by: Title: CORAL SALES CO Date: 8/8/2023

Vendor Signature: Diane Grant
7F11A3BCA0B44ED...

Chairman
Benton County
Board of Commissioners: _____ Date:_____
Chairman

Member
Benton County
Board of Commissioners: _____ Date:_____
Commissioner

Chairman Pro-Tem
Benton County
Board of Commissioners: _____ Date:_____
Chairman Pro-Tem

# COMMISSIONERS' AGENDA ACTION SHEET

| | |
|---|---|
| **Meeting Date:** | August 22, 2023 |
| **Subject:** | Authorizing payment to Meier Enterprises, Inc. for the Coroner's Autopsy Ventilation System Upgrade Project |
| **Presenter:** | |
| **Prepared By:** | D. Hope |
| **Reviewed By:** | Purchasing Department |

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

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

## Summary / Background Information

Benton County entered into a contract with Meier Enterprises, Inc. for the design of the Coroner's Autopsy Ventilation System Upgrade Project. A contract with Meier was executed on September 13th, 2022, Resolution #2022-658. The contract lapsed on March 30, 2023 before an amendment could be executed. The invoice is for work completed in April 2023.

These costs and fees were incurred after the contract expired for preparation of the AIA Construction Contract. These expenses were within the original scope of work and budget.

A new contract has been negotiated for the remaining work to be completed on the project and will expire February 28, 2024.

The Director of Operations and Capital Programs is seeking authorization by the Board for payment to Meier Enterprises, Inc. in the amount of $698.28 excluding WSST.

## Fiscal Impact

**Amount:** $698.28 excluding WSST

**Fund:** Capital Fund

## Recommendation

Approve the payment to Meier Enterprises, Inc. in the amount of $698.28 excluding WSST.

## Suggested Motion

Approve as part of the consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AUTHORIZING PAYMENT TO MEIER ENTERPRISES, INC. FOR THE CORONER'S AUTOPSY VENTILATION SYSTEM UPGRADE PROJECT**

**WHEREAS,** Benton County entered into a contract with Meier Enterprises, Inc. for the design of the Coroner's Autopsy Ventilation System Upgrade Project; and

**WHEREAS**, a contract was executed on September 13, 2022, Resolution #2022-658 and expired on March 30, 2023 in the amount of $6,800.00; and

**WHEREAS**, these costs and fees were incurred after the initial contract expiration date for preparation of the AIA construction contract; and

**WHEREAS,** the work was included in the original scope and budget for the design of the ventilation system; and

**WHEREAS**, the Director of Operations and Capital Programs is seeking authorization from the Board of Commissioners for payment to Meier Enterprises, Inc., Kennewick, WA in the amount of $698.28 excluding WSST; **NOW, THEREFORE,**

**BE IT RESOLVED,** the Board of Benton County Commissioners hereby authorizes payment to Meier Enterprises, Inc., of Kennewick, WA in the amount of $698.28 excluding WSST.

Dated this 22nd day of August 2023.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Orig.: Purchasing Dept. D. Hope
cc: Auditor, PA, Meier

Meier
ARCHITECTURE • ENGINEERING
12 W. Kennewick Avenue
Kennewick, WA 99336
P: 509.735.1589 F: 509.783.5075
www.meierinc.com

Robert Blain
Benton County
PO Box 910
Prosser, WA 99350

May 11, 2023
Invoice No: 23525

Project Manager Colin Bates

Project 22-09051 BC Autopsy Ventilation System Upgrade

**Professional Services for the Period: April 1, 2023 to April 28, 2023**

Billing Group 3 Construction Support

**Professional Services**

| | | Hours | Rate | Amount | |
|---|---|---|---|---|---|
| Senior Project Manager | | 3.00 | 152.00 | 456.00 | |
| Mid Level Engineer | | 1.00 | 120.00 | 120.00 | |
| Totals | | 4.00 | | 576.00 | |
| **Total Labor** | | | | | **576.00** |

**Reimbursable Expenses**

Miscellaneous

| | | | | | |
|---|---|---|---|---|---|
| 4/4/2023 | Chase Card Services-VISA | AIA Forms | | 122.28 | |
| **Total Reimbursables** | | | | **122.28** | **122.28** |

| **Billing Limits** | **Current** | **Prior** | **Billed to Date** |
|---|---|---|---|
| Total Billings | 698.28 | 304.00 | 1,002.28 |
| Contract Maximum | | | 6,800.00 |
| Remaining | | | 5,797.72 |

**Billing Group Total** **$698.28**

**Total Amount Due This Invoice** **$698.28**

We accept Visa, Mastercard and American Express. https://meierarchitecht.securepayments.cardpointe.com/pay? All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

**Order Submitted!**

Click the link below to access your purchase immediately. You can access your purchase history by selecting Purchase History from My Account

## Your Order Details (1 Item)

### A104-2017

Access Your Document

A104™ – 2017 Standard Abbreviated Form of Agreement Between Owner and Contractor

**$99.99 | One time use: Editable document**

Order No. 2114411669

## Order summary

| | |
|---|---|
| **1 item:** | $99.99 |
| **Estimated tax:** | $8.70 |
| **Total:** | **$108.69** |

Proj 9051

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0010 DEPARTMENT NUMBER 125

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Katie Gillies

EXHIBIT "A"

# BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Traffic Control  Dept Nbr: 125

Fund Name: Current Expense  Fund Nbr: 0010

TRANSFER FROM: **Dept. 125**  TRANSFER TO: **Dept.** 125

| BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT | BASE SUB (6 digit) | LINE ITEM (4 digit) | LINE ITEM NAME | AMOUNT |
|---|---|---|---|---|---|---|---|
| 5217000 | 51530 | Deputy | $20,000 | 5217000 | 51925 | Overtime | $20,000 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | | | $20,000 | TOTAL | | | $20,000 |

Explanation:

Moving Funds from deputy line to cover current excess in overtime due to staffing shortages, homicides, SWAT and SIU Investigations.

Prepared by: Katie Gillies  Date: 8/9/23

Approved ❑  Denied ❑  Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner