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, September 12, 2023, 9:00 AM
Commissioners' Hearing Room, Benton County Administration Building
7122 W. Okanogan Place, Building E, 3rd Floor, Suite E-303
Kennewick, 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 29, 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 08/25/23
- b. Accounts Payable – Check Posting List for 08/25/23 Special Run
- c. Accounts Payable – Check Posting List for 09/01/23

Corrections
- d. Contract w/Corrections Consulting Services, LLC for Prison Rape Elimination Act Auditing Certification Services
- e. Purchase of Conductive Distraction & De-escalation Devices From Compliant Technologies

Human Services
- f. Agreement w/Breanna Zavicar for Drug & Alcohol Prevention Services
- g. Agreement w/Tanya Logston for Drug & Alcohol Prevention Services

Information Technology
- h. Declaration of Surplus Property

Juvenile
- i. Contract Amendment No.1 w/Apollo Mechanical Contractors Facility Service for Kitchen Maintenance Services

j. Interagency Agreement w/State of WA, Administrative Office of the Courts for CASA/Volunteer Guardian Ad Litem Programs

Office of Public Defense

k. Amending Superior Drug Court Public Defense Services Agreement w/Deric Orr for Increased Compensation

Planning

l. Interagency Agreement w/Benton County Conservation District for the Voluntary Stewardship Program Work Plan

m. Short Plat Vacation – SPV 2023-002

Purchasing

n. Authorization to Advertise & Bid the Two Rivers Park Boardwalk Project

o. Authorizing the County Administrator to Advertise, Bid, Award & Execute Contract for the Red Mountain Access Road Construction Project

p. Contract w/Walla Water, Inc. for the Garage Door Panels Replacement @ the Fleet Maintenance Facility

q. Purchase of Two Traffic Message Boards From Intermountain Sign & Safety, Inc. for the Public Works Department

r. Accepting Work Performed by Booth and Sons Construction, Inc. for the Moderate Risk Waste Facility Retrofit Project

s. Memorandum of Understanding w/State of WA Department of Natural Resources Public Land Survey Office

t. Ratifying Change Order #1 w/Chervenell Construction Company for the Juvenile Justice Remodel Project

Workforce Development Council

u. Appointing John Dickson to Fill Government Position

Scheduled Business

Credit for Timed Worked for the District Court Administrator ~ C Nave

SUB 2022-004 Preliminary Plat of Blair Loop ~ M Cooke

Grant Award from WA State Health Care Authority for Same Day Visit & Transportation Program ~ Lt. Kist

Temporary Change in the Hours for the Transaction of Business for the Benton County Courthouse in Prosser ~ J MacPherson

Other Business

Adjournment

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, August 29, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Tim Brown, IT; Clerk Josie Delvin; Linda Ivey, Finance Manager; Treasurer Ken Spencer; Carlee Nave, HR Manager; Chief Deputy Prosecutor Ryan Brown; Steve Caughey, Security Program Coordinator; Amanda Watts, District Court Administrator; Auditor Brenda Chilton; Greg Wendt, Community Development Director; Brad O'Brien, Building Department Manager; Superior Court Judge Burrowes; Tiffany Runge, Superior Court Administrator

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of August 17, 2023 and August 22, 2023 were approved.

Review Agenda

The following items were added to the agenda:

- Flip Flop Friday

Public Comment

Jim Atkins, Prosser, suggested a committee be formed to see what should be done out at the Fairgrounds since this has been going on for two years. Mr. Atkins said he appreciated the communication with Commissioners Delvin and Alvarez; and wanted interaction to see who gives commissioners their performance reviews. He also made a recommendation on the agenda regarding acronyms.

Tina Gregory, Kennewick, via WebEx, mentioned that she was on the call-in line for 15 minutes last week and was not able to get through. She further indicated that there was no agenda printed in Kennewick. Ms. Gregory spoke on in-person voting, vaccinations and pornography in schools. She thanked Mr. Atkins for his comments and suggested his concerns be taken more seriously.

Mitch Nichols, Richland, via WebEx, spoke on the reorganization of the Building Department. He spoke about the challenges facing the permitting process and would like steps on the building process be administered properly and adding a permit technician was important and recommended Commissioners take a hard look at the operation of the department.

Consent Agenda

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

Auditor

a. Accounts Payable ~ Check Posting List for 08/18/23

Information Technology

b. Scope of Work w/i3-ImageSoft, LLC for Judge's Edition to Court's Case Management Software, OnBase, in District Court

Juvenile

c. Interagency Agreement w/State of WA, Administrative Office of the Courts for BECCA Services

Prosecuting Attorney

d. Line Item Transfer, Fund No. 0010, Dept. 117 for Temporary Help

Purchasing

e. Agreement w/PaintCare Washington, LLC for the Disposal of Paint Products @ the Moderate Risk Waste Facility
f. Purchase of Ford Escape from Corwin Ford Tri-Cities for the Public Works Department
g. Termination of Contract w/El Dorado Architects for the Design of the New Event Center @ the Fairgrounds
h. Contract w/Atlas Technical Consultants for On-Call Material Sampling & Testing in Public Works
i. Award & Contract w/Banlin Construction for the Administration Building Tenant Improvement Project

Sheriff

j. Line Item Transfer, Fund No. 0010, Dept. No. 121 for Overtime

Superior Court

k. Interagency Agreement w/WA State Administrative Office of the Courts for Reimbursement of Uniform Guardianship Act Appointment Services

Community Development's Building Division Reorganization

Greg Wendt and Brad O'Brien, presented on the Building Division Reorganization. Mr. Wendt indicated that in an effort to improve public service and enhance operations within the Protective

Inspection Services, they identified a need for an in-office permit technician to assist the public. They have identified a need and were requesting a reorganization that is not only budget neutral but is a cost savings. This request would be to change an open Building Inspector 1 position which is a non-bargaining grade 11 to a Permit Technician, Courthouse Grade 3 position.

Commissioner Delvin asked on the appeals process. Administrator MacPherson clarified that it was through the administrative process and that there has been discussion about the process.

Commissioner Alvarez said that it was a good move and appreciated being proactive. Commissioner McKay was excited to get this going and as a builder can appreciate the process.

MOTION: Commissioner Delvin moved to approve the line item transfer within Protective Inspection Services, Fund 1490 as presented. Commissioner Alvarez seconded and upon vote; the motion carried.

Discussion on Adult Drug Court Staffing

Judge Burrows and Tiffany Runge thanked the Board, Administration, Prosecuting Attorney and Finance Manager and appreciated the positions they held. Judge Burrowes presented the challenges and needs on drug court and reported on the following:

- History of drug court
- Recidivism
    - Total graduates
    - Total number of participants reoffending
    - Total number of participants with current pending charges
- Current participation
    - Program is limited to 50 participants in BC & 20 for FC
    - Benton County active participants: 48
    - Benton County participants waiting for approval: 8
    - Benton County participants to be transferred to the wait list: 19
    - Franklin County active participants: 10
    - Total number of participants is 85
- Current Staffing Levels
    - BC Prosecuting Attorney's Office: 1 PA
    - FC Prosecuting Attorney's Office: 1 PA
    - Office of Public Defense (OPD): 1 attorney
    - Drug Court: 1 Program Coordinator; 1 Case Manager; 1 Case Manager
- Current Limitations
    - FC – assign dedicated prosecutor
    - FC – not fully utilizing Drug Court
    - BC – increased number of participants
    - Increase staff salaries
    - Increase funding for OPD
    - Establish funding for a safe housing program
    - Increase funding for UA testing on holidays & weekends

    - Increase funding to supervise participants
    - Funding for incentive awards for Drug Court participants
- Potential Options –
    - Option 1: in the next budget cycle, request funding for staffing and salaries to include one new case manager & one new secretary. Also, increase the number of participants for Benton County and consider reducing the number of participants for Franklin County
    - Option 2: Transfer venue of Franklin County cases (10 total) to Benton County Superior Court in which a determination would need to be made on the costs for handling cases for Franklin County and enter into an interlocal agreement.

Commissioner Alvarez asked why Franklin County was not utilizing all their spots even though they were paying for them. Commissioner Alvarez said that it could be much better and asked what the requirements were. Judge Burrowes explained that he was not certain and showed an example of the monitoring process.

Commissioner Delvin asked about funding and Judge Burrowes said the original grant was done and the program was now funded by the Counties. Judge Burrowes said funding was not currently there but was on the lookout for any grants coming available. Commissioner Alvarez suggested we ask WSAC (Washington State Association of Counties) next year for grant money. Linda Ivey, Finance Manager, explained the annual agreement between the counties was Benton County paying 71% and Franklin County the rest. Ms. Ivey indicated that Benton County was funded through the Public Safety Sales Tax and Franklin County through the General Fund.

Commissioner McKay commented on someone he knows who was going through the program and could appreciate it.

Judge Burrowes indicated that at this time we could not increase the number even though he would love to and perhaps at some point increase Benton County and decrease Franklin County.

Commissioner McKay heard on the radio Franklin County Administrator Mike Gonzalez speaking regarding the need for attorneys and asked Judge Burrowes whether that was correct. Judge Burrowes said not having a defense attorney was a challenge; but appreciated the compensation being given to defense attorneys which was competitive.

Other Business

Wind Farm

Commissioner Delvin said CARES sent an email on the Wind Farm and indicated that he listened to the hearing. Commissioner Delvin would like a resolution for the next meeting. Commissioner Alvarez indicated that he was good with another resolution and indicated that he had reached out to the City of Richland regarding outreach to include fire marshal matters which Commissioner Delvin said he was good with.

Fair
Commissioner Alvarez indicated that now that the fair was over he would be looking at ways of making it more feasible to the general public and thanked Mr. Atkins for his suggestion.

Benton County Emergency Management
Commissioner Alvarez attended a meeting and discussed the tower and securing issues which they are now considering.

Courthouse
Commissioner Alvarez said he had a question regarding a report from the City of Prosser on the City moving into the Courthouse on the first floor. Commissioner Alvarez asked on any TI (tenant improvements) and whether it was practice performing a study at the County's expense. Administrator MacPherson said that doing a study was an option or the parties (County and City) could come together and figure that out which should be fairly easy. Commissioner Alvarez suggested using County staff if available.

Flip Flop Friday
Deputy Administrator Rasmussen said he had been approached by Elected Officials regarding Flip Flop Friday. Being the event was only being hosted in Kennewick, the Electeds asked whether the Courthouse in Prosser could be closed for a few hours on September 22nd to allow employees an opportunity to attend the employee appreciation luncheon. The Commissioners agreed and a resolution would be prepared in advance to allow for the closure of the Courthouse from the hours of 11 am to 2 pm on September 22, 2023.

Commissioner Meeting 09/05/23
Administrator MacPherson announced that there would be no meeting next week on 09/05/23.

Executive Session – Pending Litigation

The Board went into executive session at 9:58 a.m. for up to 20 minutes with DPA Ryan Brown to discuss pending and potential litigation. Also present were Jerrod MacPherson, Matt Rasmussen, Auditor Brenda Chilton and Marilu Flores.

The Board came out at 10:18 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved to approve the Settlement Agreement regarding the Matter of Reyes et al. vs. Chilton et al., filed in the United States District Court, Eastern District of Washington and authorized the Chair to sign on behalf of the Board. Commissioner Alvarez seconded and upon vote; the motion carried.

Commissioner Delvin made clarification on the lawsuit specifics which authorized the payment of $75,000.

Other Business- continued

Clerk Josie Delvin reminded the Board about the impact on her office regarding any changes to Superior Court to include Drug Court.

Tort Claim

CC 2023-13: Received from Paul Knutzen on August 23, 2023
CC 2023-14: Received from Jody Knutzen on August 25, 2023
CC 2023-15: Received from Charrlee Thom on August 25, 2023

Accounts Payable

Check Date: 08/18/2023

Warrants #: 248460-248559
Total all funds: $1,726,320.93

EFT's #: 560-569
Transfers #: 1079, 1088-1089
Total all funds: $71,938.70

Resolutions

2023-604: Scope of Work w/i3-ImageSoft, LLC for Judge's Edition to Court's Case Management Software, OnBase, in District Court
2023-605: Interagency Agreement w/State of WA, Administrative Office of the Courts for BECCA Services
2023-606: Line Item Transfer, Fund No. 0010, Dept. 117 for Temporary Help
2023-607: Agreement w/PaintCare Washington, LLC for the Disposal of Paint Products @ the Moderate Risk Waste Facility
2023-608: Purchase of Ford Escape from Corwin Ford Tri-Cities for the Public Works Department
2023-609: Termination of Contract w/El Dorado Architects for the Design of the New Event Center @ the Fairgrounds
2023-610: Contract w/Atlas Technical Consultants for On-Call Material Sampling & Testing in Public Works
2023-611: Award & Contract w/Banlin Construction for the Administration Building Tenant Improvement Project
2023-612: Line Item Transfer, Fund No. 0010, Dept. No. 121 for Overtime
2023-613: Interagency Agreement w/WA State Administrative Office of the Courts for Reimbursement of Uniform Guardianship Act Appointment Services
2023-614: Community Development's Building Division Reorganization
2023-615: Settlement Agreement In the Matter of Reyes Et Al.v Chilton Et Al

There being no further business before the Board, the meeting adjourned at approximately 10:21 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: 08/25/2023

Warrants# 248637-248792
Total of all Funds: $444,306.48

EFT #570-593
Transfers # 1081-1083, 1085, 1090-1092, 1097, 1102
Total of all Funds: $236,996.36

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
248637	08/25/2023	PRTD	100869	911 SUPPLY INC	08/17/2023		082523	344.59
				911 SUPPLY INC	08/17/2023		082523	371.77
				911 SUPPLY INC	08/17/2023		082523	360.90
				911 SUPPLY INC	08/17/2023		082523	398.95
				911 SUPPLY INC	08/17/2023		082523	371.77
				911 SUPPLY INC	08/17/2023		082523	447.87
				911 SUPPLY INC	08/17/2023		082523	453.30
				911 SUPPLY INC	08/11/2023		082523	464.18
				911 SUPPLY INC	08/11/2023		082523	388.08
				911 SUPPLY INC	08/11/2023		082523	388.08
				911 SUPPLY INC	08/11/2023		082523	344.59
						CHECK	248637 TOTAL:	4,334.08
248638	08/25/2023	PRTD	105828	ABU LLC	08/09/2023		082523	315.00
						CHECK	248638 TOTAL:	315.00
248639	08/25/2023	PRTD	100066	ADJ INVESTOR GROUP LLC	08/23/2023		082523	929.00
						CHECK	248639 TOTAL:	929.00
248640	08/25/2023	PRTD	100067	ADKINS, GARY	08/07/2023		082523	995.00
				ADKINS, GARY	08/07/2023		082523	795.00
				ADKINS, GARY	08/15/2023		082523	35.00
				ADKINS, GARY	08/23/2023		082523	1,095.00
						CHECK	248640 TOTAL:	2,920.00
248641	08/25/2023	PRTD	105681	AHMED N PHIPPS	08/17/2023		082523	90.00
						CHECK	248641 TOTAL:	90.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248642	08/25/2023	PRTD	105493	AJJ PROPERTY SOLUTION LLC	08/07/2023		082523	955.00
				AJJ PROPERTY SOLUTION LLC	08/07/2023		082523	640.00
				AJJ PROPERTY SOLUTION LLC	08/07/2023		082523	872.00
							CHECK 248642 TOTAL:	2,467.00
248643	08/25/2023	PRTD	100097	ALBERTSONS LLC	08/15/2023		082523	69.21
				ALBERTSONS LLC	08/15/2023		082523	149.70
				ALBERTSONS LLC	08/15/2023		082523	50.00
							CHECK 248643 TOTAL:	268.91
248644	08/25/2023	PRTD	101197	ALCOCER, JOSE S	06/22/2023		082523	590.00
							CHECK 248644 TOTAL:	590.00
248645	08/25/2023	PRTD	101320	ALYSON MANOR MOBILE ESTATES	08/23/2023		082523	649.00
							CHECK 248645 TOTAL:	649.00
248646	08/25/2023	PRTD	101346	AMERICANA APTS, INC.	08/07/2023		082523	675.80
				AMERICANA APTS, INC.	08/23/2023		082523	904.00
							CHECK 248646 TOTAL:	1,579.80
248647	08/25/2023	PRTD	101364	APOLLO MECHANICAL CONTRACTORS	08/11/2023		082523	985.15
							CHECK 248647 TOTAL:	985.15
248648	08/25/2023	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	08/16/2023		082523	24,952.82
							CHECK 248648 TOTAL:	24,952.82
248649	08/25/2023	PRTD	101108	ARELLANO, CARLOS	08/07/2023		082523	950.00
				ARELLANO, CARLOS	08/07/2023		082523	950.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	248649 TOTAL:	1,900.00
248650	08/25/2023	PRTD	101499	B C AUDITOR-PROSSER	08/14/2023		082523	840.00
						CHECK	248650 TOTAL:	840.00
248651	08/25/2023	PRTD	101527	B C WEED DIST #1	05/19/2023		082523	6,127.86
				B C WEED DIST #1	08/04/2023		082523	13,298.49
						CHECK	248651 TOTAL:	19,426.35
248652	08/25/2023	PRTD	101557	B F COMMUNITY ACTION COMMITTEE	08/15/2023		082523	6,157.40
						CHECK	248652 TOTAL:	6,157.40
248653	08/25/2023	PRTD	101550	B-F HEALTH DISTRICT CENTER	08/21/2023		082523	33,048.50
				B-F HEALTH DISTRICT CENTER	08/21/2023		082523	3,906.25
						CHECK	248653 TOTAL:	36,954.75
248654	08/25/2023	PRTD	101442	BANK OF NEW YORK MELLON, CORPORATE	08/16/2023		082523	375.00
						CHECK	248654 TOTAL:	375.00
248655	08/25/2023	PRTD	101486	BEN FRANKLIN TRANSIT	08/17/2023		082523	25.00
				BEN FRANKLIN TRANSIT	08/17/2023		082523	1,112.50
						CHECK	248655 TOTAL:	1,137.50
248656	08/25/2023	PRTD	101551	BENTON FRANKLIN HEALTH DIST. , EXP	06/01/2023		082523	25.00
						CHECK	248656 TOTAL:	25.00
248657	08/25/2023	PRTD	104869	BETTY PACHECO	08/07/2023		082523	1,050.00
						CHECK	248657 TOTAL:	1,050.00
248658	08/25/2023	PRTD	100650	BIG MAPLE PROPERTIES LLC	08/07/2023		082523	955.00
				BIG MAPLE PROPERTIES LLC	08/18/2023		082523	955.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	248658 TOTAL:	1,910.00
248659	08/25/2023	PRTD	105829	BLUE SKY HOLDINGS	08/02/2023		082523	2,600.00
						CHECK	248659 TOTAL:	2,600.00
248660	08/25/2023	PRTD	101665	BUCKINGHAM, STEPHEN ALLEN	08/07/2023		082523	725.00
						CHECK	248660 TOTAL:	725.00
248661	08/25/2023	PRTD	101670	BUDGET PRINT CENTER, INC	08/16/2023		082523	231.31
						CHECK	248661 TOTAL:	231.31
248662	08/25/2023	PRTD	101895	C I INFORMATION MANAGEMENT	07/31/2023		082523	29.74
						CHECK	248662 TOTAL:	29.74
248663	08/25/2023	PRTD	101018	CADD MICROSYSTEMS INC	08/04/2023		082523	2,340.00
						CHECK	248663 TOTAL:	2,340.00
248664	08/25/2023	PRTD	105830	CAPITOL PACIFIC REPORTING INC	06/08/2023		082523	327.13
						CHECK	248664 TOTAL:	327.13
248665	08/25/2023	PRTD	105702	CARVER RENTALS LLC	08/15/2023		082523	681.00
						CHECK	248665 TOTAL:	681.00
248666	08/25/2023	PRTD	101750	CASCADE NATURAL GAS CORP	08/09/2023		082523	14.21
				CASCADE NATURAL GAS CORP	08/09/2023		082523	14.21
				CASCADE NATURAL GAS CORP	08/11/2023		082523	15.58
						CHECK	248666 TOTAL:	44.00
248667	08/25/2023	PRTD	101685	CBVC, INC	08/09/2023		082523	6,305.66

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	248667 TOTAL:	6,305.66
248668	08/25/2023	PRTD	105603	CCG MORAIN ESTATES SPONSOR LLC	08/07/2023		082523	1,195.00
						CHECK	248668 TOTAL:	1,195.00
248669	08/25/2023	PRTD	101774	CENTRAL PARK APARTMENTS	08/15/2023		082523	500.00
						CHECK	248669 TOTAL:	500.00
248670	08/25/2023	PRTD	101795	CHEMSEARCH	04/27/2023		082523	7,841.32
						CHECK	248670 TOTAL:	7,841.32
248671	08/25/2023	PRTD	101814	CINTAS CORPORATION	08/15/2023		082523	201.41
						CHECK	248671 TOTAL:	201.41
248672	08/25/2023	PRTD	101824	CITY OF RICHLAND LANDFILL	08/08/2023		082523	54.25
				CITY OF RICHLAND LANDFILL	08/07/2023		082523	26.22
				CITY OF RICHLAND LANDFILL	08/07/2023		082523	27.36
				CITY OF RICHLAND LANDFILL	08/07/2023		082523	25.65
				CITY OF RICHLAND LANDFILL	08/04/2023		082523	24.51
				CITY OF RICHLAND LANDFILL	08/11/2023		082523	15.96
				CITY OF RICHLAND LANDFILL	08/09/2023		082523	27.93
				CITY OF RICHLAND LANDFILL	08/09/2023		082523	22.23
				CITY OF RICHLAND LANDFILL	08/10/2023		082523	38.19
				CITY OF RICHLAND LANDFILL	08/10/2023		082523	25.08
				CITY OF RICHLAND LANDFILL	08/10/2023		082523	26.22
				CITY OF RICHLAND LANDFILL	08/14/2023		082523	25.08
				CITY OF RICHLAND LANDFILL	08/14/2023		082523	26.79
				CITY OF RICHLAND LANDFILL	08/16/2023		082523	79.23
				CITY OF RICHLAND LANDFILL	08/15/2023		082523	31.92

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CITY OF RICHLAND LANDFILL	08/16/2023		082523	62.13
				CITY OF RICHLAND LANDFILL	08/17/2023		082523	38.19
						CHECK	248672 TOTAL:	576.94
248673	08/25/2023	PRTD	101842	CLEARWATER SQUARE APTS	08/07/2023		082523	1,175.75
				CLEARWATER SQUARE APTS	08/07/2023		082523	895.00
				CLEARWATER SQUARE APTS	08/17/2023		082523	895.00
						CHECK	248673 TOTAL:	2,965.75
248674	08/25/2023	PRTD	101860	COLEMAN OIL COMPANY	08/15/2023		082523	73.83
				COLEMAN OIL COMPANY	01/15/2023		082523	47.01
				COLEMAN OIL COMPANY	07/31/2023		082523	52.47
				COLEMAN OIL COMPANY	08/15/2023		082523	784.20
				COLEMAN OIL COMPANY	08/15/2023		082523	107.61
				COLEMAN OIL COMPANY	08/15/2023		082523	94.34
				COLEMAN OIL COMPANY	07/31/2023		082523	96.53
				COLEMAN OIL COMPANY	08/15/2023		082523	62.71
						CHECK	248674 TOTAL:	1,318.70
248675	08/25/2023	PRTD	101913	COMPUNET, INC	08/07/2023		082523	19,666.29
				COMPUNET, INC	08/08/2023		082523	3,206.65
				COMPUNET, INC	08/11/2023		082523	393.75
						CHECK	248675 TOTAL:	23,266.69
248676	08/25/2023	PRTD	101918	CONNELL OIL INC	08/15/2023		082523	479.35
				CONNELL OIL INC	08/15/2023		082523	72.41
						CHECK	248676 TOTAL:	551.76

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248677	08/25/2023	PRTD	101939	COPPER MOUNTAIN APARTMENTS LLC	08/07/2023		082523	1,060.00
				COPPER MOUNTAIN APARTMENTS LLC	08/22/2023		082523	2,865.00
				COPPER MOUNTAIN APARTMENTS LLC	08/22/2023		082523	107.94
				COPPER MOUNTAIN APARTMENTS LLC	08/22/2023		082523	1,187.00
						CHECK	248677 TOTAL:	5,219.94
248678	08/25/2023	PRTD	101938	COPPER RIDGE APARTMENTS	08/07/2023		082523	884.00
				COPPER RIDGE APARTMENTS	08/07/2023		082523	991.00
						CHECK	248678 TOTAL:	1,875.00
248679	08/25/2023	PRTD	101995	CROWN PAPER & JANITORIAL, SUPPLY	08/03/2023		082523	224.79
						CHECK	248679 TOTAL:	224.79
248680	08/25/2023	PRTD	101997	CROWN PROPERTY MANAGEMENT, LLC	08/07/2023		082523	615.00
						CHECK	248680 TOTAL:	615.00
248681	08/25/2023	PRTD	100175	CROWN VILLAGE KENNEWICK LLC	08/07/2023		082523	640.80
				CROWN VILLAGE KENNEWICK LLC	08/07/2023		082523	1,000.00
				CROWN VILLAGE KENNEWICK LLC	08/07/2023		082523	797.70
				CROWN VILLAGE KENNEWICK LLC	08/17/2023		082523	89.31
				CROWN VILLAGE KENNEWICK LLC	08/17/2023		082523	149.00
						CHECK	248681 TOTAL:	2,676.81
248682	08/25/2023	PRTD	102002	CULLIGAN WATER CONDITION	08/21/2023		082523	32.61
				CULLIGAN WATER CONDITION	08/21/2023		082523	79.84
						CHECK	248682 TOTAL:	112.45
248683	08/25/2023	PRTD	105730	CV THE ALEGRE LLC	08/21/2023		082523	995.00
				CV THE ALEGRE LLC	08/21/2023		082523	995.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CV THE ALEGRE LLC	08/21/2023		082523	995.00
							CHECK 248683 TOTAL:	2,985.00
248684	08/25/2023	PRTD	105284	DAVID UTTER	08/18/2023		082523	50.00
							CHECK 248684 TOTAL:	50.00
248685	08/25/2023	PRTD	100801	DESERTBROOK APARTMENTS	07/31/2023		082523	1,100.00
							CHECK 248685 TOTAL:	1,100.00
248686	08/25/2023	PRTD	102095	DICKINSON, EVAN ANDREW	08/07/2023		082523	417.00
							CHECK 248686 TOTAL:	417.00
248687	08/25/2023	PRTD	102180	EL DORADO TOWNHOUSES	08/23/2023		082523	1,300.00
							CHECK 248687 TOTAL:	1,300.00
248688	08/25/2023	PRTD	102248	EVERSTAR REALTY INC	08/07/2023		082523	850.00
				EVERSTAR REALTY INC	08/15/2023		082523	781.00
				EVERSTAR REALTY INC	08/10/2023		082523	665.00
							CHECK 248688 TOTAL:	2,296.00
248689	08/25/2023	PRTD	100977	EXPRESS EMPLOYMENT, PROFESSIONALS	08/02/2023		082523	4,028.96
							CHECK 248689 TOTAL:	4,028.96
248690	08/25/2023	PRTD	102284	FEENEY LAW OFFICE, PLLC	08/16/2023		082523	1,837.50
							CHECK 248690 TOTAL:	1,837.50
248691	08/25/2023	PRTD	100732	FIRST CREEKSIDE LLC	08/07/2023		082523	970.00
							CHECK 248691 TOTAL:	970.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248692	08/25/2023	PRTD	102331	FITT 513 LLC	08/07/2023		082523	825.00
					CHECK		248692 TOTAL:	825.00
248693	08/25/2023	PRTD	102374	FRED MEYER STORES	08/15/2023		082523	250.00
				FRED MEYER STORES	08/15/2023		082523	275.00
					CHECK		248693 TOTAL:	525.00
248694	08/25/2023	PRTD	105441	GLATZER LAW OFFICE PLLC	08/01/2023		082523	9,416.67
					CHECK		248694 TOTAL:	9,416.67
248695	08/25/2023	PRTD	100741	GLEASON LAW OFFICE LLC	08/01/2023		082523	11,400.00
					CHECK		248695 TOTAL:	11,400.00
248696	08/25/2023	PRTD	102460	GOODWILL INDUSTRIES OF THE, COLUMBI	08/15/2023		082523	8,873.32
					CHECK		248696 TOTAL:	8,873.32
248697	08/25/2023	PRTD	102474	GRAINGER	07/14/2023		082523	65.84
					CHECK		248697 TOTAL:	65.84
248698	08/25/2023	PRTD	102485	GREEN DRAGON INVESTMENTS, LLC	08/07/2023		082523	1,050.00
				GREEN DRAGON INVESTMENTS, LLC	08/07/2023		082523	1,150.00
				GREEN DRAGON INVESTMENTS, LLC	08/07/2023		082523	1,000.00
				GREEN DRAGON INVESTMENTS, LLC	08/15/2023		082523	1,350.00
				GREEN DRAGON INVESTMENTS, LLC	08/15/2023		082523	600.00
				GREEN DRAGON INVESTMENTS, LLC	08/15/2023		082523	1,200.00
				GREEN DRAGON INVESTMENTS, LLC	08/23/2023		082523	1,200.00
					CHECK		248698 TOTAL:	7,550.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248699	08/25/2023	PRTD	102485	GREEN DRAGON INVESTMENTS, LLC	08/15/2023		082523	3,000.00
						CHECK	248699 TOTAL:	3,000.00
248700	08/25/2023	PRTD	105581	GREG COOK	08/07/2023		082523	650.00
						CHECK	248700 TOTAL:	650.00
248701	08/25/2023	PRTD	100791	HEATHERSTONE PRESERVATION LP	08/07/2023		082523	636.00
				HEATHERSTONE PRESERVATION LP	08/07/2023		082523	665.00
				HEATHERSTONE PRESERVATION LP	08/15/2023		082523	4,761.00
						CHECK	248701 TOTAL:	6,062.00
248702	08/25/2023	PRTD	102601	HIGHLANDER APTS	08/09/2023		082523	1,961.00
						CHECK	248702 TOTAL:	1,961.00
248703	08/25/2023	PRTD	105781	HOLLENBERG LAW PLLC	08/16/2023		082523	1,487.50
						CHECK	248703 TOTAL:	1,487.50
248704	08/25/2023	PRTD	102638	HORN RAPIDS RV RESORT	08/07/2023		082523	550.00
						CHECK	248704 TOTAL:	550.00
248705	08/25/2023	PRTD	102646	HOUSING AUTHORITY OF THE CITY	08/23/2023		082523	829.00
				HOUSING AUTHORITY OF THE CITY	08/23/2023		082523	829.00
				HOUSING AUTHORITY OF THE CITY	08/23/2023		082523	804.00
						CHECK	248705 TOTAL:	2,462.00
248706	08/25/2023	PRTD	101092	HR & CB INC	08/07/2023		082523	708.00
				HR & CB INC	08/07/2023		082523	576.00
				HR & CB INC	08/07/2023		082523	576.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	248706 TOTAL:	1,860.00
248707	08/25/2023	PRTD	102679	IDEAL OPTION PLLC	08/03/2023		082523	27,730.50
						CHECK	248707 TOTAL:	27,730.50
248708	08/25/2023	PRTD	105461	IRVING PLACE APARTMENTS	08/14/2023		082523	500.00
						CHECK	248708 TOTAL:	500.00
248709	08/25/2023	PRTD	102764	JADWIN STEVENS APARTMENTS	08/23/2023		082523	1,105.00
						CHECK	248709 TOTAL:	1,105.00
248710	08/25/2023	PRTD	101032	JAMES A KIRK	08/07/2023		082523	955.00
						CHECK	248710 TOTAL:	955.00
248711	08/25/2023	PRTD	105786	JESSICA HORST	08/07/2023		082523	955.00
						CHECK	248711 TOTAL:	955.00
248712	08/25/2023	PRTD	105834	JL SQUARED LLC	08/17/2023		082523	1,870.00
						CHECK	248712 TOTAL:	1,870.00
248713	08/25/2023	PRTD	104920	JOHNS APT LLC	08/07/2023		082523	900.00
						CHECK	248713 TOTAL:	900.00
248714	08/25/2023	PRTD	102793	JOHNSON & ORR PLLC	08/01/2023		082523	5,740.00
						CHECK	248714 TOTAL:	5,740.00
248715	08/25/2023	PRTD	105480	JOYLANCE SFH LLC	08/07/2023		082523	528.00
						CHECK	248715 TOTAL:	528.00
248716	08/25/2023	PRTD	102822	KAMDEN PLACE	08/07/2023		082523	955.00
				KAMDEN PLACE	08/15/2023		082523	676.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		248716 TOTAL:	1,631.00
248717	08/25/2023	PRTD	102823	KAMIAKIN APTS	08/07/2023		082523	812.00
				KAMIAKIN APTS	08/07/2023		082523	928.00
				KAMIAKIN APTS	08/07/2023		082523	928.00
				KAMIAKIN APTS	08/07/2023		082523	662.00
				KAMIAKIN APTS	08/07/2023		082523	386.00
				KAMIAKIN APTS	08/07/2023		082523	547.00
				KAMIAKIN APTS	08/07/2023		082523	1,089.00
				KAMIAKIN APTS	08/07/2023		082523	928.00
				KAMIAKIN APTS	08/07/2023		082523	654.00
				KAMIAKIN APTS	08/07/2023		082523	520.00
				KAMIAKIN APTS	08/07/2023		082523	534.00
				KAMIAKIN APTS	08/07/2023		082523	519.00
				KAMIAKIN APTS	08/07/2023		082523	635.20
				KAMIAKIN APTS	08/07/2023		082523	928.00
				KAMIAKIN APTS	08/07/2023		082523	575.00
				KAMIAKIN APTS	08/15/2023		082523	647.00
				KAMIAKIN APTS	08/23/2023		082523	928.00
					CHECK		248717 TOTAL:	12,220.20
248718	08/25/2023	PRTD	102826	KEEFE COMMISSARY NETWORK, LLC	08/14/2023		082523	-14.34
				KEEFE COMMISSARY NETWORK, LLC	08/16/2023		082523	6,331.14
				KEEFE COMMISSARY NETWORK, LLC	08/16/2023		082523	-279.50
					CHECK		248718 TOTAL:	6,037.30
248719	08/25/2023	PRTD	102832	KENMORE TEAM PROPERTY, MANAGEMENT L	08/02/2023		082523	139.43

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	248719 TOTAL:	139.43
248720	08/25/2023	PRTD	105168	KENT MANOR	08/07/2023		082523	955.00
						CHECK	248720 TOTAL:	955.00
248721	08/25/2023	PRTD	100603	KIM, YOUNG	08/07/2023		082523	326.00
				KIM, YOUNG	08/07/2023		082523	300.00
						CHECK	248721 TOTAL:	626.00
248722	08/25/2023	PRTD	100447	LAKESIDE KENNEWICK LLC	08/07/2023		082523	1,174.50
						CHECK	248722 TOTAL:	1,174.50
248723	08/25/2023	PRTD	102925	LANGUAGE LINE SERVICES	07/31/2023		082523	192.38
						CHECK	248723 TOTAL:	192.38
248724	08/25/2023	PRTD	102968	LES SCHWAB TIRE CENTER	08/05/2023		082523	202.06
						CHECK	248724 TOTAL:	202.06
248725	08/25/2023	PRTD	105369	LICIA SHINZATO-FISCHER	08/10/2023		082523	120.00
						CHECK	248725 TOTAL:	120.00
248726	08/25/2023	PRTD	102989	LIFEPOINT CORPORATE SERVICES , GEN	08/07/2023		082523	171.00
				LIFEPOINT CORPORATE SERVICES , GEN	08/07/2023		082523	171.00
						CHECK	248726 TOTAL:	342.00
248727	08/25/2023	PRTD	103010	LOCKARD, BEVERLY J	08/07/2023		082523	477.00
						CHECK	248727 TOTAL:	477.00
248728	08/25/2023	PRTD	102954	LOU SOWERS PC	06/23/2023		082523	1,400.00
				LOU SOWERS PC	08/16/2023		082523	1,400.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	248728 TOTAL:	2,800.00
248729	08/25/2023	PRTD	105300	MARCUS A JOHNSON	08/07/2023		082523	700.00
						CHECK	248729 TOTAL:	700.00
248730	08/25/2023	PRTD	103108	MASON, JOHN	08/07/2023		082523	813.00
				MASON, JOHN	08/15/2023		082523	919.00
				MASON, JOHN	08/23/2023		082523	1,500.00
						CHECK	248730 TOTAL:	3,232.00
248731	08/25/2023	PRTD	105565	MENKE JACKSON BEYER LLP	07/31/2023		082523	13,924.44
						CHECK	248731 TOTAL:	13,924.44
248732	08/25/2023	PRTD	105148	MICHAEL KOLEBER	08/07/2023		082523	800.00
						CHECK	248732 TOTAL:	800.00
248733	08/25/2023	PRTD	103158	MID COLUMBIA FORKLIFT INC	08/09/2023		082523	527.01
						CHECK	248733 TOTAL:	527.01
248734	08/25/2023	PRTD	103168	MILLER PAINT COMPANY INC	08/04/2023		082523	67.50
						CHECK	248734 TOTAL:	67.50
248735	08/25/2023	PRTD	103376	O L LUTHER CO INC	07/27/2023		082523	353.20
				O L LUTHER CO INC	08/02/2023		082523	858.92
				O L LUTHER CO INC	08/02/2023		082523	1,218.07
						CHECK	248735 TOTAL:	2,430.19
248736	08/25/2023	PRTD	999997	ANDREA UPCHURCH	08/17/2023		082523	20.35
						CHECK	248736 TOTAL:	20.35

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248737	08/25/2023	PRTD	999997	YVETTE MAYFIELD	08/17/2023		082523	40.28
					CHECK		248737 TOTAL:	40.28
248738	08/25/2023	PRTD	103430	OXFORD HOUSE CHERRY WOOD	06/20/2023		082523	600.00
					CHECK		248738 TOTAL:	600.00
248739	08/25/2023	PRTD	103448	OXFORD HOUSE CLEARVIEW	08/07/2023		082523	500.00
					CHECK		248739 TOTAL:	500.00
248740	08/25/2023	PRTD	103419	OXFORD HOUSE INC	08/17/2023		082523	1,241.10
				OXFORD HOUSE INC	08/17/2023		082523	1,241.10
				OXFORD HOUSE INC	08/17/2023		082523	1,331.10
					CHECK		248740 TOTAL:	3,813.30
248741	08/25/2023	PRTD	103446	OXFORD HOUSE JADWIN	08/17/2023		082523	600.00
					CHECK		248741 TOTAL:	600.00
248742	08/25/2023	PRTD	103446	OXFORD HOUSE JADWIN	08/17/2023		082523	600.00
					CHECK		248742 TOTAL:	600.00
248743	08/25/2023	PRTD	103421	OXFORD HOUSE KEENE	06/20/2023		082523	600.00
					CHECK		248743 TOTAL:	600.00
248744	08/25/2023	PRTD	103421	OXFORD HOUSE KEENE	06/20/2023		082523	600.00
					CHECK		248744 TOTAL:	600.00
248745	08/25/2023	PRTD	103432	OXFORD HOUSE METALINE	08/17/2023		082523	600.00
					CHECK		248745 TOTAL:	600.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248746	08/25/2023	PRTD	105717	OXFORD HOUSE VAN GIESEN	08/07/2023		082523	500.00
					CHECK		248746 TOTAL:	500.00
248747	08/25/2023	PRTD	105724	PASCO HAVEN LLC	08/07/2023		082523	491.00
				PASCO HAVEN LLC	08/07/2023		082523	491.00
				PASCO HAVEN LLC	08/07/2023		082523	491.00
				PASCO HAVEN LLC	08/07/2023		082523	459.00
				PASCO HAVEN LLC	08/07/2023		082523	209.00
				PASCO HAVEN LLC	08/07/2023		082523	459.00
				PASCO HAVEN LLC	08/07/2023		082523	491.00
				PASCO HAVEN LLC	08/07/2023		082523	765.00
				PASCO HAVEN LLC	08/07/2023		082523	459.00
				PASCO HAVEN LLC	08/07/2023		082523	431.00
				PASCO HAVEN LLC	08/07/2023		082523	459.00
				PASCO HAVEN LLC	08/07/2023		082523	459.00
				PASCO HAVEN LLC	08/07/2023		082523	459.00
				PASCO HAVEN LLC	08/07/2023		082523	424.00
					CHECK		248747 TOTAL:	6,547.00
248748	08/25/2023	PRTD	103514	PC MEADOW SPRINGS, LLC	08/07/2023		082523	1,092.00
					CHECK		248748 TOTAL:	1,092.00
248749	08/25/2023	PRTD	103526	PENSER NORTHAMERICA, INC.	08/31/2023		082523	2,590.00
					CHECK		248749 TOTAL:	2,590.00
248750	08/25/2023	PRTD	103535	PERFECTION GLASS, INC.	08/17/2023		082523	3,413.18
					CHECK		248750 TOTAL:	3,413.18

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248751	08/25/2023	PRTD	103667	QUANTUM INDUSTRIES LLC	08/15/2023		082523	400.00
					CHECK		248751 TOTAL:	400.00
248752	08/25/2023	PRTD	105271	QUANTUM LEGAL PLLC	08/01/2023		082523	7,600.05
				QUANTUM LEGAL PLLC	08/02/2023		082523	4,166.00
					CHECK		248752 TOTAL:	11,766.05
248753	08/25/2023	PRTD	103686	RAMON, BERTHA	08/01/2023		082523	1,500.00
				RAMON, BERTHA	08/11/2023		082523	8,250.00
					CHECK		248753 TOTAL:	9,750.00
248754	08/25/2023	PRTD	105814	RAMONA HARRIET TAYLOR	08/07/2023		082523	900.00
					CHECK		248754 TOTAL:	900.00
248755	08/25/2023	PRTD	105180	RANDALL JOBS	08/16/2023		082523	1,748.38
					CHECK		248755 TOTAL:	1,748.38
248756	08/25/2023	PRTD	105180	RANDALL JOBS	08/16/2023		082523	2,100.00
					CHECK		248756 TOTAL:	2,100.00
248757	08/25/2023	PRTD	103748	RICHLAND MOBILE HOME PARK	08/23/2023		082523	600.00
					CHECK		248757 TOTAL:	600.00
248758	08/25/2023	PRTD	103755	RICOH USA, INC	07/19/2023		082523	437.05
				RICOH USA, INC	06/23/2023		082523	529.41
				RICOH USA, INC	07/25/2023		082523	475.32
				RICOH USA, INC	08/01/2023		082523	88.67
				RICOH USA, INC	07/13/2023		082523	335.42
				RICOH USA, INC	07/26/2023		082523	155.08

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				RICOH USA, INC	07/07/2023		082523	201.32
				RICOH USA, INC	08/07/2023		082523	201.32
						CHECK	248758 TOTAL:	2,423.59
248759	08/25/2023	PRTD	103765	RIVER PARK APARTMENTS	08/15/2023		082523	616.00
				RIVER PARK APARTMENTS	08/15/2023		082523	573.00
						CHECK	248759 TOTAL:	1,189.00
248760	08/25/2023	PRTD	105009	RODOLFO LUCATERO	08/07/2023		082523	500.00
						CHECK	248760 TOTAL:	500.00
248761	08/25/2023	PRTD	103833	SAFE HARBOR CRISIS NURSERY	08/17/2023		082523	4,200.00
						CHECK	248761 TOTAL:	4,200.00
248762	08/25/2023	PRTD	103842	SAGE CREEK APARTMENTS, LLC	08/15/2023		082523	550.00
						CHECK	248762 TOTAL:	550.00
248763	08/25/2023	PRTD	103910	SHERWIN-WILLIAMS CO	08/15/2023		082523	217.48
						CHECK	248763 TOTAL:	217.48
248764	08/25/2023	PRTD	103926	SILVER CREEK APARTMENTS	08/07/2023		082523	955.00
				SILVER CREEK APARTMENTS	08/23/2023		082523	970.00
						CHECK	248764 TOTAL:	1,925.00
248765	08/25/2023	PRTD	103930	SINCLAIR, IAN	08/01/2023		082523	12,666.67
						CHECK	248765 TOTAL:	12,666.67
248766	08/25/2023	PRTD	104027	STAPLES	08/18/2023		082523	131.39
						CHECK	248766 TOTAL:	131.39

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248767	08/25/2023	PRTD	103909	STARLITE MOTEL	08/04/2023		082523	950.00
				STARLITE MOTEL	08/07/2023		082523	950.00
				STARLITE MOTEL	08/17/2023		082523	950.00
				STARLITE MOTEL	08/22/2023		082523	950.00
					CHECK		248767 TOTAL:	3,800.00
248768	08/25/2023	PRTD	104053	STERICYCLE, INC.	08/21/2023		082523	10.36
					CHECK		248768 TOTAL:	10.36
248769	08/25/2023	PRTD	104059	STONEGATE APARTMENTS	08/07/2023		082523	546.00
				STONEGATE APARTMENTS	08/23/2023		082523	273.00
				STONEGATE APARTMENTS	08/23/2023		082523	273.00
				STONEGATE APARTMENTS	08/23/2023		082523	254.00
					CHECK		248769 TOTAL:	1,346.00
248770	08/25/2023	PRTD	104077	SUNBELT RENTALS INC	08/05/2023		082523	1,932.75
					CHECK		248770 TOTAL:	1,932.75
248771	08/25/2023	PRTD	104116	TAHITIAN MOTOR INN	08/22/2023		082523	1,170.48
					CHECK		248771 TOTAL:	1,170.48
248772	08/25/2023	PRTD	105606	THE MANAGEMENT GROUP INC	06/14/2023		082523	1,165.00
				THE MANAGEMENT GROUP INC	08/23/2023		082523	1,099.00
					CHECK		248772 TOTAL:	2,264.00
248773	08/25/2023	PRTD	103390	THE PRINT GUYS, INC	08/15/2023		082523	1,263.79
					CHECK		248773 TOTAL:	1,263.79

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248774	08/25/2023	PRTD	105114	TMG PROPERTY MANAGEMENT SERVICES	08/15/2023		082523	990.00
					CHECK		248774 TOTAL:	990.00
248775	08/25/2023	PRTD	104181	TORRES, GABRIELA	08/07/2023		082523	600.00
					CHECK		248775 TOTAL:	600.00
248776	08/25/2023	PRTD	104256	TWIN DOLPHIN APTS	08/07/2023		082523	569.00
					CHECK		248776 TOTAL:	569.00
248777	08/25/2023	PRTD	104257	TYLER TECHNOLOGIES, INC	11/30/2022		082523	12,572.52
				TYLER TECHNOLOGIES, INC	02/08/2023		082523	1,480.00
					CHECK		248777 TOTAL:	14,052.52
248778	08/25/2023	PRTD	100933	VALLEY REALTY	08/07/2023		082523	650.00
					CHECK		248778 TOTAL:	650.00
248779	08/25/2023	PRTD	104342	VILLAGE AT GRANDRIDGE	08/23/2023		082523	719.00
					CHECK		248779 TOTAL:	719.00
248780	08/25/2023	PRTD	104984	VRC COMPANIES	07/31/2023		082523	211.36
					CHECK		248780 TOTAL:	211.36
248781	08/25/2023	PRTD	104454	WA ST DEPT OF AGRICULTURE	08/14/2023		082523	25.00
					CHECK		248781 TOTAL:	25.00
248782	08/25/2023	PRTD	104454	WA ST DEPT OF AGRICULTURE	08/14/2023		082523	75.00
					CHECK		248782 TOTAL:	75.00
248783	08/25/2023	PRTD	104454	WA ST DEPT OF AGRICULTURE	08/14/2023		082523	75.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	248783 TOTAL:	75.00
248784	08/25/2023	PRTD	104454	WA ST DEPT OF AGRICULTURE	08/14/2023		082523	75.00
						CHECK	248784 TOTAL:	75.00
248785	08/25/2023	PRTD	104528	WESTERN EXTERMINATOR COMPANY	08/09/2023		082523	131.34
						CHECK	248785 TOTAL:	131.34
248786	08/25/2023	PRTD	104534	WESTERN STATES EQUIPMENT CO	08/16/2023		082523	678.63
						CHECK	248786 TOTAL:	678.63
248787	08/25/2023	PRTD	101187	WILDFLOWER KENNEWICK 127, LLC	08/07/2023		082523	865.00
				WILDFLOWER KENNEWICK 127, LLC	08/14/2023		082523	90.00
				WILDFLOWER KENNEWICK 127, LLC	08/14/2023		082523	90.00
						CHECK	248787 TOTAL:	1,045.00
248788	08/25/2023	PRTD	104566	WINCO FOODS, LLC	08/15/2023		082523	150.00
				WINCO FOODS, LLC	08/15/2023		082523	197.78
				WINCO FOODS, LLC	08/15/2023		082523	147.43
				WINCO FOODS, LLC	08/15/2023		082523	77.29
				WINCO FOODS, LLC	08/15/2023		082523	193.89
				WINCO FOODS, LLC	08/15/2023		082523	200.00
				WINCO FOODS, LLC	08/15/2023		082523	99.45
				WINCO FOODS, LLC	08/15/2023		082523	200.00
				WINCO FOODS, LLC	08/15/2023		082523	166.24
				WINCO FOODS, LLC	08/15/2023		082523	300.00
				WINCO FOODS, LLC	08/15/2023		082523	195.42
				WINCO FOODS, LLC	08/15/2023		082523	200.00
				WINCO FOODS, LLC	08/15/2023		082523	25.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		248788 TOTAL:	2,152.50
248789	08/25/2023	PRTD	104569	WINCO FOODS, LLC	08/15/2023		082523	200.00
				WINCO FOODS, LLC	08/15/2023		082523	198.37
				WINCO FOODS, LLC	08/15/2023		082523	143.78
				WINCO FOODS, LLC	08/15/2023		082523	100.00
				WINCO FOODS, LLC	08/15/2023		082523	100.00
				WINCO FOODS, LLC	08/15/2023		082523	50.00
				WINCO FOODS, LLC	08/15/2023		082523	80.00
				WINCO FOODS, LLC	08/15/2023		082523	150.00
				WINCO FOODS, LLC	08/15/2023		082523	125.00
				WINCO FOODS, LLC	08/15/2023		082523	199.40
				WINCO FOODS, LLC	08/15/2023		082523	100.00
				WINCO FOODS, LLC	08/15/2023		082523	100.00
				WINCO FOODS, LLC	08/15/2023		082523	194.55
				WINCO FOODS, LLC	08/15/2023		082523	300.00
				WINCO FOODS, LLC	08/15/2023		082523	140.00
				WINCO FOODS, LLC	08/15/2023		082523	194.20
				WINCO FOODS, LLC	08/15/2023		082523	292.91
				WINCO FOODS, LLC	08/15/2023		082523	198.02
				WINCO FOODS, LLC	08/15/2023		082523	50.00
				WINCO FOODS, LLC	08/15/2023		082523	200.00
				WINCO FOODS, LLC	08/15/2023		082523	100.00
				WINCO FOODS, LLC	08/15/2023		082523	145.86
					CHECK		248789 TOTAL:	3,362.09

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248790	08/25/2023	PRTD	105836	YOUNGHEE KIM	08/16/2023		082523	210.00
						CHECK	248790 TOTAL:	210.00
248791	08/25/2023	PRTD	104617	ZAG INVESTMENTS LLC	08/23/2023		082523	588.00
						CHECK	248791 TOTAL:	588.00
				NUMBER OF CHECKS 155			*** CASH ACCOUNT TOTAL ***	444,016.95

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	155	444,016.95

*** GRAND TOTAL *** 444,016.95

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 3162				
APP GF005000-21340	Vouchers Payable		140,932.58	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP 99900000-11120	AP Check Claims Clearing			444,016.95
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP HS850000-21340	Vouchers Payable		82,706.05	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP HH850000-21340	Vouchers Payable		66,255.72	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP VA850000-21340	Vouchers Payable		9,845.43	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP RD850000-21340	Vouchers Payable		22,696.54	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP TI850000-21340	Vouchers Payable		375.00	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP IT850000-21340	Vouchers Payable		24,076.77	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP BHF85000-21340	Vouchers Payable		4,701.15	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP PS850000-21340	Vouchers Payable		43,712.38	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP JC850000-21340	Vouchers Payable		35,998.67	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP SW850000-21340	Vouchers Payable		201.41	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP PB850000-21340	Vouchers Payable		107.61	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP EL500000-21340	Vouchers Payable		94.34	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP TC850000-21340	Vouchers Payable		3,206.65	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP BU850000-21340	Vouchers Payable		479.35	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP IB850000-21340	Vouchers Payable		6,037.30	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
APP WC850000-21340	Vouchers Payable		2,590.00	
08/25/2023 082523 082523	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		444,016.95	444,016.95
APP 99900000-80010	Due To General Fund		140,932.58	
08/25/2023 082523 082523				
APP GF001000-11110	Cash Equity			140,932.58
08/25/2023 082523 082523				
APP 99900000-81080	Due To Human Services		82,706.05	
08/25/2023 082523 082523				
APP HS810000-11110	Cash Equity			82,706.05

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
	08/25/2023	082523	082523							
APP 99900000-81540	08/25/2023	082523	082523			Due To Homeless Hsng & Assistn			66,255.72	
APP HH810000-11110	08/25/2023	082523	082523			Cash Equity				66,255.72
APP 99900000-81040	08/25/2023	082523	082523			Due To Veterans Assistance Fnd			9,845.43	
APP VA810000-11110	08/25/2023	082523	082523			Cash Equity				9,845.43
APP 99900000-81010	08/25/2023	082523	082523			Due To County Road			22,696.54	
APP RD810000-11110	08/25/2023	082523	082523			Cash Equity				22,696.54
APP 99900000-81090	08/25/2023	082523	082523			Due To Treasurers Inves Pool			375.00	
APP TI810000-11110	08/25/2023	082523	082523			Cash Equity				375.00
APP 99900000-85020	08/25/2023	082523	082523			Due To Central Services			24,076.77	
APP IT810000-11110	08/25/2023	082523	082523			Cash Equity				24,076.77
APP 99900000-81600	08/25/2023	082523	082523			Due To Behavioral Health			4,701.15	
APP BHF81000-11110	08/25/2023	082523	082523			Cash Equity				4,701.15
APP 99900000-81480	08/25/2023	082523	082523			Due To Public Safety Tax Fund			43,712.38	
APP PS810000-11110	08/25/2023	082523	082523			Cash Equity				43,712.38
APP 99900000-81150	08/25/2023	082523	082523			Due To Juvenile Center			35,998.67	
APP JC810000-11110	08/25/2023	082523	082523			Cash Equity				35,998.67
APP 99900000-81550	08/25/2023	082523	082523			Due To Solid Waste Collection			201.41	
APP SW810000-11110	08/25/2023	082523	082523			Cash Equity				201.41
APP 99900000-81500	08/25/2023	082523	082523			Due To Pest Board			107.61	
APP PB810000-11110	08/25/2023	082523	082523			Cash Equity				107.61
APP 99900000-81110	08/25/2023	082523	082523			Due To Election Reserve			94.34	
APP EL100000-11110	08/25/2023	082523	082523			Cash Equity				94.34
APP 99900000-81560	08/25/2023	082523	082523			Due To Trial Court Improvement			3,206.65	
APP TC810000-11110	08/25/2023	082523	082523			Cash Equity				3,206.65

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 99900000-81490					Due To Protective Insp Srvs Fd			479.35	
08/25/2023	082523	082523							
APP BU810000-11110					Cash Equity				479.35
08/25/2023	082523	082523							
APP 99900000-81160					Due To Inmate Benevolence Fund			6,037.30	
08/25/2023	082523	082523							
APP IB810000-11110					Cash Equity				6,037.30
08/25/2023	082523	082523							
APP 99900000-85030					Due To Workmens Compensation			2,590.00	
08/25/2023	082523	082523							
APP WC810000-11110					Cash Equity				2,590.00
08/25/2023	082523	082523							
					SYSTEM GENERATED ENTRIES TOTAL			444,016.95	444,016.95
					JOURNAL 2023/08/3162 TOTAL			888,033.90	888,033.90

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	8	3162	08/25/2023			
GF001000-11110				Cash Equity			140,932.58
GF005000-21340				Vouchers Payable		140,932.58	
					FUND TOTAL	140,932.58	140,932.58
1010 County Road	2023	8	3162	08/25/2023			
RD810000-11110				Cash Equity			22,696.54
RD850000-21340				Vouchers Payable		22,696.54	
					FUND TOTAL	22,696.54	22,696.54
1040 Veterans Assistance Fund	2023	8	3162	08/25/2023			
VA810000-11110				Cash Equity			9,845.43
VA850000-21340				Vouchers Payable		9,845.43	
					FUND TOTAL	9,845.43	9,845.43
1080 Human Services	2023	8	3162	08/25/2023			
HS810000-11110				Cash Equity			82,706.05
HS850000-21340				Vouchers Payable		82,706.05	
					FUND TOTAL	82,706.05	82,706.05
1090 Treasurers Investment Pool	2023	8	3162	08/25/2023			
TI810000-11110				Cash Equity			375.00
TI850000-21340				Vouchers Payable		375.00	
					FUND TOTAL	375.00	375.00
1110 Election Reserve	2023	8	3162	08/25/2023			
EL100000-11110				Cash Equity			94.34
EL500000-21340				Vouchers Payable		94.34	
					FUND TOTAL	94.34	94.34
1150 Juvenile Center	2023	8	3162	08/25/2023			
JC810000-11110				Cash Equity			35,998.67
JC850000-21340				Vouchers Payable		35,998.67	
					FUND TOTAL	35,998.67	35,998.67
1160 Inmate Benevolence Fund	2023	8	3162	08/25/2023			
IB810000-11110				Cash Equity			6,037.30
IB850000-21340				Vouchers Payable		6,037.30	
					FUND TOTAL	6,037.30	6,037.30
1480 Public Safety Tax Fund	2023	8	3162	08/25/2023			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
PS810000-11110				08/25/2023 Cash Equity			43,712.38
PS850000-21340				Vouchers Payable		43,712.38	
					FUND TOTAL	43,712.38	43,712.38
1490 Protective Inspection Srvs Fnd	2023	8	3162	08/25/2023			
BU810000-11110				Cash Equity			479.35
BU850000-21340				Vouchers Payable		479.35	
					FUND TOTAL	479.35	479.35
1500 Pest Board	2023	8	3162	08/25/2023			
PB810000-11110				Cash Equity			107.61
PB850000-21340				Vouchers Payable		107.61	
					FUND TOTAL	107.61	107.61
1540 Homeless Housing And Assistnce	2023	8	3162	08/25/2023			
HH810000-11110				Cash Equity			66,255.72
HH850000-21340				Vouchers Payable		66,255.72	
					FUND TOTAL	66,255.72	66,255.72
1550 Solid Waste Collection Fund	2023	8	3162	08/25/2023			
SW810000-11110				Cash Equity			201.41
SW850000-21340				Vouchers Payable		201.41	
					FUND TOTAL	201.41	201.41
1560 Trial Court Improvement	2023	8	3162	08/25/2023			
TC810000-11110				Cash Equity			3,206.65
TC850000-21340				Vouchers Payable		3,206.65	
					FUND TOTAL	3,206.65	3,206.65
1600 Behavioral Health	2023	8	3162	08/25/2023			
BHF81000-11110				Cash Equity			4,701.15
BHF85000-21340				Vouchers Payable		4,701.15	
					FUND TOTAL	4,701.15	4,701.15
5020 Central Services	2023	8	3162	08/25/2023			
IT810000-11110				Cash Equity			24,076.77
IT850000-21340				Vouchers Payable		24,076.77	
					FUND TOTAL	24,076.77	24,076.77
5030 Workmens Compensation	2023	8	3162	08/25/2023			
WC810000-11110				Cash Equity			2,590.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
WC850000-21340					Vouchers Payable	2,590.00	
					FUND TOTAL	2,590.00	2,590.00
9999 Treasurers Pooled Cash	2023	8	3162	08/25/2023			
99900000-11120					AP Check Claims Clearing		444,016.95
99900000-80010					Due To General Fund	140,932.58	
99900000-81010					Due To County Road	22,696.54	
99900000-81040					Due To Veterans Assistance Fnd	9,845.43	
99900000-81080					Due To Human Services	82,706.05	
99900000-81090					Due To Treasurers Inves Pool	375.00	
99900000-81110					Due To Election Reserve	94.34	
99900000-81150					Due To Juvenile Center	35,998.67	
99900000-81160					Due To Inmate Benevolence Fund	6,037.30	
99900000-81480					Due To Public Safety Tax Fund	43,712.38	
99900000-81490					Due To Protective Insp Srvs Fd	479.35	
99900000-81500					Due To Pest Board	107.61	
99900000-81540					Due To Homeless Hsng & Assistn	66,255.72	
99900000-81550					Due To Solid Waste Collection	201.41	
99900000-81560					Due To Trial Court Improvement	3,206.65	
99900000-81600					Due To Behavioral Health	4,701.15	
99900000-85020					Due To Central Services	24,076.77	
99900000-85030					Due To Workmens Compensation	2,590.00	
					FUND TOTAL	444,016.95	444,016.95

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		140,932.58
1010	County Road		22,696.54
1040	Veterans Assistance Fund		9,845.43
1080	Human Services		82,706.05
1090	Treasurers Investment Pool		375.00
1110	Election Reserve		94.34
1150	Juvenile Center		35,998.67
1160	Inmate Benevolence Fund		6,037.30
1480	Public Safety Tax Fund		43,712.38
1490	Protective Inspection Srvs Fnd		479.35
1500	Pest Board		107.61
1540	Homeless Housing And Assistnce		66,255.72
1550	Solid Waste Collection Fund		201.41
1560	Trial Court Improvement		3,206.65
1600	Behavioral Health		4,701.15
5020	Central Services		24,076.77
5030	Workmens Compensation		2,590.00
9999	Treasurers Pooled Cash	444,016.95	
	TOTAL	444,016.95	444,016.95

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

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248792	08/25/2023	PRTD	101860	COLEMAN OIL COMPANY	08/15/2023		082523-2	289.53
						CHECK	248792 TOTAL:	289.53
				NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		289.53

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	289.53

*** GRAND TOTAL *** 289.53

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 3164									
APP GF005000-21340					Vouchers Payable			289.53	
08/25/2023	082523-2	082523			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				289.53
08/25/2023	082523-2	082523			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			289.53	289.53
APP 99900000-80010					Due To General Fund			289.53	
08/25/2023	082523-2	082523							
APP GF001000-11110					Cash Equity				289.53
08/25/2023	082523-2	082523							
					SYSTEM GENERATED ENTRIES TOTAL			289.53	289.53
					JOURNAL 2023/08/3164 TOTAL			579.06	579.06

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	8	3164	08/25/2023			
GF001000-11110				Cash Equity			289.53
GF005000-21340				Vouchers Payable		289.53	
					FUND TOTAL	289.53	289.53
9999 Treasurers Pooled Cash	2023	8	3164	08/25/2023			
99900000-11120				AP Check Claims Clearing			289.53
99900000-80010				Due To General Fund		289.53	
					FUND TOTAL	289.53	289.53

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010 General Fund			289.53
9999 Treasurers Pooled Cash		289.53	
	TOTAL	289.53	289.53

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

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
570	08/25/2023	EFT	100088	AJAX LAW FIRM	07/01/2023		082523E	11,400.00
					CHECK		570 TOTAL:	11,400.00
571	08/25/2023	EFT	101382	ARMIJO, ANA	08/01/2023		082523E	6,275.00
					CHECK		571 TOTAL:	6,275.00
572	08/25/2023	EFT	101581	BETANCOURT LAW, PLLC	07/01/2023		082523E	9,416.67
					CHECK		572 TOTAL:	9,416.67
573	08/25/2023	EFT	101721	CANO LAW, PLLC	07/01/2023		082523E	7,300.00
					CHECK		573 TOTAL:	7,300.00
574	08/25/2023	EFT	101729	CARLSON, HEATHER M	07/01/2023		082523E	11,400.00
					CHECK		574 TOTAL:	11,400.00
575	08/25/2023	EFT	101872	COLUMBIA BASIN INTERPRETING, TRANSL	08/01/2023		082523E	4,425.00
					CHECK		575 TOTAL:	4,425.00
576	08/25/2023	EFT	105687	DALE F BRAUNGER	07/01/2023		082523E	7,763.44
					CHECK		576 TOTAL:	7,763.44
577	08/25/2023	EFT	105600	FELSTED LAW FIRM LLC	07/01/2023		082523E	11,400.00
					CHECK		577 TOTAL:	11,400.00
578	08/25/2023	EFT	105755	FORTITUDE LAW PLLC	07/01/2023		082523E	12,666.67
					CHECK		578 TOTAL:	12,666.67
579	08/25/2023	EFT	102394	H CHANG LAW OFFICE PLLC	07/01/2023		082523E	2,391.40
					CHECK		579 TOTAL:	2,391.40

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
580	08/25/2023	EFT	102595	HICKMAN LAW, PLLC	07/01/2023		082523E	6,500.00
						CHECK	580 TOTAL:	6,500.00
581	08/25/2023	EFT	105573	HILDE LAW OFFICE	07/01/2023		082523E	12,666.67
						CHECK	581 TOTAL:	12,666.67
582	08/25/2023	EFT	102656	HUI LAW LLC, RAYMOND HUI	07/01/2023		082523E	7,300.00
						CHECK	582 TOTAL:	7,300.00
583	08/25/2023	EFT	105370	HULTGRENN LAW	07/01/2023		082523E	9,952.44
						CHECK	583 TOTAL:	9,952.44
584	08/25/2023	EFT	102812	K & H INTEGRATED PRINT, SOLUTIONS	08/21/2023		082523E	12,834.05
						CHECK	584 TOTAL:	12,834.05
585	08/25/2023	EFT	102817	KANE LAW PLLC	07/01/2023		082523E	12,666.67
						CHECK	585 TOTAL:	12,666.67
586	08/25/2023	EFT	105456	LANDON LAW PLLC	07/01/2023		082523E	9,416.67
						CHECK	586 TOTAL:	9,416.67
587	08/25/2023	EFT	105758	LAW OFFICE OF KATHERINE BOHNET PLLC	07/01/2023		082523E	12,666.67
						CHECK	587 TOTAL:	12,666.67
588	08/25/2023	EFT	102941	LAW OFFICE OF NICHOLAS BLOUNT , PLL	07/01/2023		082523E	12,666.67
						CHECK	588 TOTAL:	12,666.67
589	08/25/2023	EFT	103207	MOSER, ROBERT	07/01/2023		082523E	11,400.00
						CHECK	589 TOTAL:	11,400.00

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
590	08/25/2023	EFT	103235	NACCARATO, SCOTT	07/01/2023		082523E	7,300.00
						CHECK	590 TOTAL:	7,300.00
591	08/25/2023	EFT	103379	OLDFIELD, KARYN K	08/01/2023		082523E	2,200.00
						CHECK	591 TOTAL:	2,200.00
592	08/25/2023	EFT	103875	SCOTT, ERIC	07/01/2023		082523E	3,600.00
				SCOTT, ERIC	07/02/2023		082523E	11,400.00
						CHECK	592 TOTAL:	15,000.00
593	08/25/2023	EFT	104172	TINDELL, ALAN	07/01/2023		082523E	4,000.00
						CHECK	593 TOTAL:	4,000.00

NUMBER OF CHECKS 24 *** CASH ACCOUNT TOTAL *** 221,008.02

	COUNT	AMOUNT
TOTAL EFT'S	24	221,008.02

*** GRAND TOTAL *** 221,008.02

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 3165								
APP PS850000-21340				Vouchers Payable			168,140.63	
08/25/2023 082523E	082523			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121				AP Wire Clearing				221,008.02
08/25/2023 082523E	082523			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340				Vouchers Payable			33,533.34	
08/25/2023 082523E	082523			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340				Vouchers Payable			6,500.00	
08/25/2023 082523E	082523			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340				Vouchers Payable			12,834.05	
08/25/2023 082523E	082523			AP CASH DISBURSEMENTS JOURNAL				
				GENERAL LEDGER TOTAL			221,008.02	221,008.02
APP 99900000-81480				Due To Public Safety Tax Fund			168,140.63	
08/25/2023 082523E	082523							
APP PS810000-11110				Cash Equity				168,140.63
08/25/2023 082523E	082523							
APP 99900000-80010				Due To General Fund			33,533.34	
08/25/2023 082523E	082523							
APP GF001000-11110				Cash Equity				33,533.34
08/25/2023 082523E	082523							
APP 99900000-81600				Due To Behavioral Health			6,500.00	
08/25/2023 082523E	082523							
APP BHF81000-11110				Cash Equity				6,500.00
08/25/2023 082523E	082523							
APP 99900000-81110				Due To Election Reserve			12,834.05	
08/25/2023 082523E	082523							
APP EL100000-11110				Cash Equity				12,834.05
08/25/2023 082523E	082523							
				SYSTEM GENERATED ENTRIES TOTAL			221,008.02	221,008.02
				JOURNAL 2023/08/3165 TOTAL			442,016.04	442,016.04

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	8	3165	08/25/2023			
GF001000-11110				Cash Equity			33,533.34
GF005000-21340				Vouchers Payable		33,533.34	
					FUND TOTAL	33,533.34	33,533.34
1110 Election Reserve	2023	8	3165	08/25/2023			
EL100000-11110				Cash Equity			12,834.05
EL500000-21340				Vouchers Payable		12,834.05	
					FUND TOTAL	12,834.05	12,834.05
1480 Public Safety Tax Fund	2023	8	3165	08/25/2023			
PS810000-11110				Cash Equity			168,140.63
PS850000-21340				Vouchers Payable		168,140.63	
					FUND TOTAL	168,140.63	168,140.63
1600 Behavioral Health	2023	8	3165	08/25/2023			
BHF81000-11110				Cash Equity			6,500.00
BHF85000-21340				Vouchers Payable		6,500.00	
					FUND TOTAL	6,500.00	6,500.00
9999 Treasurers Pooled Cash	2023	8	3165	08/25/2023			
99900000-11121				AP Wire Clearing			221,008.02
99900000-80010				Due To General Fund		33,533.34	
99900000-81110				Due To Election Reserve		12,834.05	
99900000-81480				Due To Public Safety Tax Fund		168,140.63	
99900000-81600				Due To Behavioral Health		6,500.00	
					FUND TOTAL	221,008.02	221,008.02

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010 General Fund			33,533.34
1110 Election Reserve			12,834.05
1480 Public Safety Tax Fund			168,140.63
1600 Behavioral Health			6,500.00
9999 Treasurers Pooled Cash		221,008.02	
	TOTAL	221,008.02	221,008.02

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

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1081	08/25/2023	WIRE	101046	B C MEALS	08/15/2023			215.95
						CHECK	1081 TOTAL:	215.95
1082	08/25/2023	WIRE	101046	B C MEALS	08/15/2023			215.95
						CHECK	1082 TOTAL:	215.95
1083	08/25/2023	WIRE	101046	B C MEALS	08/15/2023			215.95
						CHECK	1083 TOTAL:	215.95
1085	08/25/2023	WIRE	101046	B C MEALS	08/21/2023			193.95
						CHECK	1085 TOTAL:	193.95
1091	08/25/2023	WIRE	101046	B C MEALS	08/09/2023			78.95
						CHECK	1091 TOTAL:	78.95
1092	08/25/2023	WIRE	101046	B C MEALS	08/11/2023			136.95
						CHECK	1092 TOTAL:	136.95
1102	08/25/2023	WIRE	101529	B C WORKMANS COMP	08/17/2023			14,208.98
						CHECK	1102 TOTAL:	14,208.98

NUMBER OF CHECKS 7 *** CASH ACCOUNT TOTAL *** 15,266.68

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	7	15,266.68

*** GRAND TOTAL *** 15,266.68

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 3160								
APP GF005000-21340				Vouchers Payable			863.75	
08/25/2023 CASH DISB	Wire			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100				Main Checking				15,266.68
08/25/2023 CASH DISB	Wire			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340				Vouchers Payable			193.95	
08/25/2023 CASH DISB	Wire			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340				Vouchers Payable			14,208.98	
08/25/2023 CASH DISB	Wire			AP CASH DISBURSEMENTS JOURNAL				
				GENERAL LEDGER TOTAL			15,266.68	15,266.68
APP 99900000-80010				Due To General Fund			863.75	
08/25/2023 CASH DISB	Wire							
APP GF001000-11110				Cash Equity				863.75
08/25/2023 CASH DISB	Wire							
APP 99900000-81480				Due To Public Safety Tax Fund			193.95	
08/25/2023 CASH DISB	Wire							
APP PS810000-11110				Cash Equity				193.95
08/25/2023 CASH DISB	Wire							
APP 99900000-85030				Due To Workmens Compensation			14,208.98	
08/25/2023 CASH DISB	Wire							
APP WC810000-11110				Cash Equity				14,208.98
08/25/2023 CASH DISB	Wire							
				SYSTEM GENERATED ENTRIES TOTAL			15,266.68	15,266.68
				JOURNAL 2023/08/3160 TOTAL			30,533.36	30,533.36

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	8	3160	08/25/2023			
GF001000-11110				Cash Equity			863.75
GF005000-21340				Vouchers Payable		863.75	
					FUND TOTAL	863.75	863.75
1480 Public Safety Tax Fund	2023	8	3160	08/25/2023			
PS810000-11110				Cash Equity			193.95
PS850000-21340				Vouchers Payable		193.95	
					FUND TOTAL	193.95	193.95
5030 Workmens Compensation	2023	8	3160	08/25/2023			
WC810000-11110				Cash Equity			14,208.98
WC850000-21340				Vouchers Payable		14,208.98	
					FUND TOTAL	14,208.98	14,208.98
9999 Treasurers Pooled Cash	2023	8	3160	08/25/2023			
99900000-11100				Main Checking			15,266.68
99900000-80010				Due To General Fund		863.75	
99900000-81480				Due To Public Safety Tax Fund		193.95	
99900000-85030				Due To Workmens Compensation		14,208.98	
					FUND TOTAL	15,266.68	15,266.68

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		863.75
1480 Public Safety Tax Fund		193.95
5030 Workmens Compensation		14,208.98
9999 Treasurers Pooled Cash	15,266.68	
TOTAL	15,266.68	15,266.68

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

CASH ACCOUNT: 99900000 11124 Federal Tax

CHECK NO	CHK DATE	TYPE	VENDOR NAME		INV DATE	PO	CHECK	NET
1090	08/25/2023	WIRE	104460 WA ST DEPT OF REVENUE, #035000971		08/18/2023			33.78
						CHECK	1090 TOTAL:	33.78
1097	08/25/2023	WIRE	104483 WA ST DEPT OF RET SYS	LEOFF 2	08/15/2023			657.88
						CHECK	1097 TOTAL:	657.88
				NUMBER OF CHECKS 2			*** CASH ACCOUNT TOTAL ***	691.66

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	2	691.66

*** GRAND TOTAL *** 691.66

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 3161					
APP GF005000-21340	Vouchers Payable			691.66	
08/25/2023 CASH DISB Wire2	AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124	Federal Tax				691.66
08/25/2023 CASH DISB Wire2	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			691.66	691.66
APP 99900000-80010	Due To General Fund			691.66	
08/25/2023 CASH DISB Wire2					
APP GF001000-11110	Cash Equity				691.66
08/25/2023 CASH DISB Wire2					
	SYSTEM GENERATED ENTRIES TOTAL			691.66	691.66
	JOURNAL 2023/08/3161 TOTAL			1,383.32	1,383.32

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	8	3161	08/25/2023			
GF001000-11110				Cash Equity			691.66
GF005000-21340				Vouchers Payable		691.66	
					FUND TOTAL	691.66	691.66
9999 Treasurers Pooled Cash	2023	8	3161	08/25/2023			
99900000-11124				Federal Tax			691.66
99900000-80010				Due To General Fund		691.66	
					FUND TOTAL	691.66	691.66

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		691.66
9999 Treasurers Pooled Cash	691.66	
TOTAL	691.66	691.66

** 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: 08/25/2023

Transfers # 1103
Total of all Funds: $4,561.27

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

CASH ACCOUNT: 99900000 11124 Federal Tax

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
1103	08/25/2023	WIRE	104460 WA ST DEPT OF REVENUE, #035000971	08/25/2023		WIRE_001	4,561.27
					CHECK	1103 TOTAL:	4,561.27

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 4,561.27

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	4,561.27

*** GRAND TOTAL *** 4,561.27

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 3328								
APP GF005000-21340				Vouchers Payable			1,001.25	
08/25/2023 WIRE_001	WIRE_0			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124				Federal Tax				4,561.27
08/25/2023 WIRE_001	WIRE_0			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340				Vouchers Payable			2,851.43	
08/25/2023 WIRE_001	WIRE_0			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340				Vouchers Payable			43.61	
08/25/2023 WIRE_001	WIRE_0			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340				Vouchers Payable			664.98	
08/25/2023 WIRE_001	WIRE_0			AP CASH DISBURSEMENTS JOURNAL				
				GENERAL LEDGER TOTAL			4,561.27	4,561.27
APP 99900000-80010				Due To General Fund			1,001.25	
08/25/2023 WIRE_001	WIRE_0							
APP GF001000-11110				Cash Equity				1,001.25
08/25/2023 WIRE_001	WIRE_0							
APP 99900000-85020				Due To Central Services			2,851.43	
08/25/2023 WIRE_001	WIRE_0							
APP IT810000-11110				Cash Equity				2,851.43
08/25/2023 WIRE_001	WIRE_0							
APP 99900000-81480				Due To Public Safety Tax Fund			43.61	
08/25/2023 WIRE_001	WIRE_0							
APP PS810000-11110				Cash Equity				43.61
08/25/2023 WIRE_001	WIRE_0							
APP 99900000-81550				Due To Solid Waste Collection			664.98	
08/25/2023 WIRE_001	WIRE_0							
APP SW810000-11110				Cash Equity				664.98
08/25/2023 WIRE_001	WIRE_0							
				SYSTEM GENERATED ENTRIES TOTAL			4,561.27	4,561.27
				JOURNAL 2023/08/3328 TOTAL			9,122.54	9,122.54

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	8	3328	08/25/2023			
GF001000-11110				Cash Equity			1,001.25
GF005000-21340				Vouchers Payable		1,001.25	
					FUND TOTAL	1,001.25	1,001.25
1480 Public Safety Tax Fund	2023	8	3328	08/25/2023			
PS810000-11110				Cash Equity			43.61
PS850000-21340				Vouchers Payable		43.61	
					FUND TOTAL	43.61	43.61
1550 Solid Waste Collection Fund	2023	8	3328	08/25/2023			
SW810000-11110				Cash Equity			664.98
SW850000-21340				Vouchers Payable		664.98	
					FUND TOTAL	664.98	664.98
5020 Central Services	2023	8	3328	08/25/2023			
IT810000-11110				Cash Equity			2,851.43
IT850000-21340				Vouchers Payable		2,851.43	
					FUND TOTAL	2,851.43	2,851.43
9999 Treasurers Pooled Cash	2023	8	3328	08/25/2023			
99900000-11124				Federal Tax			4,561.27
99900000-80010				Due To General Fund		1,001.25	
99900000-81480				Due To Public Safety Tax Fund		43.61	
99900000-81550				Due To Solid Waste Collection		664.98	
99900000-85020				Due To Central Services		2,851.43	
					FUND TOTAL	4,561.27	4,561.27

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010 General Fund			1,001.25
1480 Public Safety Tax Fund			43.61
1550 Solid Waste Collection Fund			664.98
5020 Central Services			2,851.43
9999 Treasurers Pooled Cash		4,561.27	
	TOTAL	4,561.27	4,561.27

** 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 attached Check Posting List, have been received and are approved for payment.

Accounts Payable

Check Date: 09/01/2023

Warrants # 248860-248938
Total of all Funds: $382,799.72

EFT # 594
Transfers # 1104, 1112-1115
Total of all Funds: $5,452.38

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
248860	09/01/2023	PRTD	100869	911 SUPPLY INC	08/22/2023		090123	16.31
				911 SUPPLY INC	08/22/2023		090123	195.66
				911 SUPPLY INC	08/22/2023		090123	155.42
				911 SUPPLY INC	08/22/2023		090123	155.42
				911 SUPPLY INC	08/22/2023		090123	371.77
				911 SUPPLY INC	08/22/2023		090123	507.66
				911 SUPPLY INC	08/22/2023		090123	371.77
				911 SUPPLY INC	08/22/2023		090123	331.55
				911 SUPPLY INC	08/22/2023		090123	398.95
				911 SUPPLY INC	08/22/2023		090123	393.51
				911 SUPPLY INC	08/22/2023		090123	420.69
				911 SUPPLY INC	08/22/2023		090123	388.08
				911 SUPPLY INC	08/22/2023		090123	388.08
				911 SUPPLY INC	08/22/2023		090123	377.21
						CHECK	248860 TOTAL:	4,472.08
248861	09/01/2023	PRTD	100804	ABC FORMS LLC	08/17/2023		090123	275.62
						CHECK	248861 TOTAL:	275.62
248862	09/01/2023	PRTD	101364	APOLLO MECHANICAL CONTRACTORS	11/16/2022		090123	722.35
						CHECK	248862 TOTAL:	722.35
248863	09/01/2023	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	08/23/2023		090123	25,452.14
						CHECK	248863 TOTAL:	25,452.14
248864	09/01/2023	PRTD	100021	ARLO ON 10TH	08/18/2023		090123	1,000.00
				ARLO ON 10TH	08/18/2023		090123	1,000.00
				ARLO ON 10TH	08/18/2023		090123	1,000.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				ARLO ON 10TH	08/18/2023		090123	189.13
						CHECK	248864 TOTAL:	3,189.13
248865	09/01/2023	PRTD	101059	AUTO RESCUE LLC	08/18/2023		090123	131.53
				AUTO RESCUE LLC	08/12/2023		090123	128.27
				AUTO RESCUE LLC	08/15/2023		090123	258.70
						CHECK	248865 TOTAL:	518.50
248866	09/01/2023	PRTD	101535	BENTON PUD	08/23/2023		090123	7,797.31
						CHECK	248866 TOTAL:	7,797.31
248867	09/01/2023	PRTD	105445	BUD CLARY FORD/HYUNDAI	08/29/2023		090123	54,245.66
						CHECK	248867 TOTAL:	54,245.66
248868	09/01/2023	PRTD	101677	BUNKER, THE	08/22/2023		090123	154.35
				BUNKER, THE	08/22/2023		090123	91.94
				BUNKER, THE	08/07/2023		090123	129.89
						CHECK	248868 TOTAL:	376.18
248869	09/01/2023	PRTD	101750	CASCADE NATURAL GAS CORP	08/11/2023		090123	30.60
						CHECK	248869 TOTAL:	30.60
248870	09/01/2023	PRTD	101814	CINTAS CORPORATION	08/22/2023		090123	186.76
						CHECK	248870 TOTAL:	186.76
248871	09/01/2023	PRTD	101818	CITY OF KENNEWICK	07/13/2023		090123	1,294.31
				CITY OF KENNEWICK	07/13/2023		090123	355.26
				CITY OF KENNEWICK	07/13/2023		090123	1,227.19
				CITY OF KENNEWICK	07/13/2023		090123	557.46
				CITY OF KENNEWICK	07/13/2023		090123	478.54

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CITY OF KENNEWICK	07/13/2023		090123	123.98
				CITY OF KENNEWICK	07/13/2023		090123	116.75
				CITY OF KENNEWICK	07/13/2023		090123	346.41
				CITY OF KENNEWICK	07/13/2023		090123	355.26
					CHECK		248871 TOTAL:	4,855.16
248872	09/01/2023	PRTD	101824	CITY OF RICHLAND LANDFILL	08/25/2023		090123	16.53
				CITY OF RICHLAND LANDFILL	08/25/2023		090123	66.69
				CITY OF RICHLAND LANDFILL	05/05/2023		090123	54.25
				CITY OF RICHLAND LANDFILL	05/12/2023		090123	54.25
				CITY OF RICHLAND LANDFILL	05/19/2023		090123	54.25
				CITY OF RICHLAND LANDFILL	06/30/2023		090123	10.00
				CITY OF RICHLAND LANDFILL	07/12/2023		090123	54.25
				CITY OF RICHLAND LANDFILL	07/14/2023		090123	54.25
				CITY OF RICHLAND LANDFILL	07/14/2023		090123	54.25
				CITY OF RICHLAND LANDFILL	07/18/2023		090123	15.00
				CITY OF RICHLAND LANDFILL	07/21/2023		090123	54.25
				CITY OF RICHLAND LANDFILL	07/27/2023		090123	54.25
					CHECK		248872 TOTAL:	542.22
248873	09/01/2023	PRTD	101860	COLEMAN OIL COMPANY	08/15/2023		090123	17,121.89
				COLEMAN OIL COMPANY	08/15/2023		090123	126.97
					CHECK		248873 TOTAL:	17,248.86
248874	09/01/2023	PRTD	101918	CONNELL OIL INC	08/07/2023		090123	3,674.41
				CONNELL OIL INC	08/14/2023		090123	396.11
				CONNELL OIL INC	08/15/2023		090123	4,624.35

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	248874 TOTAL:	8,694.87
248875	09/01/2023	PRTD	101927	CONSOLIDATED SUPPLY CO	07/18/2023		090123	2,281.53
						CHECK	248875 TOTAL:	2,281.53
248876	09/01/2023	PRTD	100175	CROWN VILLAGE KENNEWICK LLC	08/17/2023		090123	1,200.00
				CROWN VILLAGE KENNEWICK LLC	08/17/2023		090123	1,200.00
				CROWN VILLAGE KENNEWICK LLC	08/17/2023		090123	1,200.00
						CHECK	248876 TOTAL:	3,600.00
248877	09/01/2023	PRTD	101999	CRYSTAL SPRINGS	08/27/2023		090123	33.53
						CHECK	248877 TOTAL:	33.53
248878	09/01/2023	PRTD	104466	DAIGLE ENTERPRISES LLC	08/22/2023		090123	501.10
				DAIGLE ENTERPRISES LLC	08/22/2023		090123	487.54
				DAIGLE ENTERPRISES LLC	08/22/2023		090123	488.33
						CHECK	248878 TOTAL:	1,476.97
248879	09/01/2023	PRTD	102040	DAY WIRELESS SYSTEMS	07/25/2023		090123	4,810.66
				DAY WIRELESS SYSTEMS	07/25/2023		090123	4,744.76
				DAY WIRELESS SYSTEMS	08/21/2023		090123	343.04
				DAY WIRELESS SYSTEMS	08/23/2023		090123	12,614.36
				DAY WIRELESS SYSTEMS	08/23/2023		090123	103.46
						CHECK	248879 TOTAL:	22,616.28
248880	09/01/2023	PRTD	102102	DIRECT AUTOMOTIVE DISTRIBUTING	07/25/2023		090123	-32.53
				DIRECT AUTOMOTIVE DISTRIBUTING	08/01/2023		090123	33.76
				DIRECT AUTOMOTIVE DISTRIBUTING	08/04/2023		090123	15.21
				DIRECT AUTOMOTIVE DISTRIBUTING	08/04/2023		090123	274.54

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				DIRECT AUTOMOTIVE DISTRIBUTING	08/01/2023		090123	88.66
				DIRECT AUTOMOTIVE DISTRIBUTING	08/01/2023		090123	25.75
						CHECK	248880 TOTAL:	405.39
248881	09/01/2023	PRTD	104850	ERGON ASPHALT & EMULSIONS INC	08/14/2023		090123	2,361.44
				ERGON ASPHALT & EMULSIONS INC	08/14/2023		090123	2,531.43
				ERGON ASPHALT & EMULSIONS INC	08/15/2023		090123	1,718.25
				ERGON ASPHALT & EMULSIONS INC	08/16/2023		090123	2,453.33
				ERGON ASPHALT & EMULSIONS INC	08/16/2023		090123	2,173.08
						CHECK	248881 TOTAL:	11,237.53
248882	09/01/2023	PRTD	100977	EXPRESS EMPLOYMENT, PROFESSIONALS	08/09/2023		090123	3,785.60
				EXPRESS EMPLOYMENT, PROFESSIONALS	08/16/2023		090123	3,772.08
						CHECK	248882 TOTAL:	7,557.68
248883	09/01/2023	PRTD	102320	FIRE PROTECTION SPECIALIST LLC	08/25/2023		090123	139.62
				FIRE PROTECTION SPECIALIST LLC	08/25/2023		090123	283.91
				FIRE PROTECTION SPECIALIST LLC	08/25/2023		090123	416.97
				FIRE PROTECTION SPECIALIST LLC	08/24/2023		090123	194.91
				FIRE PROTECTION SPECIALIST LLC	08/24/2023		090123	371.98
				FIRE PROTECTION SPECIALIST LLC	08/24/2023		090123	49.67
				FIRE PROTECTION SPECIALIST LLC	08/24/2023		090123	247.37
				FIRE PROTECTION SPECIALIST LLC	08/24/2023		090123	213.64
				FIRE PROTECTION SPECIALIST LLC	08/24/2023		090123	844.07
				FIRE PROTECTION SPECIALIST LLC	08/25/2023		090123	205.11
				FIRE PROTECTION SPECIALIST LLC	08/25/2023		090123	135.83
						CHECK	248883 TOTAL:	3,103.08

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248884	09/01/2023	PRTD	102323	FIRST CHOICE PROPERTIES, LLC	08/17/2023		090123	4,541.00
						CHECK	248884 TOTAL:	4,541.00
248885	09/01/2023	PRTD	102400	GALLS, LLC	08/02/2023		090123	77.06
				GALLS, LLC	08/02/2023		090123	82.18
				GALLS, LLC	08/02/2023		090123	254.31
						CHECK	248885 TOTAL:	413.55
248886	09/01/2023	PRTD	102557	HAYES, CHARLES C	08/24/2023		090123	155.80
						CHECK	248886 TOTAL:	155.80
248887	09/01/2023	PRTD	105248	HILL INTERNATIONAL INC	08/15/2023		090123	9,622.97
						CHECK	248887 TOTAL:	9,622.97
248888	09/01/2023	PRTD	102712	INTERMOUNTAIN CLEANING SERVICE, INC	08/15/2023		090123	42,360.50
						CHECK	248888 TOTAL:	42,360.50
248889	09/01/2023	PRTD	102745	IRONCLAD COMPANY	08/16/2023		090123	3,867.28
						CHECK	248889 TOTAL:	3,867.28
248890	09/01/2023	PRTD	102778	JIM'S PACIFIC GARAGES, INC	08/03/2023		090123	25.55
						CHECK	248890 TOTAL:	25.55
248891	09/01/2023	PRTD	105514	JUB ENGINEERS INC	08/10/2023		090123	3,978.00
						CHECK	248891 TOTAL:	3,978.00
248892	09/01/2023	PRTD	102823	KAMIAKIN APTS	08/28/2023		090123	815.00
						CHECK	248892 TOTAL:	815.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248893	09/01/2023	PRTD	104935	KBT DISTRIBUTING LLC	08/16/2023		090123	14,474.55
						CHECK	248893 TOTAL:	14,474.55
248894	09/01/2023	PRTD	102826	KEEFE COMMISSARY NETWORK, LLC	08/23/2023		090123	5,536.47
				KEEFE COMMISSARY NETWORK, LLC	08/23/2023		090123	-113.60
				KEEFE COMMISSARY NETWORK, LLC	08/28/2023		090123	-79.50
				KEEFE COMMISSARY NETWORK, LLC	08/30/2023		090123	6,199.41
				KEEFE COMMISSARY NETWORK, LLC	08/30/2023		090123	-1.73
						CHECK	248894 TOTAL:	11,541.05
248895	09/01/2023	PRTD	102839	KIE SUPPLY CORPORATION	08/22/2023		090123	77.18
						CHECK	248895 TOTAL:	77.18
248896	09/01/2023	PRTD	102897	L N CURTIS AND SONS	08/10/2023		090123	13.97
						CHECK	248896 TOTAL:	13.97
248897	09/01/2023	PRTD	105785	LAWSON PRODUCTS INC	08/27/2023		090123	511.99
						CHECK	248897 TOTAL:	511.99
248898	09/01/2023	PRTD	103004	LITHIA CHRYSLER JEEP, DODGE OF TRI-	07/06/2023		090123	352.19
						CHECK	248898 TOTAL:	352.19
248899	09/01/2023	PRTD	103044	MC CURLEY INTEGRITY DEALERSHIP, LLC	08/24/2023		090123	33.33
						CHECK	248899 TOTAL:	33.33
248900	09/01/2023	PRTD	103119	MEADOW PARK APARTMENTS	08/21/2023		090123	320.00
				MEADOW PARK APARTMENTS	08/21/2023		090123	670.00
				MEADOW PARK APARTMENTS	08/28/2023		090123	622.00
				MEADOW PARK APARTMENTS	08/28/2023		090123	236.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	248900 TOTAL:	1,848.00
248901	09/01/2023	PRTD	103131	MEIER ARCHITECTURE ENGINEERING	08/14/2023		090123	2,000.00
						CHECK	248901 TOTAL:	2,000.00
248902	09/01/2023	PRTD	103134	MEL'S INTERCITY TOWING	08/24/2023		090123	115.77
				MEL'S INTERCITY TOWING	08/22/2023		090123	153.82
						CHECK	248902 TOTAL:	269.59
248903	09/01/2023	PRTD	101102	MESSENGER, MOSES	08/28/2023		090123	6,800.00
						CHECK	248903 TOTAL:	6,800.00
248904	09/01/2023	PRTD	103168	MILLER PAINT COMPANY INC	08/22/2023		090123	47.72
						CHECK	248904 TOTAL:	47.72
248905	09/01/2023	PRTD	103193	MOON SECURITY SERVICES INC	09/01/2023		090123	1,019.56
						CHECK	248905 TOTAL:	1,019.56
248906	09/01/2023	PRTD	104963	MR ROOTER PLUMBING	08/25/2023		090123	1,391.36
						CHECK	248906 TOTAL:	1,391.36
248907	09/01/2023	PRTD	103329	NORTHWEST MARINE AND SPORT LLC	08/14/2023		090123	901.94
						CHECK	248907 TOTAL:	901.94
248908	09/01/2023	PRTD	103383	ONTIME TELECOM, INC	07/01/2023		090123	37.50
						CHECK	248908 TOTAL:	37.50
248909	09/01/2023	PRTD	103427	OXARC INC	05/16/2023		090123	260.39
						CHECK	248909 TOTAL:	260.39

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248910	09/01/2023	PRTD	103431	OXFORD HOUSE EDISON	08/22/2023		090123	500.00
				OXFORD HOUSE EDISON	08/22/2023		090123	500.00
				OXFORD HOUSE EDISON	08/22/2023		090123	500.00
						CHECK	248910 TOTAL:	1,500.00
248911	09/01/2023	PRTD	103418	OXFORD HOUSE LOUISIANA	08/21/2023		090123	480.00
				OXFORD HOUSE LOUISIANA	08/21/2023		090123	480.00
						CHECK	248911 TOTAL:	960.00
248912	09/01/2023	PRTD	100340	PACE, TIMOTHY JOHN	08/16/2023		090123	1,300.00
				PACE, TIMOTHY JOHN	08/16/2023		090123	1,300.00
				PACE, TIMOTHY JOHN	08/16/2023		090123	300.00
				PACE, TIMOTHY JOHN	08/16/2023		090123	1,300.00
						CHECK	248912 TOTAL:	4,200.00
248913	09/01/2023	PRTD	103469	PACIFIC OFFICE AUTOMATION, INC	08/22/2023		090123	171.12
				PACIFIC OFFICE AUTOMATION, INC	08/23/2023		090123	3.49
						CHECK	248913 TOTAL:	174.61
248914	09/01/2023	PRTD	103472	PACWEST MACHINERY LLC	08/11/2023		090123	234.47
						CHECK	248914 TOTAL:	234.47
248915	09/01/2023	PRTD	103483	PAPE' MACHINERY, INC	08/04/2023		090123	644.43
				PAPE' MACHINERY, INC	08/07/2023		090123	84.89
						CHECK	248915 TOTAL:	729.32
248916	09/01/2023	PRTD	105724	PASCO HAVEN LLC	08/07/2023		090123	491.00
						CHECK	248916 TOTAL:	491.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248917	09/01/2023	PRTD	103571	PLATT ELECTRIC SUPPLY	08/23/2023		090123	9.75
				PLATT ELECTRIC SUPPLY	08/23/2023		090123	65.12
							CHECK 248917 TOTAL:	74.87
248918	09/01/2023	PRTD	100824	PPC SOLUTIONS INC	07/31/2023		090123	63.61
							CHECK 248918 TOTAL:	63.61
248919	09/01/2023	PRTD	103613	PROCLAIM, INC	06/15/2023		090123	780.00
				PROCLAIM, INC	07/14/2023		090123	780.00
				PROCLAIM, INC	08/07/2023		090123	780.00
							CHECK 248919 TOTAL:	2,340.00
248920	09/01/2023	PRTD	103665	QUADIENT FINANCE USA INC	07/18/2023		090123	2,000.00
							CHECK 248920 TOTAL:	2,000.00
248921	09/01/2023	PRTD	105722	RED GOAT FABRICATION INC	04/05/2023		090123	2,277.27
							CHECK 248921 TOTAL:	2,277.27
248922	09/01/2023	PRTD	103755	RICOH USA, INC	06/30/2023		090123	1,148.23
				RICOH USA, INC	07/01/2023		090123	16.22
				RICOH USA, INC	07/10/2023		090123	55.53
							CHECK 248922 TOTAL:	1,219.98
248923	09/01/2023	PRTD	103755	RICOH USA, INC	08/10/2023		090123	55.53
							CHECK 248923 TOTAL:	55.53
248924	09/01/2023	PRTD	103833	SAFE HARBOR CRISIS NURSERY	08/16/2023		090123	17,916.67
							CHECK 248924 TOTAL:	17,916.67

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248925	09/01/2023	PRTD	103878	SEASON'S ON 4TH AVENUE LLC	08/22/2023		090123	726.18
				SEASON'S ON 4TH AVENUE LLC	08/22/2023		090123	1,187.00
				SEASON'S ON 4TH AVENUE LLC	08/22/2023		090123	1,187.00
						CHECK	248925 TOTAL:	3,100.18
248926	09/01/2023	PRTD	103910	SHERWIN-WILLIAMS CO	08/21/2023		090123	221.05
						CHECK	248926 TOTAL:	221.05
248927	09/01/2023	PRTD	103963	SNOHOMISH COUNTY MEDICAL, EXAMINER'	02/28/2023		090123	2,058.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	01/31/2023		090123	1,818.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	03/31/2023		090123	6,174.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	04/30/2023		090123	2,058.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	05/31/2023		090123	4,665.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	06/30/2023		090123	3,636.00
				SNOHOMISH COUNTY MEDICAL, EXAMINER'	07/31/2023		090123	8,000.00
						CHECK	248927 TOTAL:	28,409.00
248928	09/01/2023	PRTD	104007	SPOKANE COUNTY SHERIFF, PUBLIC SAFE	08/18/2023		090123	60.00
						CHECK	248928 TOTAL:	60.00
248929	09/01/2023	PRTD	103909	STARLITE MOTEL	07/24/2023		090123	950.00
				STARLITE MOTEL	07/24/2023		090123	950.00
				STARLITE MOTEL	08/03/2023		090123	950.00
				STARLITE MOTEL	08/22/2023		090123	950.00
				STARLITE MOTEL	08/22/2023		090123	950.00
				STARLITE MOTEL	08/22/2023		090123	950.00
						CHECK	248929 TOTAL:	5,700.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248930	09/01/2023	PRTD	104093	SUPPORT, ADVOCACY AND	07/31/2023		090123	3,011.73
						CHECK	248930 TOTAL:	3,011.73
248931	09/01/2023	PRTD	103390	THE PRINT GUYS, INC	08/24/2023		090123	291.83
						CHECK	248931 TOTAL:	291.83
248932	09/01/2023	PRTD	104192	TRADEWIND APARTMENTS	08/18/2023		090123	975.00
				TRADEWIND APARTMENTS	08/18/2023		090123	975.00
						CHECK	248932 TOTAL:	1,950.00
248933	09/01/2023	PRTD	104195	TRANSAMERICA LIFE INSURANCE CO	08/17/2023		090123	1,249.63
				TRANSAMERICA LIFE INSURANCE CO	08/17/2023		090123	800.54
				TRANSAMERICA LIFE INSURANCE CO	08/17/2023		090123	593.58
						CHECK	248933 TOTAL:	2,643.75
248934	09/01/2023	PRTD	104292	ULTIMATE TRAINING MUNITIONS, INC	08/24/2023		090123	3,618.46
						CHECK	248934 TOTAL:	3,618.46
248935	09/01/2023	PRTD	105623	VICTORY SUPPLY LLC	08/28/2023		090123	233.71
						CHECK	248935 TOTAL:	233.71
248936	09/01/2023	PRTD	104496	WAXIE SANITARY SUPPLY	06/29/2023		090123	5,344.66
				WAXIE SANITARY SUPPLY	07/21/2023		090123	4,993.67
						CHECK	248936 TOTAL:	10,338.33
248937	09/01/2023	PRTD	104528	WESTERN EXTERMINATOR COMPANY	08/09/2023		090123	291.87
				WESTERN EXTERMINATOR COMPANY	08/22/2023		090123	251.64
						CHECK	248937 TOTAL:	543.51

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
248938	09/01/2023	PRTD	105747	WINSUPPLY GREENVILLE NC CO	08/22/2023		090123	161.44
						CHECK	248938 TOTAL:	161.44

NUMBER OF CHECKS 79 *** CASH ACCOUNT TOTAL *** 382,799.72

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	79	382,799.72

*** GRAND TOTAL *** 382,799.72

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 4104									
APP GF005000-21340					Vouchers Payable			141,171.46	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				382,799.72
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			7,055.78	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340					Vouchers Payable			38,498.28	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			17,673.03	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			110,923.29	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			33,202.01	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			283.87	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP BS850000-21340					Vouchers Payable			1,531.21	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			411.63	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			15,409.66	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP HH850000-21340					Vouchers Payable			1,673.00	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			11,541.05	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			2,514.67	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			681.19	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			169.59	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
APP TO850000-21340					Vouchers Payable			60.00	
08/31/2023 090123	090123				AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			382,799.72	382,799.72
APP 99900000-80010					Due To General Fund			141,171.46	
08/31/2023 090123	090123								
APP GF001000-11110					Cash Equity				141,171.46
08/31/2023 090123	090123								
APP 99900000-81240					Due To Fairgrounds Oper Budget			7,055.78	
08/31/2023 090123	090123								
APP FG810000-11110					Cash Equity				7,055.78
08/31/2023 090123	090123								
APP 99900000-81080					Due To Human Services			38,498.28	

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
	08/31/2023	090123	090123							
APP HS810000-11110	08/31/2023	090123	090123			Cash Equity				38,498.28
APP 99900000-81600	08/31/2023	090123	090123			Due To Behavioral Health			17,673.03	
APP BHF81000-11110	08/31/2023	090123	090123			Cash Equity				17,673.03
APP 99900000-81480	08/31/2023	090123	090123			Due To Public Safety Tax Fund			110,923.29	
APP PS810000-11110	08/31/2023	090123	090123			Cash Equity				110,923.29
APP 99900000-85010	08/31/2023	090123	090123			Due To Equipment Rental & Rev			33,202.01	
APP ER810000-11110	08/31/2023	090123	090123			Cash Equity				33,202.01
APP 99900000-81550	08/31/2023	090123	090123			Due To Solid Waste Collection			283.87	
APP SW810000-11110	08/31/2023	090123	090123			Cash Equity				283.87
APP 99900000-81270	08/31/2023	090123	090123			Due To Boating Safety & Patrol			1,531.21	
APP BS810000-11110	08/31/2023	090123	090123			Cash Equity				1,531.21
APP 99900000-81110	08/31/2023	090123	090123			Due To Election Reserve			411.63	
APP EL100000-11110	08/31/2023	090123	090123			Cash Equity				411.63
APP 99900000-81010	08/31/2023	090123	090123			Due To County Road			15,409.66	
APP RD810000-11110	08/31/2023	090123	090123			Cash Equity				15,409.66
APP 99900000-81540	08/31/2023	090123	090123			Due To Homeless Hsng & Assistn			1,673.00	
APP HH810000-11110	08/31/2023	090123	090123			Cash Equity				1,673.00
APP 99900000-81160	08/31/2023	090123	090123			Due To Inmate Benevolence Fund			11,541.05	
APP IB810000-11110	08/31/2023	090123	090123			Cash Equity				11,541.05
APP 99900000-85040	08/31/2023	090123	090123			Due To Insurance Management			2,514.67	
APP IM810000-11110	08/31/2023	090123	090123			Cash Equity				2,514.67
APP 99900000-85020	08/31/2023	090123	090123			Due To Central Services			681.19	
APP IT810000-11110	08/31/2023	090123	090123			Cash Equity				681.19
APP 99900000-81490	08/31/2023	090123	090123			Due To Protective Insp Srvs Fd			169.59	

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 BU810000-11110					Cash Equity				169.59
08/31/2023 090123		090123							
APP 99900000-81120					Due To Treasurers O & M			60.00	
08/31/2023 090123		090123							
APP TO810000-11110					Cash Equity				60.00
08/31/2023 090123		090123							
					SYSTEM GENERATED ENTRIES TOTAL			382,799.72	382,799.72
					JOURNAL 2023/08/4104 TOTAL			765,599.44	765,599.44

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	8	4104	08/31/2023			
GF001000-11110				Cash Equity			141,171.46
GF005000-21340				Vouchers Payable		141,171.46	
					FUND TOTAL	141,171.46	141,171.46
1010 County Road	2023	8	4104	08/31/2023			
RD810000-11110				Cash Equity			15,409.66
RD850000-21340				Vouchers Payable		15,409.66	
					FUND TOTAL	15,409.66	15,409.66
1080 Human Services	2023	8	4104	08/31/2023			
HS810000-11110				Cash Equity			38,498.28
HS850000-21340				Vouchers Payable		38,498.28	
					FUND TOTAL	38,498.28	38,498.28
1110 Election Reserve	2023	8	4104	08/31/2023			
EL100000-11110				Cash Equity			411.63
EL500000-21340				Vouchers Payable		411.63	
					FUND TOTAL	411.63	411.63
1120 Treasurers O & M	2023	8	4104	08/31/2023			
TO810000-11110				Cash Equity			60.00
TO850000-21340				Vouchers Payable		60.00	
					FUND TOTAL	60.00	60.00
1160 Inmate Benevolence Fund	2023	8	4104	08/31/2023			
IB810000-11110				Cash Equity			11,541.05
IB850000-21340				Vouchers Payable		11,541.05	
					FUND TOTAL	11,541.05	11,541.05
1240 Event Center	2023	8	4104	08/31/2023			
FG810000-11110				Cash Equity			7,055.78
FG850000-21340				Vouchers Payable		7,055.78	
					FUND TOTAL	7,055.78	7,055.78
1270 Boating Safety & Patrol Fund	2023	8	4104	08/31/2023			
BS810000-11110				Cash Equity			1,531.21
BS850000-21340				Vouchers Payable		1,531.21	
					FUND TOTAL	1,531.21	1,531.21
1480 Public Safety Tax Fund	2023	8	4104	08/31/2023			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
PS810000-11110				Cash Equity			110,923.29
PS850000-21340				Vouchers Payable		110,923.29	
					FUND TOTAL	110,923.29	110,923.29
1490 Protective Inspection Srvs Fnd	2023	8	4104	08/31/2023			
BU810000-11110				Cash Equity			169.59
BU850000-21340				Vouchers Payable		169.59	
					FUND TOTAL	169.59	169.59
1540 Homeless Housing And Assistnce	2023	8	4104	08/31/2023			
HH810000-11110				Cash Equity			1,673.00
HH850000-21340				Vouchers Payable		1,673.00	
					FUND TOTAL	1,673.00	1,673.00
1550 Solid Waste Collection Fund	2023	8	4104	08/31/2023			
SW810000-11110				Cash Equity			283.87
SW850000-21340				Vouchers Payable		283.87	
					FUND TOTAL	283.87	283.87
1600 Behavioral Health	2023	8	4104	08/31/2023			
BHF81000-11110				Cash Equity			17,673.03
BHF85000-21340				Vouchers Payable		17,673.03	
					FUND TOTAL	17,673.03	17,673.03
5010 Equipment Rental & Revolving	2023	8	4104	08/31/2023			
ER810000-11110				Cash Equity			33,202.01
ER850000-21340				Vouchers Payable		33,202.01	
					FUND TOTAL	33,202.01	33,202.01
5020 Central Services	2023	8	4104	08/31/2023			
IT810000-11110				Cash Equity			681.19
IT850000-21340				Vouchers Payable		681.19	
					FUND TOTAL	681.19	681.19
5040 Insurance Management	2023	8	4104	08/31/2023			
IM810000-11110				Cash Equity			2,514.67
IM850000-21340				Vouchers Payable		2,514.67	
					FUND TOTAL	2,514.67	2,514.67
9999 Treasurers Pooled Cash	2023	8	4104	08/31/2023			
99900000-11120				AP Check Claims Clearing			382,799.72

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
99900000-80010				Due To General Fund	141,171.46	
99900000-81010				Due To County Road	15,409.66	
99900000-81080				Due To Human Services	38,498.28	
99900000-81110				Due To Election Reserve	411.63	
99900000-81120				Due To Treasurers O & M	60.00	
99900000-81160				Due To Inmate Benevolence Fund	11,541.05	
99900000-81240				Due To Fairgrounds Oper Budget	7,055.78	
99900000-81270				Due To Boating Safety & Patrol	1,531.21	
99900000-81480				Due To Public Safety Tax Fund	110,923.29	
99900000-81490				Due To Protective Insp Srvs Fd	169.59	
99900000-81540				Due To Homeless Hsng & Assistn	1,673.00	
99900000-81550				Due To Solid Waste Collection	283.87	
99900000-81600				Due To Behavioral Health	17,673.03	
99900000-85010				Due To Equipment Rental & Rev	33,202.01	
99900000-85020				Due To Central Services	681.19	
99900000-85040				Due To Insurance Management	2,514.67	
				FUND TOTAL	382,799.72	382,799.72

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		141,171.46
1010	County Road		15,409.66
1080	Human Services		38,498.28
1110	Election Reserve		411.63
1120	Treasurers O & M		60.00
1160	Inmate Benevolence Fund		11,541.05
1240	Event Center		7,055.78
1270	Boating Safety & Patrol Fund		1,531.21
1480	Public Safety Tax Fund		110,923.29
1490	Protective Inspection Srvs Fnd		169.59
1540	Homeless Housing And Assistnce		1,673.00
1550	Solid Waste Collection Fund		283.87
1600	Behavioral Health		17,673.03
5010	Equipment Rental & Revolving		33,202.01
5020	Central Services		681.19
5040	Insurance Management		2,514.67
9999	Treasurers Pooled Cash	382,799.72	
	TOTAL	382,799.72	382,799.72

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

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
594	09/01/2023	EFT	102812	K & H INTEGRATED PRINT, SOLUTIONS	08/22/2023		090123E	19,250.00
						CHECK	594 TOTAL:	19,250.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 19,250.00

	COUNT	AMOUNT
TOTAL EFT'S	1	19,250.00

*** GRAND TOTAL *** 19,250.00

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 4106									
APP EL500000-21340					Vouchers Payable			19,250.00	
08/31/2023 090123E		090123			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				19,250.00
08/31/2023 090123E		090123			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			19,250.00	19,250.00
APP 99900000-81110					Due To Election Reserve			19,250.00	
08/31/2023 090123E		090123							
APP EL100000-11110					Cash Equity				19,250.00
08/31/2023 090123E		090123							
					SYSTEM GENERATED ENTRIES TOTAL			19,250.00	19,250.00
					JOURNAL 2023/08/4106 TOTAL			38,500.00	38,500.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
1110 Election Reserve	2023	8	4106	08/31/2023		
EL100000-11110				Cash Equity		19,250.00
EL500000-21340				Vouchers Payable	19,250.00	
				FUND TOTAL	19,250.00	19,250.00
9999 Treasurers Pooled Cash	2023	8	4106	08/31/2023		
99900000-11121				AP Wire Clearing		19,250.00
99900000-81110				Due To Election Reserve	19,250.00	
				FUND TOTAL	19,250.00	19,250.00

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1110 Election Reserve		19,250.00
9999 Treasurers Pooled Cash	19,250.00	
TOTAL	19,250.00	19,250.00

** 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
1104	09/01/2023	WIRE	101046	B C MEALS	08/22/2023			257.95
							CHECK 1104 TOTAL:	257.95
1112	09/01/2023	WIRE	101529	B C WORKMANS COMP	08/24/2023			4,885.58
							CHECK 1112 TOTAL:	4,885.58
1113	09/01/2023	WIRE	101046	B C MEALS	08/13/2023			258.95
							CHECK 1113 TOTAL:	258.95
1114	09/01/2023	WIRE	101046	B C MEALS	08/28/2023			24.95
							CHECK 1114 TOTAL:	24.95
1115	09/01/2023	WIRE	101046	B C MEALS	08/28/2023			24.95
							CHECK 1115 TOTAL:	24.95
					NUMBER OF CHECKS 5		*** CASH ACCOUNT TOTAL ***	5,452.38

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	5	5,452.38

*** GRAND TOTAL *** 5,452.38

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 4105									
APP GF005000-21340					Vouchers Payable			307.85	
08/31/2023	CASH DISB	090123			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100					Main Checking				5,452.38
08/31/2023	CASH DISB	090123			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			4,885.58	
08/31/2023	CASH DISB	090123			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			258.95	
08/31/2023	CASH DISB	090123			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			5,452.38	5,452.38
APP 99900000-80010					Due To General Fund			307.85	
08/31/2023	CASH DISB	090123							
APP GF001000-11110					Cash Equity				307.85
08/31/2023	CASH DISB	090123							
APP 99900000-85030					Due To Workmens Compensation			4,885.58	
08/31/2023	CASH DISB	090123							
APP WC810000-11110					Cash Equity				4,885.58
08/31/2023	CASH DISB	090123							
APP 99900000-81480					Due To Public Safety Tax Fund			258.95	
08/31/2023	CASH DISB	090123							
APP PS810000-11110					Cash Equity				258.95
08/31/2023	CASH DISB	090123							
					SYSTEM GENERATED ENTRIES TOTAL			5,452.38	5,452.38
					JOURNAL 2023/08/4105 TOTAL			10,904.76	10,904.76

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	8	4105	08/31/2023			
GF001000-11110				Cash Equity			307.85
GF005000-21340				Vouchers Payable		307.85	
					FUND TOTAL	307.85	307.85
1480 Public Safety Tax Fund	2023	8	4105	08/31/2023			
PS810000-11110				Cash Equity			258.95
PS850000-21340				Vouchers Payable		258.95	
					FUND TOTAL	258.95	258.95
5030 Workmens Compensation	2023	8	4105	08/31/2023			
WC810000-11110				Cash Equity			4,885.58
WC850000-21340				Vouchers Payable		4,885.58	
					FUND TOTAL	4,885.58	4,885.58
9999 Treasurers Pooled Cash	2023	8	4105	08/31/2023			
99900000-11100				Main Checking			5,452.38
99900000-80010				Due To General Fund		307.85	
99900000-81480				Due To Public Safety Tax Fund		258.95	
99900000-85030				Due To Workmens Compensation		4,885.58	
					FUND TOTAL	5,452.38	5,452.38

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		307.85
1480 Public Safety Tax Fund		258.95
5030 Workmens Compensation		4,885.58
9999 Treasurers Pooled Cash	5,452.38	
TOTAL	5,452.38	5,452.38

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Professional Services Contract with Corrections Consulting Services, LLC
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Jeff Aultman; Chief Guerrero; Purchasing Dept.

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

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

Summary / Background Information

Per Resolution 2020-294, the Board of Commissioners approved the Professional Services Contract with Bruce Kuennen, dba/Kuennen Northwest for PREA auditing certification services for the Benton County Corrections Department (BCCD).

BCCD's PREA certification is up for renewal and Bruce Kuennen, a certified PREA Auditor, no longer owns his own business and is now a subcontractor for Corrections Consulting Services, LLC.

Corrections Consulting Services, LLC provided BCCD a proposal to provide a full audit and other related services for the specific purpose of recertifying BCCD with Prison Rape Elimination Act (PREA) certification for an amount not to exceed $8,000 excluding WSST, plus reimbursement for airfare, car rental, meals, and lodging.

Fiscal Impact

Cost: $8,000 excluding WSST, plus reimbursements for airfare, car rental, meals, and lodging.

Funding: General Fund, Dept 120, 54103 – Professional Services.

Recommendation

Approve the attached Resolution and Professional Services Contract between Benton County and Corrections Consulting Services, LLC and authorize the Chairman of the Board to sign said contract, with a term commencing upon signature of both parties and terminating December 31, 2024.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PROFESSIONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND CORRECTIONS CONSULTING SERVICES, LLC TO PROVIDE AUDITING SERVICES FOR THE PURPOSE OF PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, the Prison Rape Elimination Act (PREA) was passed in 2003 with unanimous approval from both parties within Congress. The purpose of the act was to provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations, and funding to protect individuals from prison rape; and

WHEREAS, per Resolution 2020-294 the Board of Benton County Commissioners approved the Professional Services Contract with Bruce Kuennen, dba/Kuennen Northwest for PREA auditing certification services for the Benton County Corrections Department (BCCD); and

WHEREAS, BCCD's PREA certification is up for renewal and Bruce Kuennen, a certified PREA Auditor, is now a subcontractor for Corrections Consulting Services, LLC; and

WHEREAS, Corrections Consulting Services, LLC provided BCCD a proposal to provide a full audit and other related services for the specific purpose of recertifying BCCD with Prison Rape Elimination Act (PREA) certification for an amount not to exceed $8,000 excluding WSST, plus reimbursement for airfare, car rental, meals, and lodging; and

WHEREAS, the Chief of Corrections has reviewed the proposal and scope of work and recommends entering into a Professional Services Contract with Corrections Consulting Services, LLC utilizing Bruce Kuennen as their subcontractor for PREA auditing certification services; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the recommendation and hereby authorizes the Chairman of the Board to sign the Professional Services Contract between Benton County and Corrections Consulting Services, LLC for a contract amount not to exceed $8,000 excluding WSST, plus any reimbursements for airfare, car rental, meals, and lodging as further outlined in the attached Contract; and

BE IT FURTHER RESOLVED, the term of the Contract shall commence upon signature of both parties and shall terminate December 31, 2024; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign said Contract between Benton County and Corrections Consulting Services, LLC.

Dated this 12th day of September, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Original: BCCD
cc: Auditor; PA; Corrections Consulting Services

L. Small

BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CORRECTIONS CONSULTING SERVICES, LLC**, a foreign limited liability company under the laws of the State of Washington with its principal offices at 105 Water ridge Ct, Buchanan Dam, TX 78609-4561 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Terms and Conditions (this document)

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall expire on December 31, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR agrees to provide auditing and other related services for the specific purpose of assisting the COUNTY in recertification for Prison Rape Elimination Act ("PREA") compliance as needed and as further outlined in Section 5.a below. CONTRACTOR agrees to perform Contract Services activities as may be agreed upon by CONTRACTOR and COUNTY from time to time in accordance with COUNTY's specifications and in compliance with all applicable federal, state, and local laws. CONTRACTOR shall exercise the degree of skill and competency normally exercised by persons performing services of a similar nature. CONTRACTOR will provide only those services specifically requested by COUNTY and will only

bill for services provided.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Kathy Brownfield
Address:	PO Box 596 Buchanan Dam, TX 78609
Phone:	(713) 818-9098
Email:	kathy@correctionscs.com

b. For COUNTY:

Name:	Kasey Kist, Custody Lieutenant
Address:	7122 W Okanogan Pl., Suite B110 Kennewick, WA 99336
Phone:	(509) 405-5045
Email:	kasey.kist@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of eight thousand dollars and zero cents ($8,000), excluding W.S.S.T. for the following services:

Full Audit, including

- Pre-onsite review of COUNTY submitted written materials via the On-line audit system
- On-site Audit
- Post onsite audit review, including written interim report, and corrective action plan, if necessary
- Corrective Action Verification
- Final Report

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

c. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for the expenses set forth in Section 5.d. Invoices shall detail the dates of services and documentation set forth in Section 5.d. The COUNTY shall reimburse the CONTRACTOR for those items in the month following the date in which the expenses were incurred and will remit payment within thirty (30) days from the date of receipt of the invoice.

d. In addition to the compensation specified above in Section 5.a, COUNTY shall reimburse CONTRACTOR for air fare (round trip from state of residency to Pasco, WA), reasonable rental car for (4) days, reasonable hotel accommodations (government rate) for (4) days upon CONTRACTOR's provision of appropriate receipts, and per diem for (3) full days, plus two travel days per rates as further outlined in the GSA. CONTRACTOR shall include documentation of travel expenses with the invoices required in Section 5.c above.

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

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

minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability

insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

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

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

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

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

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

Occurrence Policy form.

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

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

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

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

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

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

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

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

9. TERMINATION

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

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

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

completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only Bruce Kuennen as the Lead Auditor and its subcontractor, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

c. The CONTRACTOR shall have and maintain complete

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

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

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

13. COMPLIANCE WITH LAWS

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

14. 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 County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of

any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

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

to such statutory provision.

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 18); extended reporting period requirements for professional liability insurance (Section 8(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 COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

28. PUBLIC RECORDS ACT

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

29. SECURITY BACKGROUND CHECK

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

If fingerprints are required, CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite must present themselves, their government issued identification and a check, exact cash, or money order for $34.25 for livescan,

or $71.25 if required to ink roll the fingerprint, to the records staff at the Benton County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Chief of Corrections for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTY network and the majority of computers within the facilities.

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

30. SIGNATURES IN COUNTERPART

By signing below, the Parties consent to conduct this transaction by electronic means, and expressly agree that this Agreement can be signed in counterpart via original or electronic signature. The Parties further agree that a copy of the fully executed Agreement shall have the same force and effect as the original.

- This section was intentionally left blank -

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

Dated: _____

BENTON COUNTY, WASHINGTON

Will McKay, Chairman
Benton County Commissioner

Approved as to Form:

Jeff Aultman, Civil DPA

Dated: 08/21/2023

CORRECTIONS CONSULTING SERVICES, LLC

Kathy Brownfield
Signature

Chief Exeutive Officer
Title:

Kathy Brownfield
Print Name

Bruce Kuennen
Bruce Kuennen (Aug 21, 2023 15:03 PDT)

Bruce Kuennen, Lead Auditor
Independent Contractor and Subcontractor for Corrections Consulting Services, LLC.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Purchase of Conductive Distraction and De-escalation Devices from Compliant Technologies for the Benton County Corrections Department
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	LeeAnn Holt; Chief Guerrero; Purchasing Department

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

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

Summary / Background Information

Compliant Technologies, LLC is a sole source provider for the proprietary and patent pending technology in the realm of CD3 (Conductive Distraction and De-escalation Device) technology products and devices including the G.L.O.V.E (Generated Low Output Voltage Emitter), EBR (E-BAND Restrictors), E-VEST, and Shield Devices. The low current delivered through these devices and the way the current is delivered create an interaction with the body to provide Neural Peripheral Interference. There are no other like devices on the market that act similarly or have extensive medical study, product research, and testing behind them.

Compliant Technologies provided a quote for the purchase of six (6) G.L.O.V.E and two (2) E-BAND and all associated software, equipment, warranty, and training per attached quotes WA-BCCD-Q1 and WA-BCCD-Q2 for an overall price not to exceed $19,330.67 excluding WSST.

The Chief of Corrections has reviewed the quotes and recommends awarding the purchase of said equipment to Compliant Technologies as being a sole source provider in the CD3 devices for the purchase of said equipment for the safety of the Corrections Officers and the County Courts.

Fiscal Impact

Cost: Total amount not to exceed $19,330.67 excluding WSST.

Funding: $4,805.62 excluding WSST shall be paid from the Inmate Benevolence Fund, Dept. 000.53106 and then a reimbursement by the Risk Pool for an amount up to $5,000 shall be paid back into said fund. An amount not to exceed $14,525.06 excluding WSST shall be paid from the General Fund, Dept 120.53501.

Recommendation

Approve the attached Resolution authorizing the purchase of Conductive Distraction and De-escalation Devices from Complain Technologies, LLC as a sole source vendor for the Benton County Corrections Department.

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 CONDUCTIVE DISTRACTION AND DE-ESCALATION DEVICES FROM COMPLIANT TECHNOLOGIES, LLC AS A SOLE SOURCE VENDOR FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, Compliant Technologies, LLC is a sole source provider for the proprietary and patent pending technology in the realm of CD3 (Conductive Distraction and De-escalation Device) technology products and devices including the G.L.O.V.E (Generated Low Output Voltage Emitter), EBR (E-BAND Restrictors), E-VEST, and Shield Devices; and

WHEREAS, the low current delivered through these devices and the way the current is delivered create an interaction with the body to provide Neural Peripheral Interference. There are no other like devices on the market that act similarly or have extensive medical study, product research, and testing behind them; and

WHEREAS, the Benton County Corrections Department requested Compliant Technologies' representative to come on site to demonstrate how the equipment works amongst the Correctional Officers; and

WHEREAS, Compliant Technologies provided a quote for the purchase of six (6) G.L.O.V.E and two (2) E-BAND and all associated software, equipment, warranty, and training per attached quotes WA-BCCD-Q1 and WA-BCCD-Q2 for an overall price not to exceed $19,330.67 excluding WSST; and

WHEREAS, the Chief of Corrections has reviewed the quotes and recommends awarding the purchase of said equipment to Compliant Technologies as being a sole source provider in the CD3 devices for the purchase of said equipment for the safety of the Corrections Officers and the County Courts; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby authorizes the purchase of two (2) E-BAND Restrictor devices and associate software, equipment, supplies and two (2) year warranty as further outlined in the attached quote WA-BCCD-Q1 for an amount not to exceed $4,805.62 excluding WSST to be paid to Compliant Technologies, LLC Phoenix, AZ and shall be paid from the Inmate Benevolence Fund, 000.53106 and then a reimbursement by the Risk Pool for an amount up to $5,000 shall be paid back into said fund; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the purchase of six (6) G.L.O.V.E (Generated Low Output Voltage Emitter) devices and associate equipment, supplies, training, and three (3) year warranty as further outline in the attached quote WA-BCCD-Q2 for an amount not to exceed $14,525.05 excluding WSST to be paid to Compliant Technologies, LLC and shall be paid from the General Fund, Dept 120.53501.

Dated this 12th day of September, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest.....
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD
cc: Auditor, PA, Compliant Technology

Prepared by: L. Small

COMPLIANT TECHNOLOGIES

AUTHORIZED DEALER
KLS INSTALLATIONS Inc
2001 W. Rose Garden Ln
Phoenix, AZ 85027

QUOTE DATE
July 12, 2023
ORDER REF. #
WA-BCCD-Q1

ORDER AND PURCHASE REFERENCE INFORMATION

POINT OF CONTACT INFORMATION	AGENCY or DEPARTMENT	AGENCY CONTACT INFO
Officer Boris Draskovic	**BENTON COUNTY CORRECTIONS DEPT**	**MAIN / DESK**
(509) 783-1310 (509) 308-7457	KENNEWICK WASHINGTON	(509) 783-1310

BILLING AND SHIPPING REFERENCE INFORMATION

BILL TO:	SHIP TO:
BENTON COUNTY CORRECTIONS DEPARTMENT **7122 W Okanogan Pl Suite B110** **Kennewick, WA 99336**	**COMPLIANT TECHNOLOGIES - KLS** **2001 W. Rose Garden Ln** **Phoenix, AZ 85027** **Hold for Delivery**
Attn **Rob Guerrero**	**Instructions**
Dept. **Chief of Corrections**	
Phn **(509) 222-3788** Email robert.guerrero@co.benton.wa.us	

QTY	MODEL CODE	PRODUCT	PRODUCT DESCRIPTION - SPECIFICATIONS	UNIT PRICE	TOTAL
2	CT-MFEBA	E-BAND *CD3*	Restrictor - Arm/Ankle - MULTI FREQUENCY - up to 5 devices - Min. purchase of 2	$1,795.00	$ 3,590.00
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -

2	CD3 Technology Products	Compliant Technologies Product Total	$ 3,590.00

QTY	MODEL CODE	PRODUCT	ADD ON PRODUCT / SERVICE DESCRIPTION - SPECIFICATIONS	UNIT PRICE	TOTAL
1	CT-DMP	SOFTWARE	Software - Data Management Portal for Customer Owned Recording Software	$349.00	$ 349.00
1	MSP-SHW(Tb)	WIPES	E-1003-02, Sanitizing Hand Wipes - (CASE of 12) 80 count Tub	$108.62	$ 108.62
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -

2	ADD ON Fields - CD3 Accessories / MY-SHIELD Products	Accessory & ADD ON Product Total	$ 457.62

Compliant Technologies Contact # **(623) 521-9962**
Distribution Manager, Stryder St.John

Make all Payments / Transactions payable to **COMPLIANT TECHNOLOGIES**

This Quote is Effective and Approved for 60 days from the issue date.

PRODUCT & SERVICES - **SUBTOTAL**	$	4,047.62
PRODUCT TAXES & ASSESMENTS	Enter Amt	$ -
CD3 TRAINING	Enter Amt	$ -
SHIPPING & HANDLING	Enter Amt	$ 40.00
DEPOSITS	Enter Amt	$ -
CREDITS	Enter Amt	$ -
TOTAL DUE WHEN RECEIVED		**$ 4,087.62**
Compliant Tech. Add **2nd** Year **WARRANTY**	**ADD**	$ 718.00
Compliant Tech. Add **3rd** Year **WARRANTY**		$ -
With Additional **WARRANTY(s)** included	$	4,805.62

Special Instructions - Notes

WARRANTY Added **TBD**

Thank you for your business!

TERMS AND CONDITIONS COMMUNICATED AND SENT SEPARATELY FOR THIS TRANSACTION

COMPLIANT TECHNOLOGIES

AUTHORIZED DEALER

KLS INSTALLATIONS Inc
2001 W. Rose Garden Ln
Phoenix, AZ 85027

QUOTE DATE
July 12, 2023
ORDER REF. #
WA-BCCD-Q2

ORDER AND PURCHASE REFERENCE INFORMATION

POINT OF CONTACT INFORMATION	AGENCY or DEPARTMENT	AGENCY CONTACT INFO
Officer Boris Draskovic	**BENTON COUNTY CORRECTIONS DEPT**	**MAIN / DESK**
(509) 783-1310 (509) 308-7457	KENNEWICK WASHINGTON	(509) 783-1310

BILLING AND SHIPPING REFERENCE INFORMATION

BILL TO:	SHIP TO:
BENTON COUNTY CORRECTIONS DEPARTMENT 7122 W Okanogan Pl Suite B110 Kennewick, WA 99336	COMPLIANT TECHNOLOGIES - KLS 2001 W. Rose Garden Ln Phoenix, AZ 85027 Hold for Delivery
Attn **Rob Guerrero**	**Instructions**
Dept. **Chief of Corrections**	
Phn **(509) 222-3788** Email robert.guerrero@co.benton.wa.us	

QTY	MODEL CODE	PRODUCT	PRODUCT DESCRIPTION - SPECIFICATIONS	UNIT PRICE	TOTAL
3	CT-F2PBSD LG	G.L.O.V.E. *CD3*	Standard - BLACK - SD Card Recordable - Large	$1,595.00	$ 4,785.00
3	CT-F2PBSD XL	G.L.O.V.E. *CD3*	Standard - BLACK - SD Card Recordable - Extra Large	$1,595.00	$ 4,785.00
1	CT-SDRC	REMOTE	SD Card Programmer	$299.00	$ 299.00
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -

7	CD3 Technology Products	Compliant Technologies Product Total	$ 9,869.00

QTY	MODEL CODE	PRODUCT	ADD ON PRODUCT / SERVICE DESCRIPTION - SPECIFICATIONS	UNIT PRICE	TOTAL
6	CT-GS	ACCESSORY	Glove Stix - Anti Bacterial, Odor and Moisture Neutralizing Stix	$30.00	$ 180.00
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -
0	No Selection	NA	NA	$0.00	$ -

6	ADD ON Fields - CD3 Accessories / MY-SHIELD Products	Accessory & ADD ON Product Total	$ 180.00

Compliant Technologies Contact # **(623) 521-9962**
Distribution Manager, Stryder St.John

Make all Payments / Transactions payable to **COMPLIANT TECHNOLOGIES**

This Quote is Effective and Approved for 60 days from the issue date.

PRODUCT & SERVICES - **SUBTOTAL**		$	10,049.00
PRODUCT TAXES & ASSESMENTS	Enter Amt	$	-
CD3 TRAINING	Enter Amt	$	1,195.00
SHIPPING & HANDLING	Enter Amt	$	40.00
DEPOSITS	Enter Amt	$	-
CREDITS *Promotional Sale Credit*	Enter Amt	$	1,200.00
TOTAL DUE WHEN RECEIVED		**$**	**10,084.00**
Compliant Tech. Add **2nd** Year **WARRANTY**	ADD	$	1,973.80
Compliant Tech. Add **3rd** Year **WARRANTY**	ADD	$	2,467.25
With Additional **WARRANTY(s)** included		$	14,525.05

Special Instructions - Notes

WARRANTY Added TBD

Notes

Thank you for your business!

TERMS AND CONDITIONS COMMUNICATED AND SENT SEPARATELY FOR THIS TRANSACTION

COMPLIANT
TECHNOLOGIES

PO Box 24714, Lexington, KY 40524
Phone: 859-447-0576
E-Mail: info@complianttechnologies.net
Web: www.complianttechnologies.net

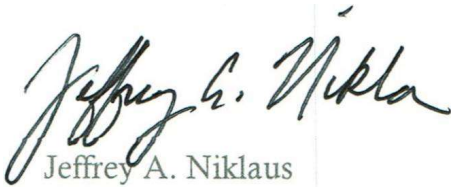
To Whom It May Concern,

This letter is meant to document that Compliant Technologies, LLC a veteran owned and Kentucky based LLC is the sole source provider for proprietary and patent pending technology in the realm of CD3 Devices. CD3 (Conductive Distraction and De-escalation Device) technology products and devices include The G.L.O.V.E. (Generated Low Output Voltage Emitter), EBR or E-BAND Restrictors, E-VEST and Shield Devices. The low current delivered through these devices and the way the current is delivered create an interaction with the body to provide Neural Peripheral Interference. This CD3 technology is revolutionary and proprietary. There are no other like devices on the market that act similarly or have the extensive medical study, product research and testing behind them. Compliant Technologies offers a thorough Training process along with company recognition through the Federal Cage Code Identification System.

Further questions may be directed to Jeff Niklaus, Founder and CEO of Compliant Technologies or Dan De La Cruz, President and COO of Compliant Technologies. They can be reached at the following contact information:

Jeff Niklaus – Phn# (814) 441-8744 email – jeff@complianttechnologies.net
Dan De La Cruz – Phn# (623) 688-5190 email – dan@complianttechnologies.net

Sincerely,



Jeffrey A. Niklaus
Founder & CEO Compliant Technologies, LLC
"The Force Multiplier"

Daniel De La Cruz
President & COO Compliant Technologies, LLC

Terms & Conditions – Purchases Of Products Or Services – Governmental or Approved Private Entities Within the United States

Terms and Conditions – Accompanying Quote – Governmental or Private Entities within the United States

1) The below Terms and Conditions (hereinafter T&C) apply to transactions between Compliant Technologies, LLC, a limited liability company of the Commonwealth of Kentucky, its suppliers of products and its authorized dealers (hereinafter COMPLIANT) and one or more governmental entities within the United States (hereinafter ENTITY) for products (hereinafter PRODUCTS or PRODUCT) and/or training services (hereinafter SERVICES or SERVICE) that shall be supplied by COMPLIANT to the ENTITY.

2) The PRODUCTS and/or SERVICES supplied and prices therefore to be supplied to ENTITY are identified in COMPLIANT's order form (hereinafter QUOTE). Unless modified in writing and agreed to by both Parties, these T&C control all sales of PRODUCTS and/or SERVICES to ENTITY.

3) Pursuant to these T&C, an ENTITY is defined as "any national, federal, state, municipal, local, territorial or other government organization or any approved private entity functionally equivalent or any armed forces, department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any public court, judicial, administrative body or tribunal."

4) These T&C are incorporated, by reference, into the QUOTE, and any payment of the QUOTE by ENTITY accepted by COMPLIANT indicates that both Parties agree to the amount of the QUOTE and acceptance of the T&C.

I) Order and Delivery of PRODUCTS

1) When ENTITY orders PRODUCTS from COMPLIANT, ENTITY agrees to pay for the quantities, sizes, sales prices and any non-exempted taxes and fees identified in the QUOTE.

2) No later than eight weeks subsequent to the execution of the QUOTE, COMPLIANT will deliver, via COMPLIANT's agent, PRODUCTS identified in the QUOTE to ENTITY.

3) With receipt of ENTITY's order of PRODUCTS identified in the QUOTE, COMPLIANT shall receive one half of the total amount identified in the QUOTE.

4) With delivery of the PRODUCTS identified in the QUOTE and subsequent final order, the ENTITY's unpaid balance becomes payable, in full, to COMPLIANT according to the terms set forth in the QUOTE.

II) Order of SERVICES

1) When ENTITY orders SERVICES from COMPLIANT, ENTITY agrees to pay for any non-exempted taxes and fees identified in the QUOTE.

2) COMPLIANT must receive payment in full of ENTITY's orders for SERVICES in the amount as identified in the QUOTE before SERVICES are provided to ENTITY. If required, subsequent to COMPLIANT receiving payment for SERVICES, ENTITY shall receive a digital key allowing ENTITY access to online SERVICES.

ENTITY affirms that:

- At least one person legally associated with the ENTITY is in possession of instructor qualification or recertification from COMPLIANT before the instructor trains any trainees, legally associated with the ENTITY, in the operation and use of the PRODUCTS. Legally associated with the ENTITY means a real person that is an employee, an agent or an independent contractor associated with the ENTITY.
- Only persons legally associated with the ENTITY are eligible to engage in SERVICES for the PRODUCTS.
- Any person legally associated with the ENTITY must successfully complete the SERVICES before using the PRODUCTS.

- Any certification received from COMPLIANT will have an expiration date of two years subsequent to initial in-person or online qualification or recertification.

III) Order Cancellation Service Charge

After seventy-two hours (72) subsequent to ENTITY's order of PRODUCTS and/or SERVICES, if ENTITY cancels the order of PRODUCTS and/or SERVICES identified in the QUOTE, COMPLIANT shall retain thirty percent (30%) of the consideration identified in the QUOTE and received by COMPLIANT and shall refund the remainder of the consideration received to ENTITY.

IV) Taxes

Any taxes or similar charges, including, but not limited to, applicable federal, state, national, jurisdictional, provincial and local sales, excise, value added, goods and services taxes, as well as any tariffs, duties and related surcharges (hereinafter ADDITIONAL TAXES and FEES) are the responsibility of ENTITY. Unless ENTITY has provided COMPLIANT with an exemption resale certificate in the appropriate form for the jurisdiction of ENTITY's place(s) of operations and any jurisdiction to which PRODUCTS and/or SERVICES are to be directly shipped or delivered hereunder, or unless the sale is otherwise exempt from such ADDITIONAL TAXES and FEES, ENTITY agrees to indemnify and hold COMPLIANT harmless for any liability for ADDITIONAL TAXES and FEES in connection with this sale of PRODUCTS and/or SERVICES, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, the ADDITIONAL TAXES and FEES, including penalties and interest thereon, will appear on a separate invoice to ENTITY.

V) Title – Risk of Loss

1) Clear title to the PRODUCTS passes to ENTITY when ENTITY has paid COMPLIANT in full for the PRODUCTS associated with the QUOTE.

2) Risk of Loss passes to ENTITY when the PRODUCTS are delivered to ENTITY.

VI) Limited Warranty/Indemnification

1) For a period of one year subsequent to the date that any PRODUCT identified in the QUOTE is received by ENTITY, COMPLIANT warrants that it will replace or repair, at no charge to ENTITY, any nonconforming PRODUCT that is defective due to material or workmanship. Pursuant to this Section VI, paragraph 1, of these T&C, when ENTITY is supplied with newly manufactured state-of-the art identical or improved PRODUCT corresponding to the PRODUCT(S) identified in the QUOTE, provided that the replaced and used PRODUCTS are functional ENTITY shall return the replaced and used PRODUCT to COMPLIANT upon receipt of the newly manufactured state-of-the art identical or improved PRODUCT. If it is determined the nonconforming PRODUCT was damaged to ENTITY's abuse, misuse or neglect of the PRODUCT, ENTITY shall be responsible for the costs of the repaired or replaced PRODUCT.

2) The opening of any container containing any PRODUCT identified in this Agreement by ENTITY, when the opening of the container is not in the presence of COMPLIANT's representative or an authorized Level 1 certified instructor or user for ENTITY, shall void the Section VI, paragraph 1) warranty set forth in these T&C.

3) COMPLIANT's exclusive obligations with respect to loss of use of a non-conforming PRODUCT shall be, at COMPLIANT's option, to repair or replace the PRODUCT or refund to ENTITY the purchase price paid for the nonconforming PRODUCT. This Section VI, paragraph 3) shall not be interpreted to limit ENTITY's recovery for claims of personal injury, wrongful death, property damage, or other claims which arise due to the non-conforming nature of a PRODUCT.

4) No warranty shall apply to any PRODUCT that has been subject to ENTITY's misuse, improper testing, assembly, mishandling, or which has been operated contrary to current instructions relating to installation, maintenance or operation, or contrary to industry standards.

5) Any PRODUCT repaired or replaced by COMPLIANT shall be warrantied as provided in these T&C for the remaining term identified in Section VI, paragraph 1).

6) Other than these T&C, any other written or verbal communication by any of COMPLIANT's representatives in connection with any PRODUCT identified in the QUOTE does not create an express or implied warranty.

7) COMPLIANT will indemnify ENTITY as a result of ENTITY's adjudicated unappealable liability for any trademark/service mark, trade dress, trade secret, copyright, design or patent infringement, or infringement or interference with any other intellectual property right, which could occur, as a result of the sale of any PRODUCT identified in the QUOTE.

8) With respect to this Section V1, paragraph 7), there shall be no remedy or recourse against COMPLIANT when the infringement or interference arises from or is otherwise based upon (i) COMPLIANT's compliance with the particular requirements of ENTITY that differ from COMPLIANT's standard specifications for a PRODUCT; (ii) modifications or alterations of the PRODUCT other than by COMPLIANT; or (iii) a combination of the PRODUCT with other devices or items not furnished or manufactured by COMPLIANT.

9) COMPLIANT warrants that all goods shall be free from defects (including defects in design) and fit and suitable for the intended purposes. COMPLIANT also warrants that all SERVICES shall be performed in a professional manner. The foregoing warranties are in addition to, and shall not limit, any other warranties or protections that exist by operation of law.

10) For a final and unappealable judgment of product liability against the PRODUCTS or an adverse personal injury/wrongful death judgement against ENTITY for ENTITY's use of PRODUCTS sold by COMPLIANT to ENTITY, COMPLIANT's cumulative/aggregate liability is limited to one million dollars ($1,000,000.00).

VII) ENTITY'S Option to Purchase Extended Warranty for PRODUCT(s)

1) Before 90 days
2) Subsequent to ENTITY'S initial purchase of any PRODUCT, ENTITY has the option to purchase a second year and/or third year warranty identical to the T&C Section VI, paragraph 1) warranty set forth above. The extended warranties are as follows:

   a) The second year extended warranty shall cost twenty percent (20%) of the total price of the PRODUCTS(s) identified in the QUOTE(s) describing the PRODUCTS(s) initially purchased and shall extend the Section VI, paragraph 1) warranty for a second year from the date of initial purchase of the PRODUCTS(s); and/or

   b) The third year extended warranty shall cost twenty percent (20%) of the total price of the PRODUCTS(s) identified in the QUOTE(s) describing the PRODUCTS(s) initially purchased and shall extend the Section VI, paragraph 1) warranty for a third year from the date of initial purchase of the PRODUCTS(s).

VIII) COMPLIANT's Intellectual Property Rights

1) Other than for the PRODUCTS use as described in the PRODUCTS' accompanying user instructions, nothing in these T&C grants ENTITY any rights or license to make, use or sell any software or other intellectual property associated with the PRODUCTS.

2) Other than for the SERVICES used as described by COMPLIANT, nothing in these T&C grants ENTITY any rights or license to make, use or sell any software or other intellectual property associated with the SERVICES.

IX) ENTITY's Customary Payment

1) Via ENTITY's customary purchase procedures, ENTITY shall initiate payment of the QUOTE to COMPLIANT.

2) When ENTITY's local ordinances, jurisdictional statutory or regulatory laws require additional provisions to these T&C before the QUOTE is consummated, ENTITY shall supply, in a written document, the required provisions and the regulatory and/or statutory citations requiring the additional provisions for approval by COMPLIANT.

3) With the exception of ENTITY's payment method for the QUOTE for PRODUCTS and/or SERVICES identified in the QUOTE, ENTITY's customary purchase procedures shall not alter any other provision of these T&C.

4) With regard to PRODUCTS, deposit into COMPLIANT's banking account and clearance of ENTITY's payment of the amount identified in the QUOTE shall signify that COMPLIANT agrees to Section IX, paragraph 2) payment provisions of ENTITY.

5) With regard to SERVICES, the deposit into COMPLIANT's banking account of the full payment for SERVICES identified in the QUOTE shall signify that COMPLIANT agrees to Section IX, paragraph 2) payment provisions of ENTITY.

X) Dispute Resolution

1) Any action, demand, claim or counterclaim for negligence, personal injury, or injury to property shall be brought by either Party within thirty-six months (36) after the facts occurred upon which the cause of action arose or such action, demand, claim or counterclaim shall be forever waived except that said limitation period shall toll the date of accrual until the Party asserting such action, demand, claim, or counterclaim knows or, through the exercise of due diligence should have known all the facts necessary to establish a legal claim as may be permitted by Washington's Discovery Rule. Any action, demand, claim, or counterclaim for breach of this written contract or liability express or implied arising out of said contract shall be brought within six (6) years after the facts upon which the claimed breach of contract occurred.

2) The Parties agree to resolve any dispute between the Parties flowing from this Agreement by binding arbitration in accordance with the Rules of the American Arbitration Association.

XI) ENTITY's Acknowledgement – Arm's Length Transaction

ENTITY acknowledges that ENTITY's acceptance of the QUOTE and these T&C was entered into at arms' length and that the ENTITY was not fraudulently induced to purchase PRODUCTS and/or SERVICES. ENTITY explicitly disclaims and waives any claim with respect to the COMPLIANT's fraudulent inducement by the COMPLIANT to accept the QUOTE and these T&C.

XII) Force Majeure

1) The Parties will be excused from any performance required hereunder if such performance is rendered impossible or infeasible due to any catastrophe or other major event beyond their control, including, without limitation: war, riot, insurrection; laws, proclamations, edicts, tariffs, ordinances or regulations; strikes, lockouts, other serious labor disputes or terrorism; and floods, fires, explosions, pandemic, pestilence or other natural disasters. When such events have abated, the Parties obligations under these T&C shall resume.

2) Either Party to these T&C will have the right to terminate the QUOTE upon thirty (30) days' written notice if either Party is unable to fulfill its obligations under the QUOTE when any of the causes specified in Section XII, paragraph 1) are continuous for period of one hundred and twenty (120) days from the execution date of these T&C and accompanying QUOTE.

XII Miscellaneous Provisions

1) Section Headings – Section headings in these T&C are for convenience only and shall not be used in construing these T&C.

2) Cooperation – Each Party shall execute and deliver such further documents and cooperate as may be necessary to implement and give effect to the provisions of these T&C and accompanying QUOTE.

3) Termination of Prior Agreements Between the Parties – These T&C and accompanying QUOTE terminate and supersede any prior understandings of the Parties hereto regarding the PRODUCTS and/or SERVICES identified in the QUOTE.

4) Amendment – Any amendment to these T&C and accompanying QUOTE shall be in writing and agreed to by each Party.

5) Notices – Any notice given by either Party shall be in writing and may be delivered to the Party, an officer of the Party or a designated representative of the Party by: (a) personal delivery; (b) registered or certified mail by a governmental postal service, return receipt requested, to addresses as the Parties may hereinafter designate; (c) commercial document delivery service to addresses the Parties may hereinafter designate; or (d) facsimile or Portable Document Format (PDF) digital delivery that is subsequently confirmed by tangible documents delivered in accordance with (a), (b) or (c) of this paragraph.

6) Severability – A determination by a tribunal of competent jurisdiction that any provision of these T&C and accompanying QUOTE is invalid in whole or in part shall not affect the enforceability of these T&C's and accompanying QUOTE's remaining valid provisions.

7) No Implied Waivers – If either Party fails to require performance of any duty, warranty, covenant or obligation hereunder by the other Party, such failure shall not affect any subsequent right to require performance of that duty, warranty, covenant or obligation or any other duty, warranty, covenant or obligation thereafter. The temporary waiver by either Party of any current provision of these T&C and accompanying QUOTE shall not be a waiver of any other provision herein or future performance of the temporarily waived provision.

8) Binding Effect – Full or partial performance by the Parties of these T&C and accompany QUOTE(s) inure to the benefit of the Parties hereto and their respective representatives, any permitted assign or successor in interest.

9) Neither Party Deemed Drafter – Each Party acknowledges it had the opportunity to consult with and be represented by independent counsel of its choice throughout the negotiations that preceded the consummation of the QUOTE and these T&C and a tribunal of competent jurisdiction shall not deem either Party to be the drafter of these T&C and accompanying QUOTE.

10) Attorneys' Fees – With regard to the resolution of any legal issue associated with the QUOTE or the T&C, each Party shall bear the costs of its attorneys' fees.

The Parties agree that these T&C are incorporated, by reference, into the accompanying QUOTE.

Approved as to Form:
LeeAnn Holt
_____
LeeAnn Holt, Benton County Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/12/23
Subject:	Agreement with Breanna Zavicar
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Benton County Department of Human Services would like to re-contract with Breanna Zavicar to receive funds in order to provide drug and alcohol addiction prevention services in Benton County.

Fiscal Impact

Funding for the services described in this Agreement is provided by the Health Care Authority. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

Pass Resolution and Execute Agreement

Suggested Motion

Consent Agenda

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTION OF AGREEMENT NO. 23-24-PREV-ZAVICAR-00 TO PROVIDE PREVENTION SERVICES BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BREANNA ZAVICAR

WHEREAS, the Benton County Human Services Department has contracted with Breanna Zavicar to provide drug and alcohol addiction prevention services; and

WHEREAS, the Benton County Human Services Department would like to re-contract with Breanna Zavicar for a term commencing on July 1, 2023 and expiring on June 30, 2024;
NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement No. 23-24-PREV-ZAVICAR-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement No. 23-24-PREV-ZAVICAR-00 between Benton County Department of Human Services and Breanna Zavicar to provide drug and alcohol addition prevention services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

Dated this ….. day of . . . ., 2023

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest:

_____
Clerk of the Board

Cc: Human Services; Benton County Commissioners P.Pederson

Benton County
DEPARTMENT OF HUMAN SERVICES
#PSC-23/25-PREV-ZAVICAR-00

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 office at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY") and **Breanna Zavicar** (hereinafter "Contractor").

County's Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
E-Mail: kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Breanna Zavicar
57903 E Main PR NE
Benton City, WA 99320
Phone: 509-572-4604
E-mail: bentoncity123@gmail.com

Agreement Start Date 7/1/2023
Agreement End Date..... 6/30/24

Consideration ..... Up to $117,000

Exhibit A ..... Scope of Work
Exhibit B.....Budget
Exhibit C.....Business Associate Agreement
Exhibit D.....Data Use, Security and Confidentiality
Exhibit E.....Federal Compliance, Certifications and Assurances
Exhibit F.....SAMHSA Award Terms
Exhibit G.....Travel Policy

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

For the Contractor:

9.1.23

Breanna Zavicar Date

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Ryan K Brown, DPA

Benton County Prosecutor's Office

1. CONTRACT DOCUMENTS

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

Exhibit A.....Scope of Work
Exhibit B.....Budget
Exhibit C.....Business Associate Agreement
Exhibit D.....Data Use, Security and Confidentiality
Exhibit E.....Federal Compliance, Certifications and Assurances
Exhibit F.....SAMHSA Award Terms
Exhibit G.....Travel Policy

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1st 2023 and shall and will expire on June 30th 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide coordination and implementation of prevention programs and strategies in Benton County designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids and other drugs, increase mental health promotion and prevent suicide. These services shall be consistent with the Community Prevention and Wellness Initiative (CPWI) Prevention Services Project as further described in Exhibit A attached hereto and incorporated herein by reference.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Breanna Zavicar
Address:	57903 E Main PR NE
	Benton City, WA 99320
Phone:	509-572-4604
Email:	bentoncity123@gmail.com

b. For COUNTY:

Name:	Kyle Sullivan, Manager
	Benton County Department of Human Services
Address:	7102 W Okanogan Pl., Ste. 201
	Kennewick, WA 99336
Phone:	509-737-3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract consists of one hundred seventeen thousand dollars and no cents ($117,000) including W.S.S.T. per Exhibit B "Budget" incorporated herein by reference. This amount is inclusive of travel and meal reimbursements that may be allotted as described in the terms of Exhibit G "Travel," attached hereto. Payments under this contract are subject to all terms expressed herein, including but not limited to the terms and conditions described in Exhibit F "SAMHSA Award terms," attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR

performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

i. Form of invoice will be provided by the County
ii. Supporting documentation will accompany all invoices submitted by contractor

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY. The work shall not be considered satisfactory unless it includes but is not limited to proper documentation of and reasonable monthly costs for performing the services in accordance with Exhibit A "Scope of Work."

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. AUDIT

If the CONTRACTOR is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the CONTRACTOR shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the CONTRACTOR shall:

A. Submit to COUNTY the reporting package specified in OMB Super Circular 2 CFS 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 COUNTY follow-up and developed corrective action plans for all audit findings.

If the CONTRACTOR is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the CONTRACTOR shall notify COUNTY they did not meet the single audit requirement within 10 days of submission of the final invoice of the billing cycle of the fiscal year.

8. MONITORING AND RISK ASSESSMENT

The CONTRACTOR will comply with the annual monitoring and risk assessment performed by the COUNTY. The COUNTY reserves the right to monitor and review stated files at any time in addition to the annual review when deemed necessary to confirm that the CONTRACTOR's performance is in accordance with standards stated in Exhibit A "Statement of Work," Exhibit B "Budget," Exhibit C "Business Associate Agreement," Exhibit D "Data Use, Security and Confidentiality," Exhibit E "Federal Compliance, Certifications and Assurances" and Exhibit F "SAMHSA Award terms," all of which are attached hereto and incorporated herein by reference.

9. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the

CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 9 shall survive termination and expiration of this Contract.**

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

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

damages to the extent they are covered by workers compensation and employer's liability.

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

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

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

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

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

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

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

$1,000,000 Each Employee for Disease

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

e. **Other Insurance Provisions**:

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

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

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

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

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

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

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

for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

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

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

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

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

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

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

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

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

11. TERMINATION

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

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

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

12. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

13. 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.

14. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees. All subcontractors must be approved in writing by the COUNTY.

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

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

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

15. COMPLIANCE WITH LAWS

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

16. INSPECTION OF BOOKS AND RECORDS

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

17. 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.

18. DEBARMENT

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.

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

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

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

19. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the

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

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

20. PATENT/COPYRIGHT INFRINGEMENT

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

21. DISPUTES

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

22. CONFIDENTIALITY

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

23. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

24. SUCCESSORS AND ASSIGNS

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

25. 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.

26. 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.

27. NOTICES

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

28. 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 9 and 20); extended reporting period requirements for professional liability insurance (Section 10(a)); inspection and keeping of records and books

(Section 16); litigation hold notice (Section 29); Public Records Act (Section 30); and confidentiality (Section 22).

29. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value; the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 16 of this Contract.

30. PUBLIC RECORDS ACT

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

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EXHIBIT A

SCOPE OF WORK

July 1, 2023 - June 30, 2024

Community:	**Benton County, WA**
Coalition Name:	**Coalition for a Healthy Benton City**

This plan has been approved by the Benton County Department of Human Services, for prevention services to be provided in Benton County. The methods through which Breanna Zavicar, the CONTRACTOR, will preform coalition coordination duties shall be in accordance with this plan, unless the plan is formally amended and approved by both parties.

Funding Source Legend	
SUPTRS	*Substance Abuse Prevention Treatment Recovery Services* ***(Federal Funds)*** *(formally known as SAPT)*
PFS	*Partnership For Success* ***(Federal Funds)***
SOR III	*State Opioid Response* ***(Federal Funds)***

Community Based Process

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
Community Coalition	***SOR III***	8 sectors of the community coming together with a common goal to recuse youth substance use.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 10	Describe who this service will reach: Benton City Community, staff, and partners Estimated # of hours planned for all the cohorts or campaigns: 10 Estimated # of persons served by the planned cohorts or campaigns: 80 IOM: Universal - Direct	Organizational Partner helping deliver the program: County Fiscal Agend Oversight and 8 sectors represented; Coalition Coordinator Coalition representative that is lead on this program: Breanna Zavicar	Survey: CAT Frequency: **One Time** ☐ Not Applicable
Benton City Youth Coalition (Sub-Co)	***SUPTRS***	Youth Lead prevention coalition sub-committee guided by the principals of the SPF and delivers school and community based prevention strategies from Action Plan	Implementation Type: **Cohort** How many planned cohorts or campaigns? 16 Total activities: 16	Describe who this service will reach: Benton City youth, Middle and High School Estimated # of hours planned for all the cohorts or campaigns: 16 minimum Estimated # of persons served by the planned cohorts or campaigns: Minimum 5 maximum 50 IOM: Universal - Direct	Organizational Partner helping deliver the program: CHBC, ESD123, SAP, BCSD Coalition representative that is lead on this program: Breanna Zavicar	Survey: Frequency: **One Time** ☒ Not Applicable
Coalition Member Orientation	***SOR III***	Review of coalition information, membership agreements, goals, strategies and more.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1	Describe who this service will reach: New membership, and as a refresher for existing membership ALL MEMBERSHIP Estimated # of hours planned for all the cohorts or campaigns: 1 Estimated # of persons served by the planned cohorts or campaigns: 8	Organization delivering the program: CHBC Leadership, CHBC Coordinator Coalition lead on this program: Breanna Zavicar	Survey: Frequency: Select from list. ☒ Not Applicable

	Total activities: 3	IOM: Universal - Direct	

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
Key Leader Orientation	***SUPTRS***	An event when key leaders from the Benton City Community (and regionally) come together and learn about coalition work and progress.	Implementation Type: Other/Training How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Key leaders in the community that serve the community Estimated # of hours planned for all the cohorts or campaigns: 2 Estimated # of persons served by the planned cohorts or campaigns: 15 IOM: Universal - Direct	Organizational Partner helping deliver the program: Benton City coalition, Ad-hoc committee, coalition coordinator Coalition representative that is lead on this program: Breanna Zavicar	Survey: Aggregate and local event survey Frequency: **One Time** ☐ Not Applicable
Other Community Forums and Town Halls	***SUPTRS***	Community wide information gatherings to discuss topics related to ATOD, news trends, or other updates.. (i.e.,, policy)	Implementation Type: Other Training How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Adult Community Estimated # of hours planned for all the cohorts or campaigns: 1 Estimated # of persons served by the planned cohorts or campaigns: 10 IOM: Universal - Direct	Organizational Partner helping deliver the program: Benton City Coalition, Ad-Hoc Committee, Coalition Coordinator, BCSD Coalition representative that is lead on this program: Breanna Zavicar	Survey: Local Event Survey Frequency: **One Time** ☐ Not Applicable
Participate in booth and outreach opportunities	***SOR III SUPTRS***	Participate in local events for the school and community to increase long term sustainability, information dissemination, and creating a strong presence within the community at events (holiday, school, and community)	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1	Describe who this service will reach: Adults and youth in the community Estimated # of hours planned for all the cohorts or campaigns: 8 Estimated # of persons served by the planned cohorts or campaigns: 8 IOM: Universal - Direct	Organization delivering the program: Benton City Coalition, Ad Hoc Coalition lead on this program: Breanna Zavicar	Survey: Frequency: Select from list. ☒ Not Applicable

	Total activities: 4

Other: Training

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much?* *How often?*	*Who is this service for?* *How many people reached?* *Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program?* *Who is ensuring implementation occurs?*	*What survey will be used?* *Frequency?*
Training for coalition coordinator and members	***SUPTRS*** ***SOR III***	Providing training regarding community-based process and the SPF to the coordinator. Please review list of trainings: WA State Prevention Summit; NPN; CADCA, Summer CLI, Youth Leadership Forum, SFP and GGC Facilitator training; Local Trainings (as approved by PSM)	Implementation Type: **Other/ Training** How many planned cohorts or campaigns? 1 Total activities: 5	Describe who this service will reach: Adult and youth members and chaperones Estimated # of hours planned for all the cohorts or campaigns: 40 Estimated # of persons served by the planned cohorts or campaigns: 10 IOM: Universal - Direct	Organizational Partner helping deliver the program: Benton City Coalition, ESD123 Coalition representative that is lead on this program: Breanna Zavicar	Survey: Frequency: Select from list. ☒ Not Applicable

Environmental

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
STARS assessment partnership and policy	***PFS (Salary Only)***	Evaluate access points of alcohol, tobacco and marijuana sales and advertisements products and paraphernalia. Give feedback, awards and create partnerships with local businesses.	Implementation Type: Select from list. How many planned cohorts or campaigns? 1 Total activities: 2	Describe who this service will reach: Stores in Benton City Estimated # of hours planned for all the cohorts or campaigns: 2 Estimated # of persons served by the planned cohorts or campaigns: 1 IOM: Universal - Indirect	Organizational Partner helping deliver the program: Benton Franklin Health District, CHBC Coalition representative that is lead on this program: Breanna Zavicar	Survey: STARS Assessment Frequency: **One Time** ☐ Not Applicable
Updating school discipline policy around Alcohol, Tobacco and Other Drugs (ATOD)	***PFS (Salary Only)***	Updating the discipline policy around ATOD at the middle and high school.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Students grade 6-12 based on youth coalition involvement. School-wide Estimated # of hours planned for all the cohorts or campaigns: 12 Estimated # of persons served by the planned cohorts or campaigns: 300 IOM: Universal - Indirect	Organizational Partner helping deliver the program: CHBC, ESD123, Benton City School District Coalition representative that is lead on this program: Breanna Zavicar	Survey: Frequency: Select from list. ☒ Not Applicable

Information Dissemination

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*

Media Campaign "Starts with One"	***SOR III***	Media campaign to include social media, newspaper, news, Every Door Direct Mail, print, and more	Implementation Type: **Campaign** How many planned cohorts or campaigns? 1 Total activities: 12	The campaign is focused on parents/caregivers and those with prescription medication in the home. Community-wide Estimated # of hours planned for all the cohorts or campaigns: 12 Estimated # of persons served by the planned cohorts or campaigns: 1000 IOM: Universal - Indirect	Organizational Partner helping deliver the program: CHBC, Benton City Tribune Coalition representative that is lead on this program: Breanna Zavicar	Survey: ☒ Not Applicable
Lock bag / Box Distribution	***SOR III***	Provide safe storage options for prescription medication, alcohol, cannabis, and nicotine liquids (boxes, cabinet locks, bags)	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 4	Describe who this service will reach: Those who have ATOD in the home that are not locking or monitored ; community wide Estimated # of hours planned for all the cohorts or campaigns: 4 Estimated # of persons served by the planned cohorts or campaigns: 200 IOM: Universal - Indirect	Organizational Partner helping deliver the program: Benton Franklin Health District, CHBC Coalition representative that is lead on this program: Breanna Zavicar	Survey: ☒ Not Applicable
National Prescription Take Back	***SOR III***	Provide safe disposal of unused, expired, or unwanted medication.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 2	Describe who this service will reach: Community members who use or have prescription medication in the home; community wide Estimated # of hours planned for all the cohorts or campaigns: 8 Estimated # of persons served by the planned cohorts or campaigns: 10 IOM: Universal - Direct	Organizational Partner helping deliver the program: Benton County Sherriff Dept, DEA, City of Benton City, CHBC Coalition representative that is lead on this program: Breanna Zavicar	Survey: Pounds Collected Frequency: **One Time** ☐ Not Applicable

Problem Identification and Referral

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys

Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
Student Assistance Professional	***PFS (Salary Only)***	Staff located at the HS and TBD at the MS. Providing individual and group sessions, screenings, referrals for services and case management. Will also guide the youth sub-co.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 0 Total activities: 0	Describe who this service will reach: Students grade 9-12 Reach varies based on caseload Minimum 1 to maximum 150 served for individuals and all of 9th grade for prevention education series Estimated # of hours planned for all the cohorts or campaigns: 0 Estimated # of persons served by the planned cohorts or campaigns: 30 IOM: Universal - Direct	Organizational Partner helping deliver the program: ESD123, CHBC Coalition representative that is lead on this program: Breanna Zavicar	Survey: Frequency: Select from list. ☒ Not Applicable
Project Success	***PFS (Salary Only)***	Provided by the SAP, this youth prevention curriculum includes prevention education, and group exercises.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Prevention ED – 9th Grade Estimated # of hours planned for all the cohorts or campaigns: 1 Estimated # of persons served by the planned cohorts or campaigns: 40 IOM: Indicated	Organizational Partner helping deliver the program: ESD123 Coalition representative that is lead on this program: Breanna Zavicar	Survey: Frequency: Select from list. ☒ Not Applicable

Information Dissemination

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
Youth media campaign (Find Your Good)	***SUPTRS***	Youth based campaign to create awareness about ATOD and promote making good choices and finding your good. Will include social media, printing, activities, and more.	Implementation Type: **Campaign** How many planned cohorts	Describe who this service will reach: Students grade 6-12 based on youth coalition involvement. School-wide Estimated # of hours planned for all the cohorts or campaigns: 12	Organizational Partner helping deliver the program: CHBC, 21st Century, ESD123, BCSD	Survey: Frequency: Select from list.

		or campaigns? 1 Total activities: 12	Estimated # of persons served by the planned cohorts or campaigns: 1000 IOM: Universal - Indirect	Coalition representative that is lead on this program: Breanna Zavicar	☒ Not Applicable

Education

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much?* *How often?*	*Who is this service for?* *How many people reached?* *Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program?* *Who is ensuring implementation occurs?*	*What survey will be used?* *Frequency?*
Guiding Good Choices (English and Spanish)	***SOR III***	Evidence-based prevention program that provides parents the knowledge and skills needed to increase positive family communication and help children make positive choices.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 5	Describe who this service will reach: Parents and caregivers (English and Spanish Estimated # of hours planned for all the cohorts or campaigns: 10 Estimated # of persons served by the planned cohorts or campaigns: 5 IOM: Universal - Direct	Organizational Partner helping deliver the program: BC School District, CHBC, 21st Century Coalition representative that is lead on this program: Breanna Zavicar	Survey: Managing and Monitoring Parents for Young Children Frequency: **Pre / Post** ☐ Not Applicable
Strengthening Families Program 10-14 (English and Spanish)	***SOR III***	Evidence-based prevention program that provides parents the knowledge and skills needed to increase positive family communication and help children make positive choices.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 7	Describe who this service will reach: Parents and caregivers Estimated # of hours planned for all the cohorts or campaigns: 14 Estimated # of persons served by the planned cohorts or campaigns: 5 IOM: Universal - Direct	Organizational Partner helping deliver the program: KIBE School District, CHBC, 21st Century Coalition representative that is lead on this program: Breanna Zavicar	Survey: Managing and Monitoring Parents for Young Children Frequency: **Pre / Post** ☐ Not Applicable

nformation Dissemination

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
Parent Media Campaign (Start Talking Now / Talk They Hear You)	***SUPTRS***	Parent and caregiver based campaign aimed to increase information and resources; also for guardians and influencers of youth in the Benton City community.	Implementation Type: **Campaign** How many planned cohorts or campaigns? 1 Total activities: 12	Describe who this service will reach: Adults community wide Estimated # of hours planned for all the cohorts or campaigns: 12 Estimated # of persons served by the planned cohorts or campaigns: 1000 IOM: Universal - Indirect	Organizational Partner helping deliver the program: CHBC, 21st Century, ESD123, Coalition representative that is lead on this program: Breanna Zavicar	Survey: Frequency: Select from list. ☒ Not Applicable

The salary of the CONTRACTOR performing the above services is to be funded through a combination of The Substance Abuse Prevention Treatment Recovery Grant, The Year 5 Partnership for Success Grant, and the Year 2 State Opioid Response Grant, in amounts as listed in Exhibit B "Budget."

EXHIBIT B "BUDGET"

CATEGORY	Sub Use Px Tx Recovery Srvcs (SUPTRS) (Jul 1 23 - Jun 30 24)	Partnerships for Success Yr 5 (PFS) (July 1 23 - Sept 29 23)	State Opioid Response (SOR III) Yr2 (Sept 30 23 - Jun 30 24)	SUBTOTALS
Salary and Benefits @ $30.00 per hour	$ 29,662.00	$ 18,000.00	$ 6,258.00	$ 53,920.00
Reimbursement for Training/Travel	$ 6,200.00	$ -	$ -	$ 6,200.00
Reimbursement for Strategies and Programs	$ 8,338.00	$ -	$ 26,042.00	$ 34,380.00
Reimbursement for Coalition/Community Training	$ 9,800.00	$ -	$ 12,700.00	$ 22,500.00
TOTALS	$ 54,000.00	$ 18,000.00	$ 45,000.00	$ 117,000.00

The above budget includes money allocated from the listed grants for the following reasons:

1. Salary and Benefits for CONTRACTOR to compensate for hours provided in the performance of the duties as listed within this contract, at a rate of $30.00 per hour
2. Reimbursement for costs accrued in the process of pursuing additional training for the purpose of becoming more well equipped to perform the duties stated in this contract, and for costs accrued in the travel inherent in performing the duties stated in this contract per Exhibit G "Travel Policy"
3. Reimbursement for costs accrued in the implementation of the strategies and programs listed in Exhibit A "Scope of Work"
4. Reimbursement for costs accrued in the implementation of training processes for the Coalition and Communities members who work with the CONTRACTOR, enabling these members to be more effective in their implementation of strategies and programs as listed in Exhibit A "Scope of Work"

The revenue of the following grants may only be used for specific limited purposes, and nothing may be billed to these grants or paid by the county if the amount billed exceeds the amount listed above for each grant and if the service does not fall within the uses specified within the grant awards.

1. Sub Use Px TX Recovery Srvcs (SUPTRS) Grant - The Substance Abuse Prevention Treatment Recovery Services Grant may only be used for Salary and Benefits compensation and Reimbursement for costs accrued for Training/Travel, Strategies, Programs and Coalition/ Community Training for the programs identified in Exhibit A.

2. Partnership for Success Yr 5 (PFS) - The Year 5 Partnership for Success Grant is to be used solely for Salary and Benefits compensation for the programs identified in Exhibit A.

3. State Opioid Response Yr 2 (SOR III) - The Year 2 State Opioid Response Grant is to be used for Salary and Benefit compensation, and Reimbursement for costs accrued for Strategies, Programs and Coalition/Community Training for the programs identified in Exhibit A.

Exhibit C

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT is made between Benton County and the Contractor. This agreement does not expire or automatically terminate except as stated in Section 5.

Business Associate is or may be a "Business Associate" of Benton County as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Agreement is terminated, this Agreement nonetheless continues in effect.

1. Definitions

a. "Access Attempts" means information systems are the frequent target of probes, scans, "pings", and other activities that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI. Those activities are "access attempts."
b. "Day" means business days observed by Washington State government unless otherwise specified.
c. "Catch-all Definitions" means the following terms used in the Agreement have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Unsecured Protected Health Information (PHI), and Use.
d. "Clients or Individuals" means people who have health or other coverage or benefits from or through HCA. They include Medicaid clients, Public Employees Benefits Board subscribers and enrollees, and others.
e. "Contract or Underlying Contract" means all agreements between Business Associate and HCA under which Business Associate is a "business associate" as defined in the Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.
f. "Effective Date" means the date of the signature with the latest date affixed to the Agreement.
g. "HIPAA Rules; Security, Breach Notification, and Privacy Rules – "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the "Security Rule" is subpart C (beginning with 164.302), the "Breach Notification Rule" is subpart D (beginning with 164.400), and the "Privacy Rule" is supart E (beginning with 164.500).

h. "Protected Health Information or PHI" has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of HCA, and relating to Clients. "PHI" means Protected Health Information.

2. **Obligations and Activities of Business Associate**

a. Limits

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for purposes of the underlying contract, if such use or disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity and is the minimum necessary.

b. Safeguards

Business Associate will use appropriate safeguards, and will comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. *Business Associate will store and transfer PHI in encrypted form.*

c. Reporting Security Incidents

Business Associate will report security incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those security incidents to HCA and County within five (5) days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 3 applies instead of this provision.

Access Attempts shall be recorded in Business Associates system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to HCA and County.

Since Business Associate's reporting and HCA's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associates will review logs and other records of Access Attempts, will investigate events where it is not clear whether or not an apparent Access Attempt was successful, and determine whether an Access Attempt:

i. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement, or
ii. Resulted in material interference with Business Associate's information system used with respect to PHI Subject to this Agreement, or
iii. Causes unauthorized Use or Disclosure.

Subject to Business Associate's performance as described herein. This provision shall serve as Business Associate's notice HCA that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. HCA acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in this Section 2 in which case Business Associate will report them in accordance with this Section 2.

3. **Breach Notification**

a. "Breach is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. HCA, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule, and for any notification under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule.

b. Business Associate will notify HCA and County of any unauthorized use or disclosure and any other possible Breach within five (5) business days of discovery. If Business Associate does not have full details at the time, it will report what information it has, and provide full details within fifteen business (15) days after discovery. The initial report may be oral. Business Associate will give a written report to HCA and County, however, as soon as possible. To the extend possible, these reports must include the following:
    i. The identification of each individual whose PHI has been or may have been accessed, acquired, or disclosed;
    ii. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
    iii. A description of the types of PHI involved;
    iv. The investigative and remedial actions the Business Associates or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
    v. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
    vi. Such other information as HCA and County my reasonably request.

c. If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify HCA and County. In any event, Business Associate will notify HCA and County of its intent to give any notification under a state breach notification law no fewer than ten (1)) business days before giving such notification.

d. If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of HCA) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
    i. HCA may choose to make any notifications to the individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
    ii. In any case, Business Associate will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect clients (such as paying for regular credit watches in some cases), and
    iii. Business Associate will compensate HCA clients for harms caused to them by the Breach or possible Breach described above.

e. Business Associate's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any breach or possible breach at any time.

4. **Subcontractors**
Business Associate will ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by HCA and County, Business Associate will identify to HCA and County all its subcontractors and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a subcontractor or anyone else does not relieve Business Associate of its responsibilities.

5. **Access**
Business Associate will make available PHI in a designated record set to the HCA as necessary to satisfy HCA's obligations under 45 CFR 164.524. Business Associate will give the information to HCA within five (5) business days of the request from the individual or HCA, whichever is earlier. If HCA requests, Business Associate will make that information available directly to the individual. If Business Associate receives a request for access directly from the individual, Business Associate will inform HCA of the request within three (3) business days, and if requested by HCA it will provide the access in accordance with the HIPAA rules.

6. **Amending PHI**
Business Associate will make any amendments to PHI in a designated record set as directed or agreed to by the HCA pursuant to 45 CFR 164.526, or take other measure requested by HCA to satisfy HCA's obligations under that provision. If Business Associate receives a request for amendment directly from an individual, Business Associate will both acknowledge it and infrom HCA within three (3) business days, and if HCA so requests act on it within ten (10) business days and inform HCA of its actions.

7. **Accounting**
Business Associate will maintain and make available to HCA the information required to provide an accounting of disclosures as necessary to satisfy HCA's obligations under 45 CFR 164.528. If Business Associate receives an individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to HCA within ten (10) business days after receiving it.

8. **Obligations**
To the extent the Business Associate is to carry out one or more of HCA's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to HCA in the performance of such obligations.

9. **Books, etc.**
Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

10. **Mitigation**

Business Associate will mitigate, to the extent practicable, any harmful effect of use or disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement.

11. **Indemnification**
    To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the County, State of Washington, HCA, and all officials, agents and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

12. **Permitted Uses and Disclosures by Business Associate**
    a. Limited Use and Disclosure
       Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Agreement.

    b. General Limitation
       Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by HCA.

    c. Required by Law
       Business Associate may use or disclose PHI as required by law.

    d. De-identifying
       Business Associate may de-identified PHI in accordance with 45 CFR 164.514(a)-(c).

    e. Minimum Necessary
       Business Associate will make uses and disclosures of only the minimum necessary PHI, and will request only the minimum necessary PHI.

13. **Disclosure for Management and Administration of Business Associate**
    a. Subject to Section 3, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

    b. The disclosures mentioned in Section 3 above are permitted only if either:
       i. The disclosures are required by law, or
       ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

    c. Aggregation
       Business Associate may use PHI to provide data aggregation services relating to the health care operations of the HCA, if those services are part of the Agreement.

14. **Activities of HCA**

a. Notice of Privacy Practices
HCA will provide a copy of its current notice of privacy practices under the Privacy Rule to Business Associate on request. HCA will also provide any revised versions of that notice by posting on its website, and will send it on request.

b. Changes in Permissions
HCA will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Restrictions
HCA will notify Business Associate of any restriction on the use or disclosure of PHI that HCA has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any such restriction.

15. **Term and Termination**

a. Term
This Agreement is effective as the earliest of:

i. The first date on which Business Associate receives or creates PHI subject to this Agreement, or
ii. The effective date of the Agreement, or if there is more than one Agreement then the effective date of the first one to be signed by both parties.

This Agreement continues in effect until the earlier of:

i. Termination of the provision of Services under the Agreement or, if there is more than one Agreement, under the last of the Agreements under which services are terminated.
ii. The termination of this Agreement as provided below, or
iii. The written agreement of the parties.

b. Termination for Cause
HCA or County may terminate this Agreement, if HCA and/or County determines Business Associate has violated a material term of the Agreement. The termination will be effective as of the date stated in the notice of termination.

c. Obligations of Business Associate Upon Termination
The obligations of the Business Associate under subsection 5 survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

i. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
ii. Return to HCA or, if agreed to by HCA, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of Section 5, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI< and Business Associate will provide HCA with appropriate evidence of destruction within ten (10) business days of the destruction);
iii. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or disclosure of the PHI, other than as

provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of Section 5, if the PHI is destroyed it shall be rendered unusable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will prvide HCA with appropriate evidence of destruction);

iv. Not use or disclose any PHI retained by Business Associate other than for the purposed for which the PHI was retained and subject to the same conditions that applied before termination;

v. Return to HCA, or, if agreed to by HCA, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

vi. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

d. Successor
Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to HCA or to a successor Business Associate after termination of the Agreement.

16. Miscellaneous

a. Amendment
The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

b. Interpretation
Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

c. HCA Contact for Reporting and Notification Requirements
Business Associate will address all reporting and notification communications required in this Agreement to:

HCA Privacy Officer
Washington State Health Care Authority
626 8th Avenue SE
PO BOX 42704
Olympia, WA 98504-2700
Telephone: 360-725-2108
E-mail: PrivacyOfficer@hca.wa.gov

Exhibit D

Data Use, Security and Confidentiality

1. **Definitions.**
   a. "Hardened Password" means a string of characters containing at least three of the following characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
      i. Passwords for external authentication must be a minimum of 10 characters long.
      ii. Passwords for internal authentication must be a minimum of 8 characters long.
      iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
   b. "Portable/Removable Media" means any Data storage device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
   c. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms. Or locked storage containers (such as filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
   d. "Transmitting" means the transferring of data electronically, such as via email, SFTP, web services, AWS Snowball, etc.
   e. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington Governmental Network (SGN) is a Trusted System for communications within that Network.
   f. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunctions with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. **Confidential Information Transmitting**
   a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.
   b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. **Protection of Confidential Information**
   The Contractor agrees to store Confidential Information as described:

a. Data at Rest:
    i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

b. Data Stored on Portable/Removable Media or Devices:
    i. Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
    ii. HCA's data msut not be stored by the Receiving Party of Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Date by:
        - Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
        - Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as physical token or biometrics;
        - Keeping devices in locked storage when not in use;
        - Using check-in/check-out procedures when devices are shared;
        - Maintain an inventory or devices; and
        - Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

c. Paper Documents
Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. **Confidential Information Segregation**
    a. HCA Confidential Information received under this Agreement must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.
    b. The HCA Confidential Information must be kept in one of the following ways:
        i. On media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
        ii. In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
        iii. In a database that will contain only HCA Data; or
        iv. Within a database and will be distinguishable from non-HCA Data by the value of a specific field of fields within database records; or

v. When stored as physical paper documents, physically segregated from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this attachment.

5. **Confidential Information Shared with Subcontractors**
If HCA Confidential Information provided under this Agreement is to be shared with a Subcontractor, the contract with the Subcontractor must include all the Confidential Information Security Requirements.

6. **Confidential Information Disposition**
   a. When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented with NIST 800-88 (http://csrc.nist.gov/publications/PubsSPs.html).
      i. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4: Confidential Information Segregation, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Exhibit E

Federal Compliance, Certification and Assurances

1. **Definitions**
   a. "Sub-recipient" means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.
   b. "Sub-award and Sub-grant" are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.
      i. Federal Compliance – The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract.
         1. Source of Funds **SABG**: This agreement is being funded partially or in full. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CDFA) number 93.959. The sub-awardee is responsible for tracking and reporting the cumulative amount expended HCA Contract K3904 Amendment 3 between the County and HCA and sub-contractor with Contractor.
         2. Period of Availability of Funds SABG: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than the expiration of the Agreement.
         3. Source of Funds **PFS 2018**: Source of Funds **SABG**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.243. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.
         4. Source of Availability of Funds PFS 2018: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the ward must be liquidated no later than the expiration of the Agreement.
         5. Source of Funds **SOR**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA

Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.

6. Period of Availability of Funds SOR: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the ward must be liquidated no later than the expiration of the Agreement.
7. Source of Funds SOR II: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.
8. Period of Availability of Funds SOR II: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the ward must be liquidated no later than the expiration of the Agreement.
9. Modifications: This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
    a. Examples of items requiring HCA and County prior written approval include, but are not limited to, the following:
        i. Deviations from the budget and Project plan.
        ii. Change in scope or objective of the agreement.
        iii. Change in a key person specified in the agreement.
        iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
        v. Need for additional funding.
        vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
        vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
    b. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the HCA.
10. Sub-Contracting: The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the HCA. If sub-contracts are approved by the HCA, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
11. Condition for Receipt of Health Care Authority Funds: funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure

other federal monies without prior written approval by the Health Care Authority.

12. Unallowable Costs: The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
13. Supplanting Compliance: The SABG Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(A)(10)).
14. Citizenship/Alien Verification/Determination: The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
15. Federal Compliance: The sub-awardee shall comply with all applicable State and Federal statues, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
16. Civil Rights and Non-Discrimination Obligations: During the performance of this agreement, the Contractor shall comply with all current and future federal statues relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1972 (29 U.S. C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) http://www.hhs.gov/ocr/civilrights.

HCA Federal Compliance Contact Information
Federal Grants and Budget Specialist Health Care Policy
Washington State Health Care Authority
PO BOX 42710
Olympia, WA 98504-2710

2. **Circulars 'Compliance Matrix'**
The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Health Care Authority, as the primary recipient of federal funds and then follow the funds to the County and then to the County Sub-Contractor. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

OMB Super Circular 2 CFR 200.501 and CFR 75.501

3. **Standard Federal Certifications and Assurances**
   Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

4. **Certification Regarding Debarment and Suspension**
   a. The undersigned certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
      i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract 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 commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

   b. Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

   c. The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transaction (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transaction in accordance with 45 CFR Part 76.

5. **Certification Regarding Drug-Free Workplace Requirements**
   The undersigned certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about:
      i. The dangers of drug abuse in the workplace;
      ii. The contractor's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

b. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above.
c. Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the contract the employee will –
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
d. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (c)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
e. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (c)(ii), with respect to any employee who is so convicted.
   i. Takin appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1972, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (e).

For purposes of paragraph (e) regarding agency notification of criminal drug conviction, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO BOX 42700
Olympia, WA 98504-2700

6. **Certification Regarding Lobbying**
Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (unappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

a. The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard From-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
    iii. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, contracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

b. The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making of entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA)**
The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

8. **Certification Regarding Environmental Tobacco Smoke**
    a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are contracted, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient

drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

c. By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

d. The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

9. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Instructions for Certification**
   a. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
   b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
   d. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the assigned HCA Program Systems Manager for assistance in obtaining a copy of those regulations.

f. The prospective contractor agrees by submitting this contract that, should the proposed covered transition be entered into, 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 Authority.
g. The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List (of excluded parties).
i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
j. Except for transactions authorized under section 9 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

10. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions**
    a. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
        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 contract 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
        iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) terminated for cause or default.
    b. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Exhibit F

Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms

1. **SAMHSA Award Terms**
   a. This grant is subject to the terms and conditions included directly or incorporated by reference on the Notice of Award (NoA).
   b. Grant funds cannot be used to supplant current funding of existing activities.
   c. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is $199,700 annually.
   d. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
   e. Per 45 Code of Federal Regulations (CFR) 74.36 and 45 CFR 92.34 and the US Department of Health and Human Services Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
   f. Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable Office of Management and Budget circulars A-102 and A-110.
   g. No part of an appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
   h. No part of any appropriation contained in the Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
   i. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): "Funding for this conference was made possible (in part) by Grants, and from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government. "
   j. If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (Meals and Incidental Expenses allowance) must be reduced by the allotted meal cost(s).

k. **Marijuana Attestation.** The primary award recipient and all sub-recipients (contractor & sub-awardee) will not use funds, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also will not be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders (45 CFT 75.300(a); 21 United States Code 812(c)(10) and (8410). This prohibition does not apply to those providing such treatment in the context of clinical research permitted b the Drug Enforcement Administration and under a US Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

l. **SABG Block Grant Attestation:** SABG Block grant funds will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

Exhibit G

Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	$5.50
Lunch:	$7.00
Dinner	$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/12/23
Subject:	Agreement with Tanya Logston
Presenter:	N/A
Prepared By:	Paxton Pederson
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Benton County Department of Human Services would like to re-contract with Tanya Logston to receive funds in order to provide drug and alcohol addiction prevention services in Franklin County.

Fiscal Impact

Funding for the services described in this Agreement is provided by the Health Care Authority. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget

Recommendation

Pass Resolution and Execute Contract

Suggested Motion

Consent Agenda

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTION OF AGREEMENT NO. 23-24-PREV-LOGSTON-00 TO PROVIDE PREVENTION SERVICES BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND TANYA LOGSTON

WHEREAS, the Benton County Human Services Department has contracted with Tanya Logston to provide drug and alcohol addiction prevention services; and

WHEREAS, the Benton County Human Services Department would like to re-contract with Tanya Logston for a term commencing on July 1, 2023 and expiring on June 30, 2024; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement No. 23-24-PREV-LOGSTON-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement No. 23-24-PREV-LOGSTON-00 between Benton County Department of Human Services and Tanya Logston to provide drug and alcohol addition prevention services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2023 and shall expire on June 30, 2024.

Dated this ….. day of . . . ., 2023

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest:

_____
Clerk of the Board

Cc: Human Services; Benton County Commissioners P.Pederson

Benton County
DEPARTMENT OF HUMAN SERVICES
#PSC-23/25-PREV-LOGSTON-00

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 office at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY") and **Tanya Logston** (hereinafter "Contractor").

County's Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
E-Mail: kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Tanya Logston
4106 Road 104
Pasco, WA 99301
Phone: 509.380.2476
E-mail: tanyalogston@gmail.com

Agreement Start Date 7/1/2023
Agreement End Date..... 6/30/24

Consideration ..... Up to $117,000

Exhibit A ..... Scope of Work
Exhibit B.....Budget
Exhibit C.....Business Associate Agreement
Exhibit D.....Data Use, Security and Confidentiality
Exhibit E.....Federal Compliance, Certifications and Assurances
Exhibit F.....SAMHSA Award Terms
Exhibit G.....Travel Policy

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

For the Contractor:

Tanya Logston — Date 7/30/23

For Benton County:

Benton County Commissioners — Date

Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Ryan K Brown, DPA
Benton County Prosecutor's Office

1. CONTRACT DOCUMENTS

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

Exhibit A.....Scope of Work
Exhibit B.....Budget
Exhibit C.....Business Associate Agreement
Exhibit D.....Data Use, Security and Confidentiality
Exhibit E.....Federal Compliance, Certifications and Assurances
Exhibit F.....SAMHSA Award Terms
Exhibit G.....Travel Policy

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1st 2023 and shall and will expire on June 30th 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide coordination and implementation of prevention programs and strategies in Benton County designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids and other drugs, increase mental health promotion and prevent suicide. These services shall be consistent with the Community Prevention and Wellness Initiative (CPWI) Prevention Services Project as further described in Exhibit A attached hereto and incorporated herein by reference.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Tanya Logston
Address:	4106 Road 104
	Pasco, WA 99301
Phone:	509-380-2476
Email:	tanyalogston@gmail.com

b. For COUNTY:

Name:	Kyle Sullivan, Manager
	Benton County Department of Human Services
Address:	7102 W Okanogan Pl., Ste. 201
	Kennewick, WA 99336
Phone:	509-737-3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract consists of one hundred seventeen thousand dollars and no cents ($117,000) including W.S.S.T. per Exhibit B "Budget" incorporated herein by reference. This amount is inclusive of travel and meal reimbursements that may be allotted as described in the terms of Exhibit G "Travel," attached hereto. Payments under this contract are subject to all terms expressed herein, including but not limited to the terms and conditions described in Exhibit F "SAMHSA Award terms," attached hereto and incorporated herein by reference.

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

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the

CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

i. Form of invoice will be provided by the County
ii. Supporting documentation will accompany all invoices submitted by contractor

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY. The work shall not be considered satisfactory unless it includes but is not limited to proper documentation of and reasonable monthly costs for performing the services in accordance with Exhibit A "Scope of Work."

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. AUDIT

If the CONTRACTOR is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the CONTRACTOR shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the CONTRACTOR shall:

A. Submit to COUNTY the reporting package specified in OMB Super Circular 2 CFS 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 COUNTY follow-up and developed corrective action plans for all audit findings.

If the CONTRACTOR is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the CONTRACTOR shall notify COUNTY they did not meet the single audit requirement within 10 days of submission of the final invoice of the billing cycle of the fiscal year.

8. MONITORING AND RISK ASSESSMENT

The CONTRACTOR will comply with the annual monitoring and risk assessment performed by the COUNTY. The COUNTY reserves the right to monitor and review stated files at any time in addition to the annual review when deemed necessary to confirm that the CONTRACTOR's performance is in accordance with standards stated in Exhibit A "Statement of Work," Exhibit B "Budget," Exhibit C "Business Associate Agreement," Exhibit D "Data Use, Security and Confidentiality," Exhibit E "Federal Compliance, Certifications and Assurances" and Exhibit F "SAMHSA Award terms," all of which are attached hereto and incorporated herein by reference.

9. HOLD HARMLESS AND INDEMNIFICATION

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

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

the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 9 shall survive termination and expiration of this Contract.**

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

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

liability.

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions**:

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

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of

this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

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

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

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

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

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

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

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

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

11. TERMINATION

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

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

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

12. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

13. 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.

14. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees. All subcontractors must be approved in writing by the COUNTY.

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

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

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

15. COMPLIANCE WITH LAWS

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

16. INSPECTION OF BOOKS AND RECORDS

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

17. 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.

18. DEBARMENT

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.

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

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

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

19. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the

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

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

20. PATENT/COPYRIGHT INFRINGEMENT

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

21. DISPUTES

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

22. CONFIDENTIALITY

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

23. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

24. SUCCESSORS AND ASSIGNS

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

25. 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.

26. 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.

27. NOTICES

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

28. 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 9 and 20); extended reporting period requirements for professional liability insurance (Section 10(a)); inspection and keeping of records and books

(Section 16); litigation hold notice (Section 29); Public Records Act (Section 30); and confidentiality (Section 22).

29. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value; the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 16 of this Contract.

30. PUBLIC RECORDS ACT

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

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Exhibit A

CPWI Action Plan

July 1, 2023 - June 30, 2024

Community:	**Franklin County, WA**	Minerva Account Name:	**Pasco Prevention Network**
Coalition Name:	**Pasco Prevention Network**	Cohort:	**1**

Funding Source Legend	
SUPTRS CO	*Substance Abuse Prevention Treatment Recovery Services Carryover* ***(Federal Funds)*** *(formally known as SAPT)*
SUPTRS	*Substance Abuse Prevention Treatment Recovery Services* ***(Federal Funds)*** *(formally known as SAPT)*
DCA	*Dedicated Cannabis Account* ***(State Funds)***

This plan has been approved by the Benton County Department of Human Services, for prevention services to be provided in Franklin County. The methods through which Tanya Logston, the CONTRACTOR, will perform coalition coordination duties shall be in accordance with this plan, unless the plan is formally amended and approved by both parties.

CSAP Strategy: *Community Based Process*

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
Pasco Prevention Network	***SUPTRS***	Sectors of the community coming together with a common goal to reduce substance use	Implementation Type: **Cohort** How many planned cohorts or campaigns? 10 Total activities: 10	Describe who this service will reach: Pasco Community Staff and Partners Estimated # of hours planned for all the cohorts or campaigns: 15 Estimated # of persons served by the planned cohorts or campaigns: minimum 8 IOM: Universal - Direct	Organizational Partner helping deliver the program: Community Coordinator and Leadership Team Coalition representative that is lead on this program: Tanya Logston	Survey: Coalition Assessment Tool (CAT) Frequency: **One Time** ☐ Not Applicable
Pasco Youth Coalition (Sub-co)	***SUPTRS***	Youth lead prevention coalition sub-committee guided by the principles of the SPF and delivers school and community-based prevention strategies from action plan	Implementation Type: **Cohort** How many planned cohorts or campaigns? 8/year Total activities: 6	Describe who this service will reach: Ochoa Middle school students(building capacity for additional youth coalitions in multiple buildings) Estimated # of hours planned for all the cohorts or campaigns: 8 Estimated # of persons served by the planned cohorts or campaigns: 5 minimum IOM: Universal - Direct	Organizational Partner helping deliver the program: ESD SAP Staff/Advisor and youth teams Coalition representative that is lead on this program: Tanya Logston	Survey: CAT Frequency: **One Time** ☐ Not Applicable
Coalition Orientation	***SUPTRS***	Review of coalition information, membership agreements, goals, and strategies and other relevant coalition information	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Current and potential coalition members Estimated # of hours planned for all the cohorts or campaigns: 1 Estimated # of persons served by the planned cohorts or campaigns: minimum 1 IOM: Universal - Direct	Organization delivering the program: Leadership Team Coalition lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable

Key Leader Event	***SUPTRS***	Connect with local "key leaders" in the community to bring awareness to the Pasco Prevention Network strategies and progress	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Open Estimated # of hours planned for all the cohorts or campaigns: 4 Estimated # of persons served by the planned cohorts or campaigns: minimum 10 IOM: Universal - Direct	Organizational Partner helping deliver the program: Coordinator, Leadership Team, and sub-co Coalition representative that is lead on this program: Tanya Logston	Survey: Aggregate and local event survey Frequency: **One Time** ☐ Not Applicable
Town Hall Meeting	***SUPTRS***	Community wide information gatherings to discuss topics related to ATOD, new trends or other updates (i.e.: policy, drug trends, HIPS)	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Open to adults in Pasco and surrounding area Estimated # of hours planned for all the cohorts or campaigns: 2 Estimated # of persons served by the planned cohorts or campaigns: minimum 10 IOM: Universal - Direct	Organizational Partner helping deliver the program: Community Coordinator, planning committee. Coalition representative that is lead on this program: Tanya Logston	Survey: Local Event survey/ Aggregate Frequency: **One Time** ☐ Not Applicable
Targeted Outreach and Recruitment	***SUPTRS***	Broaden coalition membership and participation to include underrepresented groups.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Adults and youth who want to be involved in prevention. Estimated # of hours planned for all the cohorts or campaigns: 6 Estimated # of persons served by the planned cohorts or campaigns: 1 IOM: Universal - Direct	Organizational Partner helping deliver the program: Community Coordinator and membership committee. Coalition representative that is lead on this program: Tanya Logston	Survey: Aggregate Frequency: Select from list. ☐ Not Applicable
Participate in booth and outreach opportunities	***SUPTRS***	Participate in local events for the school and community to increase awareness of coalition, resource dissemination and create a strong reliable presence within the community at events	Implementation Type: **Cohort** How many planned cohorts or campaigns? 4 Total activities: 4	Describe who this service will reach: Youth and adults in the community Estimated # of hours planned for all the cohorts or campaigns:8 Estimated # of persons served by the planned cohorts or campaigns: 8 IOM: Universal - Direct	Organizational Partner helping deliver the program: Pasco Prevention Network, Ad-hoc. Coalition representative that is lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable

CSAP Strategy: *Other: Training*

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
Training for Coalition Coordinator and members	***SUPTRS CO***	Providing training regarding community-based processes and the SPF to the coordinator. Please review list of trainings: WA state Prevention Summit, NPN, SAPST, CADCA, CLI, Youth Leadership Forum, SFP, and GGC Facilitator trainings (as approved by PSM)	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 5	Describe who this service will reach: Adult and youth members and chaperones Estimated # of hours planned for all the cohorts or campaigns: 40 Estimated # of persons served by the planned cohorts or campaigns: 10 IOM: Universal - Direct	Organizational Partner helping deliver the program: Pasco Prevention Network Coalition representative that is lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable

CSAP Strategy: *Environmental*

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
STARS/CANS Assessment and follow up with retailers	***SUPTRS***	Assess access points of alcohol, Tobacco and advertising products and paraphernalia. Give awards, feedback, and create partnerships with local businesses.	Implementation Type: **Campaign** How many planned cohorts or campaigns? 2 Total activities: 2	Describe who this service will reach: 2-3 stores in the city of Pasco Estimated # of hours planned for all the cohorts or campaigns: 1 Estimated # of persons served by the planned cohorts or campaigns: 1 IOM: Universal - Indirect	Organizational Partner helping deliver the program: Pasco Prevention Network, BFHD, Youth Sub-co, advisors Coalition representative that is lead on this program: Tanya Logston	Survey: STARS/CANS assessment local tool Frequency: **One Time** ☐ Not Applicable

CSAP Strategy: *Information Dissemination*

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
Media Campaign: It Starts with One	***SUPTRS***	Media campaigns include social media, newspaper, news, EDDM, print and more to increase awareness on medication disposal sites.	Implementation Type: **Campaign** How many planned cohorts or campaigns? 2 Total activities: 2	Describe who this service will reach: Adults' community wide Estimated # of hours planned for all the cohorts or campaigns: 8 Estimated # of persons served by the planned cohorts or campaigns: 1000 IOM: Universal - Indirect	Organizational Partner helping deliver the program: Coalition Coordinator and members, PPD. Coalition representative that is lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable

Locking bags distribution	***SUPTRS***	Provide safe storage options for prescription medications, alcohol, cannabis, and nicotine liquids to the community at local events.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 4 Total activities: 4	Describe who this service will reach: Pasco residents who have ATOD in the home that are not locked or monitored. Estimated # of hours planned for all the cohorts or campaigns: 12 Estimated # of persons served by the planned cohorts or campaigns: 500 IOM: Universal - Indirect	Organizational Partner helping deliver the program: Coalition Coordinator and members. Coalition representative that is lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable
National Prescription Drug Take Back Day	***SUPTRS***	Provide Safe disposal of unused, expired, or unwanted medications.	Implementation Type: **Campaign** How many planned cohorts or campaigns? 2 Total activities: 2	Describe who this service will reach: Community members who use or have prescription medication in the home. Community wide Estimated # of hours planned for all the cohorts or campaigns: 6 Estimated # of persons served by the planned cohorts or campaigns: 30,000 IOM: Universal - Direct	Organizational Partner helping deliver the program: Pasco PD, DEA Coalition representative that is lead on this program: Tanya Logston	Survey: Pounds collected Frequency: **One Time** ☐ Not Applicable

CSAP Strategy: *Education*

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much?* *How often?*	*Who is this service for?* *How many people reached?* *Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program?* *Who is ensuring implementation occurs?*	*What survey will be used?* *Frequency?*
Strengthening Families program 10-14 ***(Possibly use GGC if***	***DCA***	Evidence based prevention program that provides parents with the knowledge and skills needed to increase family bonding and help their children make positive choices throughout adolescence.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 21	Describe who this service will reach: Parents of 10–14-year-olds in Pasco, WA Estimated # of hours planned for all the cohorts or campaigns: 42 Estimated # of persons served by the planned cohorts or campaigns: 16 families.	Organizational Partner helping deliver the program: Pasco Prevention Network, ESD123(Dale Rodgers) PSD (Claudia Serna-Stevens) Catholic Charities	Survey: Managing and monitoring Parents for young children (APMP05)

funding allows)		Total activities: 21	IOM: Universal - Direct	Coalition representative that is lead on this program: Tanya Logston	Frequency: **Pre / Post** ☐ Not Applicable

CSAP Strategy: *Problem Identification and Referral*

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
School Assistance Professional	***SUPTRS (Salary Only)***	School based prevention and early intervention via individual and group sessions, screening and referral services, prevention club (RADD)	Implementation Type: **Cohort** How many planned cohorts or campaigns? 0 Total activities: 0	Describe who this service will reach: Ochoa middle school students, school wide prevention activities. Estimated # of hours planned for all the cohorts or campaigns: 0 Estimated # of persons served by the planned cohorts or campaigns: 30 IOM: Universal - Direct	Organizational Partner helping deliver the program: ESD123, Coalition representative that is lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable
Project Success	***SUPTRS (Salary Only)***	Provided by the SAP, this youth prevention curriculum includes prevention education series for MS/HS and support group structure.	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Grade 7 Ochoa students Estimated # of hours planned for all the cohorts or campaigns: 1 Estimated # of persons served by the planned cohorts or campaigns: 30 IOM: Indicated	Organizational Partner helping deliver the program: ESD123 Coalition representative that is lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable

CSAP Strategy: *Education*

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached?*	*Which organization is delivering program?*	*What survey will be used?*

	on 1st page			*Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Who is ensuring implementation occurs?*	*Frequency?*
Second Steps	***SUPTRS CO*** ***DCA***	School based prevention SEL curriculum	Implementation Type: **Cohort** How many planned cohorts or campaigns? Oct. 2023-June 2024 Total activities: as needed	Describe who this service will reach: 2 PSD Middle schools, grades 6-8, and 1PSD elementary school wide K-5. Estimated # of hours planned for all the cohorts or campaigns: 4 Estimated # of persons served by the planned cohorts or campaigns: 1100/school IOM: Selective	Organizational Partner helping deliver the program: Pasco School District Coalition representative that is lead on this program: Tanya Logston	Survey: Healthy Decisions Survey-Middle school (APMY01) Frequency: **Pre / Post** ☐ Not Applicable

CSAP Strategy: *Other: Training*

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys
Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much?* *How often?*	*Who is this service for?* *How many people reached?* *Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program?* *Who is ensuring implementation occurs?*	*What survey will be used?* *Frequency?*
Second Step Training	***SUPTRS***	SEL Curriculum Training	Implementation Type: **Cohort** How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Teachers and staff at Ochoa and Stevens middle schools, and McGee Elementary Estimated # of hours planned for all the cohorts or campaigns: 3 Estimated # of persons served by the planned cohorts or campaigns: 1 IOM: Universal - Direct	Organizational Partner helping deliver the program: Pasco Prevention Network Coalition representative that is lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable

CSAP Strategy: *Information Dissemination*

Name of Program	Funding Source	Brief Description	How	Who & IOM Category	Lead and Responsible Party(ies)	Surveys

Program Name	*Use legend on 1st page*	*Briefly state the main purpose of activity*	*How much? How often?*	*Who is this service for? How many people reached? Is it Universal-Indirect, Universal-Direct, Selective, or Indicated?*	*Which organization is delivering program? Who is ensuring implementation occurs?*	*What survey will be used? Frequency?*
Parent Media Campaign: Start Talking Now, Talk They Hear You	***SUPTRS CO***	Increase strategies and resources for guardians and influencers of youth in the Pasco Community.	Implementation Type: **Campaign** How many planned cohorts or campaigns? 1 Total activities: 1	Describe who this service will reach: Adults community wide Estimated # of hours planned for all the cohorts or campaigns: 1 Estimated # of persons served by the planned cohorts or campaigns: 30,000 IOM: Universal - Indirect	Organizational Partner helping deliver the program: Pasco Prevention Network, SMG Coalition representative that is lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable
Youth Media Campaign: Find Your Good	***SUPTRS CO***	Youth based campaign to create awareness about ATOD and mental health to promote making healthy choices.	Implementation Type: **Campaign** How many planned cohorts or campaigns? 1/month Total activities: 12	Describe who this service will reach: Students grades 6-12 based on youth coalition involvement. Estimated # of hours planned for all the cohorts or campaigns: 4 Estimated # of persons served by the planned cohorts or campaigns: 1100 IOM: Universal - Indirect	Organizational Partner helping deliver the program: PSD Coalition representative that is lead on this program: Tanya Logston	Survey: Frequency: Select from list. ☒ Not Applicable

Exhibit B

CATEGORY	Sub Use Px Tx Recovery Srvcs Carryover (SUPTRS CO) (Jul 1 23-Sept 30 23)	Sub Use Px Tx Recovery Srvcs (SUPTRS) (Jul 1 23-Jun 30 24)	Dedicated Cannabis Account (DCA) (Jul 1 23-Jun 30 24)	SUBTOTALS
Salary @ $30 per hour	$ -	$ 57,100.00	$ -	$ 57,100.00
Reimbursement for Coordinator Training/Travel	$ -	$ 3,792.00	$ -	$ 3,792.00
Reimbursement for Strategies and Programs	$ 12,000.00	$ 7,408.00	$ 22,500.00	$ 41,908.00
Reimbursement for Coalition/Community Training	$ 6,000.00	$ 8,200.00	$ -	$ 14,200.00
TOTALS	$ 18,000.00	$ 76,500.00	$ 22,500.00	$ 117,000.00

The above budget includes money allocated from the listed grants for the following reasons:

1. Salary for CONTRACTOR to compensate for hours provided in the performance of the duties as listed within this contract, at a rate of $30.00 per hour
2. Reimbursement for costs accrued in the process of pursuing additional training for the purpose of becoming more well equipped to perform the duties stated in this contract, and for costs accrued in the travel inherent in performing the duties stated in this contract per Exhibit G "Travel Policy"
3. Reimbursement for costs accrued in the implementation of the strategies and programs listed in Exhibit A "Scope of Work"
4. Reimbursement for costs accrued in the implementation of training processes for the Coalition and Communities members who work with the CONTRACTOR, enabling these members to be more effective in their implementation of strategies and programs as listed in Exhibit A "Scope of Work"

The revenue of the following grants may only be used for specific limited purposes, and nothing may be billed to these grants or paid by the county if the amount billed exceeds the amount listed above for each grant and if the service does not fall within the uses specified within the grant awards.

1. Sub Use Px TX Recovery Srvcs (SUPTRS) Grant - The Substance Abuse Prevention Treatment Recovery Services Grant may only be used for Salary compensation and Reimbursement for costs accrued for Training/Travel, Strategies, Programs and Coalition/ Community Training for the programs identified in Exhibit A.
2. Sub Use Px Tx Recovery Srvcs Carryover (SUPTRS CO) - The Substance Abuse Prevention Treatment Recovery Services Carry Over Grant may only be used for Reimbursement for costs accrued for Training/Travel, Strategies and Programs for the programs identified in Exhibit A.
3. Dedicated Cannabis Account (DCA) – The Dedicated Cannabis Account Grant may only be used for Reimbursement for costs accrued for implementing the Strategies and Programs identified in Exhibit A.

Exhibit C

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT is made between Benton County and the Contractor. This agreement does not expire or automatically terminate except as stated in Section 5.

Business Associate is or may be a "Business Associate" of Benton County as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Agreement is terminated, this Agreement nonetheless continues in effect.

1. **Definitions**

   a. "Access Attempts" means information systems are the frequent target of probes, scans, "pings", and other activities that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI. Those activities are "access attempts."
   b. "Day" means business days observed by Washington State government unless otherwise specified.
   c. "Catch-all Definitions" means the following terms used in the Agreement have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Unsecured Protected Health Information (PHI), and Use.
   d. "Clients or Individuals" means people who have health or other coverage or benefits from or through HCA. They include Medicaid clients, Public Employees Benefits Board subscribers and enrollees, and others.
   e. "Contract or Underlying Contract" means all agreements between Business Associate and HCA under which Business Associate is a "business associate" as defined in the Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.
   f. "Effective Date" means the date of the signature with the latest date affixed to the Agreement.
   g. "HIPAA Rules; Security, Breach Notification, and Privacy Rules – "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the "Security Rule" is subpart C (beginning with 164.302), the "Breach Notification Rule" is subpart D (beginning with 164.400), and the "Privacy Rule" is supart E (beginning with 164.500).

h. "Protected Health Information or PHI" has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of HCA, and relating to Clients. "PHI" means Protected Health Information.

2. **Obligations and Activities of Business Associate**

a. Limits

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for purposes of the underlying contract, if such use or disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity and is the minimum necessary.

b. Safeguards

Business Associate will use appropriate safeguards, and will comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. *Business Associate will store and transfer PHI in encrypted form.*

c. Reporting Security Incidents

Business Associate will report security incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those security incidents to HCA and County within five (5) days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 3 applies instead of this provision.

Access Attempts shall be recorded in Business Associates system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to HCA and County.

Since Business Associate's reporting and HCA's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associates will review logs and other records of Access Attempts, will investigate events where it is not clear whether or not an apparent Access Attempt was successful, and determine whether an Access Attempt:

i. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement, or
ii. *Resulted in material interference with Business Associate's information system* used with respect to PHI Subject to this Agreement, or
iii. Causes unauthorized Use or Disclosure.

Subject to Business Associate's performance as described herein. This provision shall serve as Business Associate's notice HCA that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. HCA acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in this Section 2 in which case Business Associate will report them in accordance with this Section 2.

3. **Breach Notification**

a. "Breach is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. HCA, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule, and for any notification under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule.

b. Business Associate will notify HCA and County of any unauthorized use or disclosure and any other possible Breach within five (5) business days of discovery. If Business Associate does not have full details at the time, it will report what information it has, and provide full details within fifteen business (15) days after discovery. The initial report may be oral. Business Associate will give a written report to HCA and County, however, as soon as possible. To the extend possible, these reports must include the following:
    i. The identification of each individual whose PHI has been or may have been accessed, acquired, or disclosed;
    ii. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
    iii. A description of the types of PHI involved;
    iv. The investigative and remedial actions the Business Associates or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
    v. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
    vi. Such other information as HCA and County my reasonably request.

c. If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify HCA and County. In any event, Business Associate will notify HCA and County of its intent to give any notification under a state breach notification law no fewer than ten (1)) business days before giving such notification.

d. If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of HCA) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
    i. HCA may choose to make any notifications to the individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
    ii. In any case, Business Associate will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect clients (such as paying for regular credit watches in some cases), and
    iii. Business Associate will compensate HCA clients for harms caused to them by the Breach or possible Breach described above.

e. Business Associate's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any breach or possible breach at any time.

4. **Subcontractors**
Business Associate will ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by HCA and County, Business Associate will identify to HCA and County all its subcontractors and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a subcontractor or anyone else does not relieve Business Associate of its responsibilities.

5. **Access**
Business Associate will make available PHI in a designated record set to the HCA as necessary to satisfy HCA's obligations under 45 CFR 164.524. Business Associate will give the information to HCA within five (5) business days of the request from the individual or HCA, whichever is earlier. If HCA requests, Business Associate will make that information available directly to the individual. If Business Associate receives a request for access directly from the individual, Business Associate will inform HCA of the request within three (3) business days, and if requested by HCA it will provide the access in accordance with the HIPAA rules.

6. **Amending PHI**
Business Associate will make any amendments to PHI in a designated record set as directed or agreed to by the HCA pursuant to 45 CFR 164.526, or take other measure requested by HCA to satisfy HCA's obligations under that provision. If Business Associate receives a request for amendment directly from an individual, Business Associate will both acknowledge it and infrom HCA within three (3) business days, and if HCA so requests act on it within ten (10) business days and inform HCA of its actions.

7. **Accounting**
Business Associate will maintain and make available to HCA the information required to provide an accounting of disclosures as necessary to satisfy HCA's obligations under 45 CFR 164.528. If Business Associate receives an individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to HCA within ten (10) business days after receiving it.

8. **Obligations**
To the extent the Business Associate is to carry out one or more of HCA's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to HCA in the performance of such obligations.

9. **Books, etc.**
Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

10. **Mitigation**

Business Associate will mitigate, to the extent practicable, any harmful effect of use or disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement.

11. **Indemnification**
    To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the County, State of Washington, HCA, and all officials, agents and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

12. **Permitted Uses and Disclosures by Business Associate**
    a. Limited Use and Disclosure
       Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Agreement.

    b. General Limitation
       Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by HCA.

    c. Required by Law
       Business Associate may use or disclose PHI as required by law.

    d. De-identifying
       Business Associate may de-identified PHI in accordance with 45 CFR 164.514(a)-(c).

    e. Minimum Necessary
       Business Associate will make uses and disclosures of only the minimum necessary PHI, and will request only the minimum necessary PHI.

13. **Disclosure for Management and Administration of Business Associate**
    a. Subject to Section 3, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

    b. The disclosures mentioned in Section 3 above are permitted only if either:
       i. The disclosures are required by law, or
       ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

    c. Aggregation
       Business Associate may use PHI to provide data aggregation services relating to the health care operations of the HCA, if those services are part of the Agreement.

14. **Activities of HCA**

a. Notice of Privacy Practices
HCA will provide a copy of its current notice of privacy practices under the Privacy Rule to Business Associate on request. HCA will also provide any revised versions of that notice by posting on its website, and will send it on request.

b. Changes in Permissions
HCA will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Restrictions
HCA will notify Business Associate of any restriction on the use or disclosure of PHI that HCA has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any such restriction.

15. **Term and Termination**

a. Term
This Agreement is effective as the earliest of:

i. The first date on which Business Associate receives or creates PHI subject to this Agreement, or
ii. The effective date of the Agreement, or if there is more than one Agreement then the effective date of the first one to be signed by both parties.

This Agreement continues in effect until the earlier of:

i. Termination of the provision of Services under the Agreement or, if there is more than one Agreement, under the last of the Agreements under which services are terminated.
ii. The termination of this Agreement as provided below, or
iii. The written agreement of the parties.

b. Termination for Cause
HCA or County may terminate this Agreement, if HCA and/or County determines Business Associate has violated a material term of the Agreement. The termination will be effective as of the date stated in the notice of termination.

c. Obligations of Business Associate Upon Termination
The obligations of the Business Associate under subsection 5 survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

i. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
ii. Return to HCA or, if agreed to by HCA, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of Section 5, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI< and Business Associate will provide HCA with appropriate evidence of destruction within ten (10) business days of the destruction);
iii. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or disclosure of the PHI, other than as

provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of Section 5, if the PHI is destroyed it shall be rendered unusable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will prvide HCA with appropriate evidence of destruction);

iv. Not use or disclose any PHI retained by Business Associate other than for the purposed for which the PHI was retained and subject to the same conditions that applied before termination;

v. Return to HCA, or, if agreed to by HCA, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

vi. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

d. Successor
Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to HCA or to a successor Business Associate after termination of the Agreement.

16. **Miscellaneous**

a. Amendment
The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

b. Interpretation
Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

c. HCA Contact for Reporting and Notification Requirements
Business Associate will address all reporting and notification communications required in this Agreement to:

HCA Privacy Officer
Washington State Health Care Authority
626 8th Avenue SE
PO BOX 42704
Olympia, WA 98504-2700
Telephone: 360-725-2108
E-mail: PrivacyOfficer@hca.wa.gov

Exhibit D

Data Use, Security and Confidentiality

1. **Definitions.**
   a. "Hardened Password" means a string of characters containing at least three of the following characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
      i. Passwords for external authentication must be a minimum of 10 characters long.
      ii. Passwords for internal authentication must be a minimum of 8 characters long.
      iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
   b. "Portable/Removable Media" means any Data storage device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
   c. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms. Or locked storage containers (such as filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
   d. "Transmitting" means the transferring of data electronically, such as via email, SFTP, web services, AWS Snowball, etc.
   e. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington Governmental Network (SGN) is a Trusted System for communications within that Network.
   f. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunctions with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. **Confidential Information Transmitting**
   a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.
   b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. **Protection of Confidential Information**
   The Contractor agrees to store Confidential Information as described:

a. Data at Rest:
    i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

b. Data Stored on Portable/Removable Media or Devices:
    i. Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
    ii. HCA's data msut not be stored by the Receiving Party of Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Date by:
        - Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
        - Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as physical token or biometrics;
        - Keeping devices in locked storage when not in use;
        - Using check-in/check-out procedures when devices are shared;
        - Maintain an inventory or devices; and
        - Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

c. Paper Documents
Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Confidential Information Segregation

a. HCA Confidential Information received under this Agreement must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

b. The HCA Confidential Information must be kept in one of the following ways:
    i. On media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
    ii. In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
    iii. In a database that will contain only HCA Data; or
    iv. Within a database and will be distinguishable from non-HCA Data by the value of a specific field of fields within database records; or

v. When stored as physical paper documents, physically segregated from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this attachment.

5. **Confidential Information Shared with Subcontractors**
If HCA Confidential Information provided under this Agreement is to be shared with a Subcontractor, the contract with the Subcontractor must include all the Confidential Information Security Requirements.

6. **Confidential Information Disposition**
   a. When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented with NIST 800-88 (http://csrc.nist.gov/publications/PubsSPs.html).
      i. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4: Confidential Information Segregation, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Exhibit E

Federal Compliance, Certification and Assurances

1. **Definitions**
   a. "Sub-recipient" means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.
   b. "Sub-award and Sub-grant" are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.
      i. Federal Compliance – The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract.
         1. Source of Funds **SABG**: This agreement is being funded partially or in full. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CDFA) number 93.959. The sub-awardee is responsible for tracking and reporting the cumulative amount expended HCA Contract K3904 Amendment 3 between the County and HCA and sub-contractor with Contractor.
         2. Period of Availability of Funds SABG: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than the expiration of the Agreement.
         3. Source of Funds **PFS 2018**: Source of Funds **SABG**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.243. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.
         4. Source of Availability of Funds PFS 2018: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the ward must be liquidated no later than the expiration of the Agreement.
         5. Source of Funds **SOR**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA

Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.

6. Period of Availability of Funds SOR: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the ward must be liquidated no later than the expiration of the Agreement.
7. Source of Funds **SOR II**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.
8. Period of Availability of Funds SOR II: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the ward must be liquidated no later than the expiration of the Agreement.
9. Modifications: This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
    a. Examples of items requiring HCA and County prior written approval include, but are not limited to, the following:
        i. Deviations from the budget and Project plan.
        ii. Change in scope or objective of the agreement.
        iii. Change in a key person specified in the agreement.
        iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
        v. Need for additional funding.
        vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
        vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
    b. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the HCA.
10. Sub-Contracting: The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the HCA. If sub-contracts are approved by the HCA, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
11. Condition for Receipt of Health Care Authority Funds: funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure

other federal monies without prior written approval by the Health Care Authority.

12. Unallowable Costs: The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
13. Supplanting Compliance: The SABG Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(A)(10)).
14. Citizenship/Alien Verification/Determination: The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
15. Federal Compliance: The sub-awardee shall comply with all applicable State and Federal statues, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
16. Civil Rights and Non-Discrimination Obligations: During the performance of this agreement, the Contractor shall comply with all current and future federal statues relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1972 (29 U.S. C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) http://www.hhs.gov/ocr/civilrights.

HCA Federal Compliance Contact Information
Federal Grants and Budget Specialist Health Care Policy
Washington State Health Care Authority
PO BOX 42710
Olympia, WA 98504-2710

2. **Circulars 'Compliance Matrix'**
The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Health Care Authority, as the primary recipient of federal funds and then follow the funds to the County and then to the County Sub-Contractor. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

OMB Super Circular 2 CFR 200.501 and CFR 75.501

3. **Standard Federal Certifications and Assurances**
   Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

4. **Certification Regarding Debarment and Suspension**
   a. The undersigned certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
      i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract 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 commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

   b. Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

   c. The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transaction (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transaction in accordance with 45 CFR Part 76.

5. **Certification Regarding Drug-Free Workplace Requirements**
   The undersigned certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about:
      i. The dangers of drug abuse in the workplace;
      ii. The contractor's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

b. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above.
c. Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the contract the employee will –
   i. Abide by the terms of the statement; and
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
d. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (c)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
e. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (c)(ii), with respect to any employee who is so convicted.
   i. Takin appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1972, as amended; or
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (e).

For purposes of paragraph (e) regarding agency notification of criminal drug conviction, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO BOX 42700
Olympia, WA 98504-2700

6. **Certification Regarding Lobbying**
Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (unappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

a. The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard From-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
    iii. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, contracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

b. The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making of entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA)**
The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

8. **Certification Regarding Environmental Tobacco Smoke**
    a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are contracted, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient

drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

c. By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

d. The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

9. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Instructions for Certification**
   a. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
   b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
   d. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the assigned HCA Program Systems Manager for assistance in obtaining a copy of those regulations.

f. The prospective contractor agrees by submitting this contract that, should the proposed covered transition be entered into, 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 Authority.
g. The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List (of excluded parties).
i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
j. Except for transactions authorized under section 9 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

10. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions**
    a. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
        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 contract 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 (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
        iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) terminated for cause or default.
    b. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Exhibit F

Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms

1. SAMHSA Award Terms
   a. This grant is subject to the terms and conditions included directly or incorporated by reference on the Notice of Award (NoA).
   b. Grant funds cannot be used to supplant current funding of existing activities.
   c. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is $199,700 annually.
   d. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
   e. Per 45 Code of Federal Regulations (CFR) 74.36 and 45 CFR 92.34 and the US Department of Health and Human Services Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
   f. Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable Office of Management and Budget circulars A-102 and A-110.
   g. No part of an appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
   h. No part of any appropriation contained in the Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
   i. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites): "Funding for this conference was made possible (in part) by Grants, and from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government. "
   j. If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (Meals and Incidental Expenses allowance) must be reduced by the allotted meal cost(s).

k. **Marijuana Attestation.** The primary award recipient and all sub-recipients (contractor & sub-awardee) will not use funds, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also will not be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders (45 CFT 75.300(a); 21 United States Code 812(c)(10) and (8410). This prohibition does not apply to those providing such treatment in the context of clinical research permitted b the Drug Enforcement Administration and under a US Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

l. **SABG Block Grant Attestation:** SABG Block grant funds will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

Exhibit G

Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	$5.50
Lunch:	$7.00
Dinner	$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Declaration of Surplus Property
Presenter:	
Prepared By:	Mary Johnson
Reviewed By:	Auditor, Robert Heard

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

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

Summary / Background Information

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

Fiscal Impact

Amount: **No Budget Impacts**

Fund: **n/a**

Recommendation

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

Suggested Motion

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 12th day of September, 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: Information Technology
cc: Auditor

M Johnson

Attachment A: Auction

Information Technology (Public Online Auction)

- Lot 1 – 10 Dell Computer Monitors
- Lot 2 – 10 Dell Computer Monitors
- Lot 3 – 10 Dell Computer Monitors
- Lot 4 – 9 Dell Computer Monitors, 1 HP Monitor
- Lot 5 – 10 Dell Computer Monitors
- Lot 6 – 9 Dell Computer Monitors
- Lot 7 – 4 Dell Computer Monitors – no stands
- Lot 8 – Receipt Printer
- Lot 9 – 10 Optiplex Minis
- Lot 10 – 10 Optiplex Minis
- Lot 11 – 10 Optiplex Minis
- Lot 12 – 10 Optiplex Minis
- Lot 13 – 11 Optiplex Minis
- Lot 14 – 7 Laptops
- Lot 15 – 5 Dell Laptops
- Lot 16 – 6 Laptops
- Lot 17 – 7 Laptops
- Lot 18 – 6 Ipads, 1 with Case
- Lot 19 – 4 Optiplex Towers
- Lot 20 – 2 Large HP Printers
- Lot 21 – 4 HP Printers
- Lot 22 – Large Server Rack
- Lot 23 – 13 Docking Stations
- Lot 24 – Box of mixed Power Cables
- Lot 25 – Box of Phone Cables
- Lot 26 – Box of Assorted Keyboards & Mice
- Lot 27 – Box of Assorted Keyboards & Mice
- Lot 28 – Box of Assorted Keyboards & Mice
- Lot 29 – Box of Display Cables
- Lot 30 – Box of USBC Cables
- Lot 31 – 2 Power Supplies

Orig: Information Technology
cc: Auditor M Johnson

Attachment B: Disposal

Information Technology (For Disposal)

- Lot 1 – 4 Dell 27in Computer Monitors – Water Damage (22660, 22696, 22695, 21904)
- Lot 2 – 1 Apple Ipad – Shattered (21789), 1 Apple Ipad – Water Damage (21703)
- Lot 3 – 1 Optiplex 7050 Tower – Water Damage (22690)
- Lot 4 – 1 Optiplex 7050 Mini – Water Damage (22673)
- Lot 5 – 1 Latitude 5501 Laptop (24050)
- Lot 6 - 2 Docking Stations

Orig: Information Technology
cc: Auditor

M Johnson

ITEMS MOVED TO SURPLUS

TICKET #	ITEM TYPE	HD		ITEM TYPE	HD	TICKET #	ITEM TYPE	HD
20701	OPTIPLEX - big	X	23031	MONITOR	X	21022	MONITOR	X
19581	OPTIPLEX - big	X	21923	MONITOR	X	17317	MONITOR	X
NO TAG	OPTIPLEX - big	X	20055	MONITOR	X	no tag	MONITOR	X
NO TAG	OPTIPLEX - big	X	21119	MONITOR	X	19975	MONITOR	X
21021	OPTIPLEX- MINI	X	19953	MONITOR	X	20041	MONITOR	X
22914	OPTIPLEX- MINI	X	23027	MONITOR	X	23750	MONITOR	X
22898	OPTIPLEX- MINI	X	20828	MONITOR	X	23748	MONITOR	X
21827	OPTIPLEX- MINI	X	25203	MONITOR	X	20561	MONITOR	X
21513	OPTIPLEX- MINI	X	23747	MONITOR	X			
22919	OPTIPLEX- MINI	X	22999	MONITOR	X			
22924	OPTIPLEX- MINI	X	21543	MONITOR	X	21088	LAPTOP	X
22909	OPTIPLEX- MINI	X	24044	MONITOR	X	23903	LAPTOP	X
22899	OPTIPLEX- MINI	X	19849	MONITOR	X	22926	LAPTOP	X
22905	OPTIPLEX- MINI	X	22996	MONITOR	X	20220	LAPTOP	X
22921	OPTIPLEX- MINI	X	19846	MONITOR	X	23310	LAPTOP	X
20551	OPTIPLEX- MINI	X	20528	MONITOR	X	23400	LAPTOP	X
20791	OPTIPLEX- MINI	X	22997	MONITOR	X	16812	LAPTOP	X
21851	OPTIPLEX- MINI	X	23005	MONITOR	X	22837	LAPTOP	X
22881	OPTIPLEX- MINI	X	19837	MONITOR	X	22930	LAPTOP	X
22774	OPTIPLEX- MINI	X	21544	MONITOR	X	23423	LAPTOP	X
23058	OPTIPLEX- MINI	X	25588	MONITOR	X	23424	LAPTOP	X
22639	OPTIPLEX- MINI	X	21540	MONITOR	X	23283	LAPTOP	X
22915	OPTIPLEX- MINI	X	20907	MONITOR	X	22869	LAPTOP	X
22913	OPTIPLEX- MINI	X	21008	MONITOR	X	23342	LAPTOP	X
22972	OPTIPLEX- MINI	X	21012	MONITOR	X	23218	LAPTOP	X
23060	OPTIPLEX- MINI	X	20566	MONITOR	X	23219	LAPTOP	X
23755	OPTIPLEX- MINI	X	21308	MONITOR	X	21801	LAPTOP	X
22617	OPTIPLEX- MINI	X	21800	MONITOR	X	20866	LAPTOP	X
21912	OPTIPLEX- MINI	X	21519	MONITOR	X			
21539	OPTIPLEX- MINI	X	23564	MONITOR	X			
23053	OPTIPLEX- MINI	X	20564	MONITOR	X	NO TAG	Reciept Printer	
21118	OPTIPLEX- MINI	X	21913	MONITOR	X			
22907	OPTIPLEX- MINI	X	19137	MONITOR	X			
22910	OPTIPLEX- MINI	X	20592	MONITOR	X	NO TAG	BOX OF DISPLAY CABLES	
22966	OPTIPLEX- MINI	X	23125	MONITOR	X	NO TAG	BOX OF PHONE CABLES	
23049	OPTIPLEX- MINI	X	23284	MONITOR	X	NO TAG	MIXED POWER CABLES	
20597	OPTIPLEX- MINI	X	21645	MONITOR	X	NO TAG	ASSORTED KEYBOARDS/MICE	
22916	OPTIPLEX- MINI	X	21911	MONITOR	X	NO TAG	ASSORTED KEYBOARDS/MICE	
21871	OPTIPLEX- MINI	X	19588	MONITOR	X	NO TAG	ASSORTED KEYBOARDS/MICE	
22922	OPTIPLEX- MINI	X	19883	MONITOR	X	NO TAG	BOX OF USBC CABLES	
22900	OPTIPLEX- MINI	X	19752	MONITOR	X			
22904	OPTIPLEX- MINI	X	19754	MONITOR	X			
21798	OPTIPLEX- MINI	X	22937	MONITOR	X	NO TAG	DOCKING STATION	
22000	OPTIPLEX- MINI	X	19881	MONITOR	X		DOCKING STATION	
20676	OPTIPLEX- MINI	X	21541	MONITOR	X		DOCKING STATION	
23061	OPTIPLEX- MINI	X	22658	MONITOR	X		DOCKING STATION	
21362	OPTIPLEX- MINI	X	23575	MONITOR	X		DOCKING STATION	
21431	OPTIPLEX- MINI	X	no tag	MONITOR	X		DOCKING STATION	
22920	OPTIPLEX- MINI	X	23770	MONITOR	X		DOCKING STATION	
23055	OPTIPLEX- MINI	X	22998	MONITOR	X		DOCKING STATION	
23067	OPTIPLEX- MINI	X	22992	MONITOR	X		DOCKING STATION	
23054	OPTIPLEX- MINI	X	19968	MONITOR	X		DOCKING STATION	
20394	OPTIPLEX- MINI	X	23278	MONITOR	X		DOCKING STATION	
20929	OPTIPLEX- MINI	X	21017	MONITOR	X		DOCKING STATION	
			21133	MONITOR	X		DOCKING STATION	
19035	HP Printer	X						
20734	HP Printer	X				18520	HP Printer CP4025dn	X
20977	HP Printer	X	NO TAG	LARGE SERVER RACK		18531	HP Printer CP4025dn	X
19763	HP Printer	X						

LOT 1	Monitors
20566	P2213H
21308	P2217H
21800	P2217H
21519	P2217H
23564	P2219H
20564	P2213H
21913	P2217H
19137	U2212H
20592	P2213H
23125	P2217H

LOT 2	Monitors
23284	P2219H
21645	P2217H
21911	P2217H
19588	P2012H
19883	P2213H
19752	P2212H
19754	P2212H
22937	P2217H
19881	P2213H
21541	P2217H

LOT 3	Monitors
22658	P2217H
23575	P2219H
NO TAG	MONITOR
23770	P2219H
22998	P2217H
22992	P2217H
19968	P2213
23278	P2219H
21017	P2214H
21133	P2217H

LOT 4	Monitors
21022	P2214H
17317	22"
NO TAG HP	MONITOR
19975	P2213
20041	P2213
23750	P2219H
23748	P2219H
20561	P2213
23031	P2217H
21923	P2217H

LOT 5	Monitors
20055	P2213
21119	P2217H
19953	P2213
23027	P2217H
20828	P2214H
25203	P2219H
23747	P2219H
22999	P2217H
21543	P2217H
24044	P2219H

LOT 6	Monitors
19849	P2212H
22996	P2217H
19846	P2212H
20528	P2213
22997	P2217H
23005	P2217H
19837	P2212H
21544	P2217H
25588	P2422H

LOT 7	Monitors
21540	P2217H
20907	P2214H
21008	P2214H
21012	P2214H

LOT 8	
NO TAG	Reciept Printer

LOT 9	PCs
21021	Opti 7040
22914	Opti 7050
22898	Opti 7050
21827	Opti 7050
21513	Opti 7040
22919	Opti 7050
22924	Opti 7050
22909	Opti 7050
22899	Opti 7050
22905	Opti 7050

LOT 10	PCs
22921	Opti 7050
20557	Opti 9020M
20791	Opti 9020M
21851	Opti 7050
22881	Opti 7050
22774	Opti 7050
23058	Opti 7050
22639	Opti 7050
22915	Opti 7050
22913	Opti 7050

LOT 11	PCs
22972	Opti 7050
23060	Opti 7050
23755	Opti 7070
22617	Opti 7050
21912	Opti 7050
21539	Opti 7040
23053	Opti 7050
21118	Opti 7040
22907	Opti 7050
22910	Opti 7050

LOT 12	PCs
22966	Opti 7050
23049	Opti 7050
20597	Opti 9020M
22916	Opti 7050
21871	Opti 7050
22922	Opti 7050
22900	Opti 7050
22904	Opti 7050
21798	Opti 7050
20929	Opti 7040

LOT 13	PCs
22000	Opti 7050
20676	Opti 9020M
23061	Opti 7050
21362	Opti 7040
21431	Opti 7040
22920	Opti 7050
23055	Opti 7050
23067	Opti 7050
23054	Opti 7050
20394	Opti 9020M

LOT 14	Tablets/Laptops
21088	Surface
23903	Latitude 7200
22926	Latitude 5590
20220	Latitude E5550
23310	Latitude 5590
23400	Latitude 5590
16812	Precision M6300

LOT 15	Laptops
22837	Latitude 5290
22930	Latitude 5290
23423	Latitude 5290
23424	Latitude 5290
23283	Latitude 5290

LOT 16	Laptops
22869	Precision 5520
23342	Latitude 5490
23218	Latitude 5490
23219	Latitude 5490
21801	Latitude 5480
20866	Latitude E5450

LOT 17	
20717	Latitude E5450
23366	Latitude 5490
22791	Latitude 5490
22964	Latitude 5490
21532	Latitude E5470
23197	Latitude 5491

LOT 18	
23407	Apple Ipad
21788	Apple Ipad 9.7
21687	Apple Ipad 9.7
22863	Apple Ipad Pro
22862	Apple Ipad Pro
18521	Applie Ipad 2

LOT 19	
NO TAG	OptiPlex 7010
20701	OptiPlex T1700
NO TAG	OptiPlex 7010
19581	OptiPlex 9010

LOT 20	
18520	HP - CP4025dn
18531	HP - CP4025dn

LOT 21	
19035	HP - M601dn
20734	HP - M553X
20977	HP - M553dn
19763	HP - M602n

LOT 22	
NO TAG	Large
	Server
	Rack

LOT 23	
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION
NO TAG	DOCKING STATION

LOT 24	
NO TAG	Mixed
	Power
	Cables

LOT 25		LOT 26		LOT 27		LOT 28	
NO TAG	Box of	NO TAG	Box of	NO TAG	Box of	NO TAG	Box of
	Phone		Assorted		Assorted		Assorted
	Cables		Keyboards		Keyboards		Keyboards
			& Mice		& Mice		& Mice
LOT 29		**LOT 30**		**LOT 31**			
NO TAG	Display	NO TAG	USBC	NO TAG	2 Power		
	Cables		Cables		Supplies		

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 08/30/23 BC 09/12/23
Subject:	Public Works Contract Amendment No. 1 with Apollo Mechanical Contractors Facility Service dba Apollo Mechanical Contractors
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 769 dated October 25, 2022 and Franklin County Resolution No. 2022 254 dated October 11, 2022, the Board of Benton and Franklin County Commissioners entered into a contract with Apollo Mechanical Contractors to provide kitchen 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 additional 12-month period and replace Section 5(b) "Compensation" to increase contract do not exceed limit.

Due to supply rate increase, the contract "do not exceed" limit will need to be increased by $25,000 above the current contract amount of $40,000; therefore, we are amending the contract to increase the do not exceed limit to $65,000, excluding WSST.

The attached contract Amendment No. 1 shall commence on October 1, 2023 and shall expire on September 30, 2024.

Fiscal Impact

Amount not to exceed of $65,000, excluding WSST, will be paid out of Current Expense Dept. 172 Facilities Budget. 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 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 KITCHEN MAINTENANCE SERVICES AT THE JUVENILE JUSTICE CENTER APPROVED BY BENTON COUNTY RES. NO. 2022 769 AND FRANKLIN COUNTY RES. NO. 2022 254

WHEREAS, Benton-Franklin Counties Juvenile Justice Center currently contracts with Apollo Contractors Facility Service; and

WHEREAS, the purpose of Amendment No. 1 is to amend Section 2 "Duration of Contract" to extend contract, and replace Section 5 "Compensation" to increase do not exceed limit from $40,000 to $65,000; and

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

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concur with the Administrator's recommendation of Amendment No. 1 to amend Public Works Contract for an amount not to exceed $65,000 excluding W.S.S.T; and

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

BE IT FURTHER RESOLVED, the term of the attached Amendment No. 1 commences October 1, 2023 and shall expire 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 769 and executed on October 25, 2022, and Franklin County Resolution No. 2022 254 and executed on October 11, 2022, the parties agree to amend the Contract as follows:

1. **Section 2 – <u>DURATION OF CONTRACT</u>**, "Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period." The term of the contract shall be extended for an additional 12-month period beginning on October 1, 2023 and shall expire September 30, 2024.

2. **Section 5(b) – <u>COMPENSATION</u>**, shall be replaced in its entirety as follows:

   b. The maximum total amount payable for the As-Needed Repairs by the COUNTIES to the CONTRACTOR under this Contract shall not exceed Sixty-Five Thousand Dollars and Zero Cents ($65,000.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTIES promptly in writing if the CONTRACTOR'S cumulative accounts receivable attributable to the COUNTIES, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

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 Facility Service DBA Apollo Mechanical Contractors	**Benton Franklin Counties Juvenile Justice Center**
Dale W Hollandsworth 7/28/2023	8/16/2023
Dale Hollandsworth, Vice President **Date**	**David Wheeler, Administrator** **Date**
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom 08/16/23 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 08/23/23 BC 09/12/23
Subject:	Sign Interagency Agreement with AOC for support of CASA/VGAL program via No. IAA24325
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center would like to enter into an Agreement with the State of Washington, Administrative Office of the Courts (AOC), to provide Court Appointed Special Advocate (CASA/VGAL) representation to dependent youth of Benton and Franklin Counties. Benton-Franklin Counties Juvenile Justice Center has been receiving funding from AOC in support for CASA/VGAL program since 2000.

The term of the Interagency Agreement No. IAA24325 is July 1, 2023, through June 30, 2024. The Program Agreement is backdated to July 1, 2023, so that services are not interrupted, and the Benton-Franklin Counties Juvenile Justice Center can maximize the use of available funds effective on July 1, 2023.

The delay in execution is a result of the Agreement not being received by AOC until August 4, 2023.

Fiscal Impact

This project is grant funded. The Program Agreement is based on expenditure reimbursement to the Benton-Franklin Counties Juvenile Justice Center. The maximum reimbursement amount is not to exceed $90,030.00.

Recommendation

The Juvenile Administrator recommends that the Boards of County Commissioners authorize their Chairs to sign the Interagency Agreement No. IAA24235.

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 THE INTERAGENCY AGREEMENT IAA24325 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS FOR SUPPORT OF CASA/VOLUNTEER GAL PROGRAMS

WHEREAS, Benton and Franklin Counties had an Interagency Agreement with the State of Washington Administrative Office of the Courts for support of CASA/VGAL programs via Benton County Resolution numbered 2022 642 and Franklin County Resolution numbered 2022 195 which is Interagency Agreement No. IAA23020; and

WHEREAS, David Wheeler, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement No. IAA24325 between the State of Washington Administrative Office of the Courts, and the Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2023 and terminating on June 30, 2024; and

WHEREAS, the new Program Agreement was not received by the State of Washington Administrative Office of the Courts until August 4, 2023, and is backdated to July 1, 2023, so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2023; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approves the State of Washington Administrative Office of the Courts Interagency Agreement No. IAA24325 in support of CASA/VGAL programs. The Program Agreement is based on expenditure reimbursement in which the maximum amount is not to exceed $90,030.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Interagency Agreement No. IAA24325; and

BE IT FURTHER RESOLVED, the term of the attached Program Agreement commences July 1, 2023, and expires on June 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

INTERAGENCY AGREEMENT IAA24325
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON-FRANKLIN JUVENILE COURT
FOR THE
SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Benton-Franklin Juvenile Court (COURT).

I. PURPOSE

It is the purpose of this Agreement for the COURT to increase the number of children served by court-appointed special advocates (CASA's)/volunteer guardians ad litem as defined by RCW 13.34.030(12) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

II. STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(13) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC".**

Reporting schedule:

Period	Report Due
07/01/23 - 12/31/23	01/31/24
01/01/24 - 06/30/24	07/31/24

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Project Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276.

III. PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2023 regardless of the date of execution and it shall end on June 30, 2024, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

IV. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed $90,030. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

V. BILLING PROCEDURE

The COURT will submit properly-completed Washington State form A-19 via email to AOC Financial Services at payables@courts.wa.gov or to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed A-19 and the detailed information outlined in the CASA/Volunteer GAL Monthly Detail Report (see Exhibit B). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier

VI. REVENUE SHARING

A. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court no later than May 1, 2024 that AOC intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more monies than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

B. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A-19 to payables@courts.wa.gov so that it is received by August 1, 2024.

VII. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VIII. BACKGROUND CHECKS

The COURT shall:

- Ensure a criminal background check has been completed for all employees, CASAs/Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The AOC will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

IX. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

X. INDEPENDENT CAPACITY

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

XI. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

XII. TERMINATION

A. Termination for Convenience
Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this agreement is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

B. Termination for Cause
If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

XIII. 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 determination of the Dispute Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

XIV. GOVERNANCE

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

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

A. Applicable state and federal statutes and rules;

B. Statement of work; and

C. Any other provisions of the Agreement, including materials incorporated by reference.

XV. ASSIGNMENT

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

XVI. WAIVER

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

XVII. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XVIII. 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 Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the agreement if all parties agree to the amendment.

XIX. COUNTERPARTS

Each party agrees that a digital, electronic, or scanned transmission of any original document has the same effect as the original. Any signature required on an original will be completed and sent to the other party, as applicable, when an electronic or digital copy has been signed. The parties agree that signed digital, electronic or scanned copies of documents will be given full effect as if an original.

XX. AGREEMENT MANAGEMENT

The project manager 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 Agreement:

AOC Project Manager	Contractor Project Manager
Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov (360) 705-5276	David Wheeler Juvenile Court Administrator 5606 W Canal Pl, Ste 106 Kennewick, WA 99336-1300 david.wheeler@co.benton.wa.us 509-737-2745

XXI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

AGREED:

Administrative Office of the Courts	**County Juvenile Court**
	See attached signature page
Signature *Date*	*Signature* *Date*
Christopher Stanley, CGFM	**David Wheeler**
Name	*Name*
Chierf Financial and Management Officer	**Juvenile Court Administrator**
Title	*Title*

EXHIBIT A
CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. For FY 2024, this supporting documentation needs to be retained at the local level. In future fiscal years, AOC will require the supporting documentation be submitted with each reimbursement claim.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(12): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(13): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

The legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a county/court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

D. ROLES AND RESPONSIBILITIES

1. Project Manager

- Person designated to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance
- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. **AOC Project Manager**

- Acts as central point of contact with the county/court
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement
- Forwards cost and budget questions received to the AOC Comptroller
- Reviews all reports required under the CASA/Volunteer GAL program agreement

3. **Management Services Director**

- Resolves policy and procedural issues related to CASA/Volunteer GAL program funding

4. **AOC Comptroller**

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the Legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits county/court to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. **Contract Manager**

- Drafts, reviews, and approves CASA/Volunteer GAL program agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. **State Auditor**

- Audits county/court and AOC for compliance with CASA/Volunteer GAL program

E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. **Staff/FTE (salaries and benefits)**

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program must be kept locally. If employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

- Attorney – Invoice must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies

    - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.

    - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

4. Equipment

- Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than $500 or where the service/maintenance period on the equipment is greater than one year and could exceed $500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.

- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the county/court and approved by the court administrator or county executive. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

6. Travel

- Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the CASA/VGAL program's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved by AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

- *Volunteers* can be reimbursed for meals at the destination per diem rates if in travel status during the full meal period (7-8 a.m. breakfast, noon-1 lunch, 4-5 p.m. dinner). There is no overnight or 3-hours beyond the normal work day "in travel status" requirement for volunteers to qualify for meal, mileage, and ferry reimbursement.
  - Supporting Documentation – All travel reimbursement requests must be kept locally for audit purposes.
  - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the Washington State Legislature to the AOC for child advocate program costs.

Allocation of the funding is based on:

1. Caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

   Dependency Petition
   Dependency Review Hearing
   Dependency Review Hearing Order
   Dismissal Hearing
   Disposition Hearing-Use For Case type 7 Cases Only
   Fact Finding Hearing
   Fact-Finding And Disposition Hearing
   First Dependency Review Hearing
   First Dependency Review Hearing Order
   Order Of Dependency
   Order Of Dismissals
   Order Of Disposition
   Order Of Disposition On Dependency
   Order On Review Hearing
   Permanency Planning Hearing
   Permanency Planning Hearing Order
   Petition For Termination Of Parent-Child Relationship
   Review Hearing
   Shelter Care Hearing: Contested
   Shelter Care Hearing: Uncontested
   Shelter Care Orders
   Order Of Continuances
   General Order Code

2. Filings reported by three participating tribes: Kalispel Tribe of Indians, Spokane Tribe of Indians, and Yakama Nation. The data is given to the Comptroller by the AOC Project Manager from the tribes' 6-month reports.

The AOC Comptroller maintains an allocation spreadsheet. The caseload data is used to calculate a percentage of total statewide filings for each county and tribe, based on a moving average of four-year filings of each case type.

The percentages applied to the appropriation amount by fiscal year calculate the allocation amounts available to each CASA/Volunteer GAL program.

Audit Process

The AOC Comptroller will periodically audit CASA/Volunteer GAL program reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to CASA/Volunteer GAL program reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of the CASA/Volunteer GAL program in that county.

Following this review, the AOC Comptroller (or designee) will provide a signed report to the county and to the AOC CASA/Volunteer GAL program audit file certifying compliance with audit requirements. See next page for sample report.

State of Washington
Administrative Office of the Courts

I, [*AOC Comptroller name*], have reviewed the CASA/Volunteer GAL program reimbursement documents and supporting documentation provided by [*county and county designee name*] for the time period Fiscal Year [*20XX*], and do hereby declare that:

☐ Documentation is in compliance with CASA/Volunteer GAL program cost reimbursement requirements.

☐ Documentation is **not** in compliance with CASA/Volunteer GAL program cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

_____

AOC Comptroller/Designee Date

CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT
EXHIBIT B

Administrative Office of the Courts
(submit monthly with A-19 invoice)

COUNTY/COURT NAME: _____ **MONTH & YEAR:** _____

ADMINISTRATIVE
Computer Set-Up _____
CASA/WACAP Membership Dues _____
_____
_____
Total $ - _____

STAFF/FTE
Salaries _____
Benefits _____
_____
Total $ - _____

CONTRACTS/ SERVICE DELIVERY
Advertising _____
_____
_____
_____
Total $ - _____

GOODS/SERVICES
- Supplies _____
- Communication (Telephone/Postage) _____
- Other (Computer/Licenses) _____
Total $ - _____

TRAVEL
- Mileage _____
- Per Diem _____
- Other (Registrations fees) _____
Total $ - _____

GRAND TOTAL $ - _____

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

8/8/2023

David Wheeler, Juvenile Court Administrator **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

08/04/23

Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

_____ _____

Civil Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	09/12/23
Subject:	Amendment of Superior Court Professional Services Agreement with Deric Orr
Presenter:	
Prepared By:	Charlie Dow
Reviewed By:	Denise Gerry

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

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

Summary / Background Information

Benton County is legally obligated to provide public defense services in Benton County Superior Court for representation in Adult Drug Court.

Benton County Superior Court has additional funding to provide a 10% increase to Deric Orr's agreement. The existing agreement compensation is $137,760 with a 10% increase total of $151,536 for the biennium. This would increase his monthly compensation by $574 (a total of $6,314 per month from $5,740 per month). The agreement will be effective retroactively April 1, 2023 through December 31, 2024.

Fiscal Impact

Increase of $574 per month for 20 months with a total increase of $11,480.00.

Recommendation

Execute resolution approving amendment of superior court professional services agreement with Deric Orr.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH DERIC ORR, RESOLUTION 2022-861, FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY SUPERIOR COURT DRUG COURT TO PROVIDE FOR INCREASED COMPENSATION

WHEREAS, Benton County ("County") is obligated by law to provide indigent defense services in Benton County Superior Court (Services); and

WHEREAS, County has been contracting with attorney Deric Orr ("Attorney") to provide representation in Adult Drug Court cases; and

WHEREAS, it has become necessary to modify the agreement with Attorney for increased compensation; and

WHEREAS, it is therefore in the best interests of Benton County to amend the professional services agreement with Attorney per agreement #BCSC2324DJO001ADC; **NOW, THEREFORE**

BE IT RESOLVED that the amended professional services agreement with attorney Deric Orr, previously executed through resolution 2022-861, is hereby amended and approved, to provide for modifying compensation terms, effective retroactively April 1, 2023 through December 31, 2024, specifically increasing the monthly compensation to $6,314.00 (plus other allowable case premiums, reimbursements, and other fees as associated in the professional services agreement).

Dated this _____ day of _____ 20 _____

_____
Chairman

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Deric Orr
Copy – Auditor, Superior Court, S. Godinez

C Dow

DocuSign Envelope ID: 574E7A7D-85BC-48D1-8597-C91B758EA26B

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO PERSONS PARTICIPATING IN BENTON COUNTY SUPERIOR COURT ADULT DRUG COURT PROGRAM CONTRACT #BCSC2324DJO001ADC

THIS AGREEMENT, previously entered into by and between **Deric Orr** attorney at law, Washington State Bar Association **# 46332** ("Attorney") **dba Johnson & Orr PLLC,** and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court, by and through Resolution **#2022-861**,

IS HEREBY AMENDED AS FOLLOWS:

12. **COMPENSATION.**

a. As compensation for Attorney's performance and rendering of independent professional legal services hereunder, Attorney shall be compensated in the amount of **$6,314.00 per month.**

This amendment shall take effect **retroactively April 1, 2023** through **December 1, 2024**.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

SIGNATURES APPEAR ON FOLLOWING PAGE

DocuSign Envelope ID: 574E7A7D-85BC-48D1-8597-C91B758EA26B

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest:

_____
Clerk of the Board

ATTORNEY

Date 8/24/2023

DocuSigned by:
02E06866366D46D...

Deric Orr, WSBA #**46332**

Approved as to Form and Content

DocuSigned by:
Charlie Dow
D3E112CD2A594A6...

8/24/2023

Charles Dow
^Public Defense Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023 **Memo Date:** August 17, 2023
Subject:	Interagency Agreement with Benton Conservation District for VSP Implementation
Presenter:	
Prepared By:	Donna Hutchinson
Reviewed By:	Greg Wendt

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 2011 the Washington State Legislature passed legislation known as the Voluntary Stewardship Program (VSP) - RCW 36.70A.700 - 760. The intent of the Voluntary Stewardship Program is to promote plans to protect and enhance critical areas within areas where agricultural activities are conducted, while maintaining and improving the long-term viability of agriculture in Washington State and reducing the conversion of farmland to other uses.

On January 10, 2012, Benton County adopted Resolution 2012-038, formally authorizing the County's participation in the Voluntary Stewardship Program. In 2015, the State provided adequate funding for the Program and Benton County was provided with a $270,000 Washington State Conservation Commission grant, which allowed Benton County to initiate the development of a VSP Work Plan.

The VSP Work Plan was completed in 2018 and to continue implementation, a 2023-2025 Biennium VSP Contract No. K2407 between Benton County and the Washington State Conservation Commission was approved by the Board of County Commissioners on July 18th and signed by the State Conservation Service on July 21, 2023 (see copy attached).

Additionally, with the Board of County Commissioners approval of the contract accepting VSP funding for the 2023–25 Biennium, the next step towards VSP Work Plan development and implementation would be to re-enter into an Interagency Agreement with the Benton Conservation District. The Benton Conservation District has and continues to organize, facilitate, and provide leadership to the implementation of the VSP Work Plan that provides protection for critical areas while maintaining the viability of agriculture.

Fiscal Impact

The amount of the attached Interagency Agreement with the Benton Conservation District is not to exceed $240,000.00 and is being funded by a pass-through grant from the Washington State Conservation Commission.

Recommendation

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: Interagency Agreement between Benton County and the Benton Conservation District for Voluntary Stewardship Program (VSP) Work Plan continued implementation as required for the Voluntary Stewardship Program

WHEREAS, the Washington State Legislature passed the Voluntary Stewardship Program in 2011 (RCW 36.70A.700), and in each biennium has provided funding; and,

WHEREAS, the Washington State Conservation Commission has authority and responsibility for the administration of the Voluntary Stewardship Program at the State level; and,

WHEREAS, on January 10 ,2012 Benton County adopted Resolution 2012-038, formally authorizing the County's participation in VSP. In 2015 through 2023, the State has provided adequate funding for the Program, which allowed Benton County to initiate the development and completion of a VSP Work Plan which was completed in 2018; and,

WHEREAS, to continue implementation Benton County entered into an Interagency Agreement with the Benton Conservation District to finalize the Work Plan and begin implementation of said Work Plan. The Benton Conservation District continued to organize, facilitate, and provide leadership, to the implementation of the work plan for Benton County funded by a grant from the Washington State Conservation Commission for the 2021-2023 biennium; and,

WHEREAS, the Washington State Conservation Commission has allocated grant funding for the 2023-25 biennium for Benton County in the amount of $240,000 to assist the County in Work Plan implementation as required for the Voluntary Stewardship Program; and,

WHEREAS, Benton County has determined that an Interagency Agreement is needed to continue to implement the VSP Work Plan; and

WHEREAS, the Planning Department recommends that Benton County enter into an Interagency Agreement with the Benton Conservation District for assistance in the Voluntary Stewardship Program Work Plan continued implementation; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners does hereby concur with the attached Interagency Agreement between Benton County and the Benton Conservation District to assist the County in the implementation for the Voluntary Stewardship Program as described in the statement of work for an amount not to exceed $240,000 and authorize the Chairman of the Board to sign said contract; and,

BE IT FURTHER RESOLVED that the term of this Interagency Agreement shall begin July 1, 2023, and shall expire on June 30, 2025.

Dated this _____ day of_____ 2023.

_____
Chairman of the Board

_____
Commissioner

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

Attest.....
Clerk of the Board

GW/djh

Copy to PA, PLN, Benton Conservation District

INTERAGENCY AGREEMENT

BETWEEN

THE BENTON CONSERVATION DISTRICT

AND

BENTON COUNTY

This Agreement is made and entered into by and between the BENTON CONSERVATION DISTRICT, hereinafter referred to as "DISTRICT" and BENTON COUNTY, hereinafter referred to as "COUNTY" and is issued pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

PURPOSE
It is the purpose of this Agreement to enter into an agreement for the COUNTY to meet the requirements for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes.

The County on January 10, 2012 elected to participate in the Voluntary Stewardship Program (VSP) (Resolution 2012-038) and identified those areas within Benton County for participation in VSP.

On January 12, 2016 Benton County entered into the Voluntary Stewardship Program Agreement by signing a contract agreement with the State of Washington Conservation Commission to development a work plan as required for implementation of the Voluntary Stewardship Program.

On May 3, 2016, Benton County entered into Personal Services Contract with Berk Consulting to complete the VSP Work Plan which ended on June 2017.

On October 3, 2017 Benton County entered into an Interagency Agreement with the Benton Conservation District to finalize the Work Plan and begin implementation of said Work Plan which ended on June 30, 2019.

The VSP Work Plan was completed on April 13, 2018 and Implementation of the Work Plan was begun. A 2-year biennial status report was prepared by Berk Consulting on behalf of the Benton Conservation District (BCD) and authorized by the Work Group on June 20, 2019. This status report was due to the State by August 30, 2019.

In 2019, the Benton Conservation District and Benton County entered in an Interagency Agreement, which expired on June 30, 2021. During that contractual period Benton County was required to submit a VSP 5 Year Report, which included the Adaptive Management Plan. This Report was developed and submitted to the State by the Benton Conservation District in January of 2021 and was approved by the State Conservation Commission on June 8, 2021.

In 2021, the Benton Conservation District and Benton County entered in an Interagency Agreement, which expires on June 30, 2023. During that contractual period,

implementation of the VSP work plan continued and 2-year reporting requirements were satisfied.

The Benton Conservation District has and continues to organize, facilitate, and provide leadership to the implementation of the work plan for Benton County. A VSP Work Group has developed strategies to adaptively manage enhancement goals in each of the five identified critical areas in Benton County. Goals and associated benchmarks that were developed to address specific resource concerns related to the critical areas in each of the identified five critical areas in Benton County.

Benton County and the Benton Conservation District desire to enter into a new Interagency Agreement, Contract No. K2407, which will be effective from July 1, 2023 to June 30, 2025.

Ongoing activities by BCD include conservation practices and voluntary enhancement with willing landowners and VSP Participation events. Annually BCD will evaluate the Tracking Tool statistical output to describe conservation practices and voluntary enhancement project entered during the prior year and will prepare an annual report describing VSP implementation based on the technical assistance agreement with willing landowners.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS
Terms used throughout this contract are defined below:
"Agreement" shall mean the Contract No. K2407 between the Washington State Conservation Commission ("WSCC") and the COUNTY.

"Agent" shall mean any entity to which the County has subcontracted with as allowed in the agreement.

"COUNTY" shall mean BENTON COUNTY, any division, section, office, unit or other entity of the COUNTY, or any of the officers or other officials lawfully representing the COUNTY.

"DISTRICT" shall mean the BENTON CONSERVATION DISTRICT and shall include all employees of the DISTRICT.

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

"WSCC" shall mean the Washington State Conservation Commission.

INTENT
The COUNTY will provide funding as set forth herein and consistent with the terms of the Agreement, the policies of the COUNTY, and the laws of the state of Washington; and the DISTRICT will implement the terms of the Agreement with the funding provided consistent with the policies of the DISTRICT and the laws of the State of Washington.

STATEMENT OF WORK
The DISTRICT shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and otherwise do all things necessary

for or incidental to the performance of the work set forth herein and set forth in Attachment "A" which is incorporated herein. The DISTRICT shall report in writing any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

PERIOD OF PERFORMANCE

It is the intent of the parties that the period of performance will be consistent with the timelines set forth in RCW 36.70A.720-760, subject to available funding. Subject to its other provisions, this Agreement between the COUNTY and the DISTRICT shall commence on July 1, 2023, and be completed by June 30, 2025, unless either extended by agreement of the parties or terminated sooner, as provided herein. It is anticipated that sufficient funding will be provided until June 30, 2025, to complete the work items referred to within RCW 36.70A.720-735 and in the Agreement. If such funding is not provided, the parties agree that the DISTRICT shall be under no additional obligations under this Agreement, and any funds that have been provided up to that point shall not be returned to the State.

PAYMENT

Compensation for the work the DISTRICT is obligated to perform hereunder has been established under the terms of chapter 39.34.130 RCW. The cost of accomplishing the work required herein will not exceed $240,000.

Payment shall be made on a reimbursable basis. Eligible costs incurred by the DISTRICT will be recovered through submission of an invoice to the COUNTY. No payments in advance of or in anticipation of goods or services to be provided hereunder shall be made by the COUNTY.

BILLING PROCEDURES

The DISTRICT shall submit vouchers to the COUNTY on a monthly basis. Invoices shall be submitted to Michelle Cooke, Planning Manager, Benton County Community Development Department, Planning Division, P.O. Box 910, Prosser, WA 99350. An invoice shall be submitted regardless of whether work has been performed on the project. If no work is performed in a month, a "No Activity" invoice shall be submitted. Quarterly billings are not allowed and will not be accepted. A time summary for staff costs, including compensation or billing rates, shall be attached. Individual time records will be kept available at the DISTRICT for review. A copy of any contractor invoices, or other receipts will be attached to the billing.

BILLING DETAIL

The DISTRICT shall use the A-19 form that the WSCC will provide to the DISTRICT for all billings hereunder. The A-19, along with the WSCC standard Summary and Detail voucher pages will need to be submitted along with backup for all the charges requested for reimbursement.

ELIGIBLE COSTS

The following are the costs that may be billed to the COUNTY hereunder:

- Salaries and benefits of DISTRICT employees for time spent performing work under this Agreement
- Overhead of the DISTRICT up to an amount not to exceed 20% of the DISTRICT'S salaries and benefits recovered hereunder
- The DISTRICT'S travel expenses in performing services hereunder as allowed by State law
- Meeting rooms and light refreshments for working meetings

- Meeting rooms and light refreshments for working meetings
    - Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees is also required.
- The DISTRICT'S payments, if any, to consultants to prepare reports, studies and/or research. Consultant services shall conform to ordinary billing rates and overhead multipliers for the type and location of the services
- Copy and printing costs (for reports, studies, etc. necessary to complete work required by this Agreement)
- Equipment purchases will be considered on a case-by-case basis. These costs need to be directly related to the activities of the watershed work group. The purchase will need to be approved in writing by the WSCC prior to the costs being incurred, or the costs will not be reimbursed. Equipment includes, but is not limited to: computers, data base software, and GIS software.

FORM OF PAYMENT

Payments to the DISTRICT for approved and completed work will be made by the COUNTY within 14 days of receipt of funds from the WSCC under the Agreement. Payment will be made to the Benton Conservation District at 418 N. Kellogg St., Suite B, Kennewick, WA 99336. Request for final payment for compensation must be submitted no later than July 7, 2025. Failure to comply with this deadline may result in denial of payment of such invoice.

REPORTING REQUIREMENTS

Reports are due quarterly to WSCC as required as set forth below.

July 2023-June 2024:

- Period of July 1 – September 30, 2023– Due October 10, 2023
- Period of October 1 – December 31, 2023 – Due January 10, 2024
- Period of January 1 – March 31, 2024 – Due April 10, 2024
- Period of April 1 – June 30, 2024 – Due July 10, 2024

July 2024 - June 2025:

- Period of July 1 – September 30, 2024 – Due October 10, 2024
- Period of October 1 – December 31, 2024 – Due January 10, 2025
- Period of January 1 – March 31, 2025 – Due April 10, 2025
- Period of April 1 – June 30, 2025– Due July 10, 2025

Reports are to be submitted online using the online form system of the WSCC.
NOTE: The DISTRICT will complete quarterly reporting on behalf of the COUNTY.

DUPLICATION OF BILLED COSTS

The DISTRICT shall not bill the COUNTY for services performed under this Agreement, and the COUNTY shall not pay the DISTRICT, if the DISTRICT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work hereunder, the COUNTY may:

A. Terminate this Agreement with thirty (30) days advance notice. If this Agreement is 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.
B. Renegotiate the terms of this Agreement to be consistent with those new funding limitations and conditions,
C. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
D. Pursue such other alternative as the parties mutually agree to writing.

FUNDING AVAILABLE
Funding provided by legislative appropriation for the work herein will not exceed $240,000. Payment for satisfactory performance of the work accomplished under this Agreement shall not exceed this amount.

DISALLOWED COSTS
The DISTRICT is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors (such as consultants) and shall repay to the COUNTY funds received by the DISTRICT for disallowed costs. If the DISTRICT expends more than the amount of the COUNTY funding required under this Agreement in anticipation of receiving additional funds from the COUNTY, it does so at its own risk. The COUNTY is not legally obligated to reimburse the DISTRICT for costs incurred in excess of those allowed under this Agreement.

INSUFFICIENT FUNDS
The obligation of the COUNTY to fund this Agreement is contingent on the availability of state and federal funds through legislative appropriation and state allotment and payment to the COUNTY under the Agreement. This Agreement crosses over state fiscal years, so the obligations of the DISTRICT and the COUNTY are contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this Agreement by either party.

ASSIGNMENT
The DISTRICT may not assign or delegate work to be completed under this Agreement. The DISTRICT may subcontract any portion or portion(s) of the work it as it deems necessary to complete the work. Any such subcontractor shall comply with the requirements of this Agreement. Despite any subcontract, the DISTRICT shall remain liable for any claim arising thereunder, and the DISTRICT shall remain responsible for compliance with this Agreement and RCW 36.70A.700-760, and with all applicable Federal, State and local laws, orders, regulations and permits.

AGREEMENT MANAGEMENT
Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement Manager for the DISTRICT is:

NAME: Mark Nielson
TITLE: District Manager
MAIL ADDRESS: 418 N. Kellogg St., Suite B
CITY, STATE, ZIP: Kennewick, WA 99336

PHONE: (509) 736-6000
EMAIL: mark-nielson@franklincd.org

The Agreement Manager for the COUNTY is:

NAME: Michelle Cooke
TITLE: Planning Manager
MAIL ADDRESS: P.O. Box 910
CITY, STATE, ZIP: Prosser, WA 99350
PHONE: 509-786-5612
EMAIL:michelle.cooke@co.benton.wa.us

The COUNTY Billing Contact:
NAME: Donna Hutchinson
TITLE: Office Assistant IV
AGENCY: Benton County Community Development Dept.
MAIL ADDRESS: P.O. Box 910
CITY, STATE, ZIP: Prosser WA 99350
PHONE: 509-786-5612
EMAIL: donna.hutchinson@co.benton.wa.us

TERMINATION
The DISTRICT may terminate this Agreement upon thirty (30) days' prior written notification to the COUNTY. If this Agreement is terminated by the DISTRICT, the DISTRICT shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

The COUNTY may terminate this Agreement upon thirty (30) days' prior written notification to the DISTRICT for cause, or for failure to complete the requirements of the Scope of Work or Deliverables in a reasonable time frame. If this Agreement is terminated by the COUNTY, the DISTRICT shall be reimbursed only for costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

AMENDMENT
This Agreement 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.

ASSURANCES
The parties agree that all activity pursuant to this Agreement shall be in accordance with the Agreement and all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

DISPUTES
Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be decided in the following manner: By the COUNTY'S Agreement Manager or other designated official who shall provide a written statement of decision to the DISTRICT. The decision of the Agreement Manager or other designated official shall be final and conclusive unless, within thirty days from the date the DISTRICT receives such statement, the DISTRICT mails or otherwise furnishes to the COUNTY a written appeal. An appeal of the COUNTY'S

Agreement Manager's decision shall be addressed by the Benton County Board of Commissioners. The DISTRICT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the COUNTY for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05. Pending final decision of dispute hereunder, the DISTRICT shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. The DISTRICT and any subcontractor shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this Agreement shall be in the Superior Court for Benton County. Except as otherwise provided in this Agreement, in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

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

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

CONTRACTING FOR SERVICES

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process, if required by State law. The DISTRICT shall retain copies of all bids received and contracts awarded, for inspection and use by the COUNTY. Retention of copies shall be consistent with time periods established herein.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

INELIGIBILITY

The COUNTY and the DISTRICT certify that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

INDEPENDENT RELATIONSHIP

The DISTRICT and DISTRICT'S Agent(s) performing under this Agreement are not employees or agents of the COUNTY. The DISTRICT shall not hold itself out as nor claim to be an officer or employee of the COUNTY, nor will the DISTRICT make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the DISTRICT.

KICKBACKS
The DISTRICT and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee or gift in return for award of a subcontract hereunder.

INTELLECTUAL PROPERTY
Copyrights and Patents. Should the DISTRICT or DISTRICT'S Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this Agreement, the DISTRICT may copyright or patent the same but shall grant the COUNTY 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.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the DISTRICT as provided in 35 U.S.C. 200-212.

Publications. When the DISTRICT, DISTRICT'S Agent(s), or persons employed by the DISTRICT use or publish information of the COUNTY; present papers, lectures, or seminars involving information supplied by the COUNTY; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COUNTY.

PROPERTY MANAGEMENT
The COUNTY'S Property and Records Management Policy, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COUNTY in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

RECORDS MAINTENANCE
The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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 if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights

under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

BREACH

The DISTRICT shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY and/or the State of Washington because of any breach of contract by the DISTRICT. The COUNTY may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the DISTRICT is determined.

In the event the DISTRICT fails to commence work on the project funded herein within the timelines established under chapter 36.70A RCW, the COUNTY shall be subject to the requirements of RCW 36.70A.735.

ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement and the attached Attachment A contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

EFFECTIVE DATE

The effective date of this Agreement shall be the last date of signature.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONSERVATION DISTRICT	BENTON COUNTY BOARD OF COMMISIONERS
Signature	Signature
Chairman BCD 7/12/23	
Title Date	Title Date

Approved as to form:

Benton County Prosecuting Attorney

Signature Date 6/28/23

Voluntary Stewardship Program
Interlocal Agreement
DISTRICT and COUNTY Agreement

Attachment A
SCOPE OF WORK

The DISTRICT is contracting with the COUNTY to assist the COUNTY in the performance of the COUNTY'S obligations under the COUNTY'S agreement with the WSCC, contract no. K2407, to implement the COUNTY'S VSP work plan.

The scope of work to be performed by the DISTRICT, or its contractors, under this Agreement is:

1) Maintain a watershed work group, which shall include providing necessary staff support and facilitation for the watershed group. Assist the watershed group in the implementation of the approved VSP work plan, including:

   A. Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.

   B. Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, the County, local stakeholders, and participating state and federal agencies and personnel.

   C. Maintain watershed group meeting bylaws and/or rules as necessary.

   D. Provide facilitation for watershed group meetings or other actions of the watershed group.

2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation includes:

   A. Identifying critical areas and agricultural activities within those critical areas.

   B. Implement a public outreach plan to contact landowners.

   C. Review and incorporate applicable water quality, watershed management, farmland protection, and required species recovery data and plans.

   D. Seek input from tribes, agencies and stakeholders.

   E. Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan.

   F. Ensure outreach and technical assistance is provided to producers and operators in the various watersheds of the county.

G. Continue monitoring for (i) participation and implementation of voluntary stewardship plans and projects, (ii) stewardship activities, and (iii) the effects on critical areas and agriculture relevant to protection and enhancement benchmarks.

H. Conduct periodic evaluations, adaptive management, and provide written reports of plan status and/or accomplishments to the WSCC.

I. Coordinate monitoring programs with other state agency activities.

J. Meet any other requirement for the successful implementation of VSP in RCW 36.70A.720.

3) District Implemented Projects Program. If the COUNTY chooses to offer a District Implemented Projects program, then

A. The DISTRICT will abide by the WSCC's Grant and Contract Procedure Manual.

B. The DISTRICT staff will receive all necessary training from WSCC staff.

C. The DISTRICT shall document the use of funds for the program in the Conservation Practice Database System under RCW 36.70A.720.

D. The DISTRICT will execute a landowner agreement with any participating landowner.

Deliverables:

1) Maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.

2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.

A. Two-year reports. No later than August 30, 2023, provide the first written biennial report to the WSCC. The biennial report must provide the status of plans and accomplishments of the work plan to WSCC. The biennial report should include a summary of how plan implementation is affecting each of the following:

1) The protection and enhancement of critical areas within the area where agricultural activities are conducted.

2) The maintenance and improvement of the long-term viability of agriculture.

3) Reducing the conversion of farmland to other uses.

4) The maximization of the use of voluntary incentive programs to encourage good riparian and ecosystem stewardship as an alternative to historic approaches used to protect critical areas.

5) The leveraging of existing resources by relying upon existing work and plans in counties and local watersheds, as well as existing state and federal programs to the maximum extent practicable to achieve program goals.

6) Ongoing efforts to encourage and foster a spirit of cooperation and partnership among county, tribal, environmental, and agricultural interests to better assure the program success.

7) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and,

8) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas and does not require the cessation of agricultural activities.

B. Completion and submittal of a monitoring plan no later than July 2, 2024.

C. Provide timely quarterly status reports to the VSP Program Manager in accordance with the Reporting Requirements section of this Agreement.

D. Ensure that the WSCC has the most recent version of the County's VSP work plan by providing to the WSCC's Project Officer, identified in APPENDIX D – RESPONSIBLE INDIVIDUALS of Contract K2407 between the WSCC and Benton County, the most current version of the County's VSP work plan, which includes all attachments and/or appendices. This can be accomplished by sending the WSCC an electronic link which the WSCC can use to download the plan.

E. Provide to the WSCC's VSP Contract Manager, no later than 120 days from the date this Agreement is signed, an implementation budget designed to ensure all requirements related to VSP implementation are accounted for during the performance of this agreement, and to ensure that the two year and future five-year reporting requirements will be met.

2023-25 Biennium Voluntary Stewardship Program

DISTRICT and COUNTY Agreement

Attachment B
BUDGET

	FY 2023	FY2024	Total
Task 1: Program Administration, i.e., *Work Group Facilitation* *Bookkeeping* *Mandatory Training & Meetings* *Travel*	$23,000	$23,000	$46,000
Task 2: Program Participation, i.e., *Outreach & Education* *Technical Assistance* *Project Coordination* *Travel* *Printing Etc.*	$40,000	$40,000	$80,000
Task 3: Cost-share Projects, i.e., *Materials* *Equipment* *Labor*	$15,000	$15,000	$30,000
Task 4: Monitoring & Reporting i.e., *Equipment & Maintenance* *Relevant Training* *Monitoring Plan Implementation* *Reporting* *Travel*	$42,000	$42,000	$84,000
TOTAL			$240,000

2023-25 Biennium Contract No. K2407

BETWEEN

The Washington State Conservation Commission

AND

Benton County

FOR

Voluntary Stewardship Program Implementation

THIS AGREEMENT is made and entered into by and between the Washington State Conservation Commission, hereinafter referred to as "COMMISSION" and Benton County, hereinafter referred to as "COUNTY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding to the COUNTY for the implementation of the work plan as required for the Voluntary Stewardship Program (VSP), consistent with RCW 36.70A.700-760 and related statutes.

THEREFORE, IT IS MUTUALLY AGREED THAT the COMMISSION will provide funding consistent with the terms of this contract, the policies of the COMMISSION, and the laws of the State of Washington; and the COUNTY will implement the terms of this contract with the funding provided consistent with the policies of the COMMISSION and the laws of the State of Washington.

1.0 PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this agreement shall be from July 1, 2023, through June 30, 2025, unless either extended by agreement of the parties or terminated sooner, as provided herein.

2.0 SCOPE OF WORK

It is the intent of the parties that the COUNTY will perform its duties consistent with the timelines set forth in RCW 36.70A.720-735, subject to available funding, and subject to state contracting requirements. The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and

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otherwise do all things necessary for or incidental to the performance of the work set forth herein.

The COUNTY shall report in writing within 30 days any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

The COUNTY shall complete the work listed in APPENDIX B – SCOPE OF WORK, herein.

3.0 FUNDING AVAILABILITY AND COSTS

The parties expect legislative appropriation for this work shall not exceed $240,000. Payment for satisfactory performance of the work accomplished under this agreement shall not exceed this amount. The COMMISSION'S ability to make payments is contingent on availability of funding. In the event funding from the state is withdrawn, reduced, limited or otherwise determined by the COMMISSION to be inadequate in any way after the effective date and prior to completion or expiration date of this agreement, the COMMISSION, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The COMMISSION may also elect to suspend performance of the agreement until the COMMISSION determines the funding insufficiency is resolved. Should the COMMISSION determine funding needs to be reduced, the COMMISSION will provide 30-days' notice of an intent to reduce the amount of funding available under this agreement.

3.1 Eligible Costs

The COMMISSION will pay the following costs, but only upon full COUNTY compliance with APPENDIX C – BILLING PROCEDURE:

- Salaries and benefits, 25% indirect of salaries and benefits is allowed on COUNTY personnel or any district subcontractor personnel designated by the COUNTY to qualify for indirect costs.
- Travel, including mileage and per diem for program staff, consistent with state law and the Commission's VSP General Billing FAQ. Travel and expenses paid directly to work group member participants is not allowed.
- Meeting rooms and light refreshments for working meetings. If light refreshments will be provided for meetings a *Meeting Expense Authorization* form needs to be approved prior to the purchase of the refreshments and approved by an authorized signatory. Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees and an agenda are also required to be eligible for reimbursement.
- Facilitation, reports, studies, research and document preparation, which may be accomplished through either staff efforts or qualified contractors. Contractor services

shall conform to ordinary billing rates and overhead multipliers for the type and location of the services within the COUNTY.

- Copy and printing costs.
- Equipment. The COUNTY agrees and understands that pre-approval by the COMMISSION is required for equipment purchases over $2,000. All equipment should be directly related to the activities of the watershed group and the implementation of the VSP. Equipment may include, but is not limited to, computers, data base software, and GIS software.

3.2 Cost-Share Programs

The COUNTY may choose to offer a cost-share program to achieve the goals and objectives of the county work plan and RCW Chapter 36.70A. If the COUNTY so chooses to offer a cost-share program to VSP participants using funds provided under this contract, the COUNTY hereby agrees that COMMISSION cost-share policies and procedures as outlined in the Grant and Contract Procedure Manual will be abided by, regardless of who is administering the cost-share program (the COUNTY or some other entity on behalf of the COUNTY). Further, the COUNTY must be in compliance with APPENDIX C -- BILLING PROCEDURE and must also:

- Consult with COMMISSION STAFF identified in APPENDIX C -- BILLING PROCEDURE, prior to using VSP funds for a cost-share program,
- Provide written documentation that the county work group has approved the cost share program and approved the COUNTY cost share reimbursement rate
- Receive training regarding COMMISSION cost-share policies and procedures, from COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program, unless COUNTY staff or the entity or entities administering such a cost-share program have already received such training from the COMMISSION, and
- VSP cost-share projects that are funded using any amount of COMMISSION VSP funds shall be documented in the Conservation Practice Database System (CPDS) under RCW 36.70A.720 (2) (b) (i) and (c) (i).
- Any cost-share project using any amount of COMMISSION VSP funds shall only use the cost-share contract provided in CPDS.

3.3 District Implemented Projects

The COUNTY may choose to offer a District Implemented Projects (DIP) program to achieve the goals and objectives of the county work plan. If the COUNTY so chooses to offer a DIP program using funds provided under this contract, the COUNTY hereby agrees that COMMISSION DIP policies and procedures as outlined in the Grant and Contract Procedure Manual will be abided by, regardless of who is administering the DIP program (the COUNTY or some other entity on behalf of the COUNTY). Further, the COUNTY must be in compliance with APPENDIX C -- BILLING PROCEDURE and must also:

- Consult with COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a DIP program,

- Provide written documentation that the county work group has approved the DIP program,
- Receive training regarding COMMISSION DIP policies and procedures, from COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a DIP program, unless COUNTY staff or the entity or entities administering a DIP program have already received such training from the COMMISSION,
- VSP DIP projects that are funded using any amount of COMMISSION VSP funds shall be documented in the Conservation Practice Database System (CPDS) under RCW 36.70A.720 (2) (b) (i) and (c) (i), and
- Execute a Landowner Agreement with any DIP participating landowner.

3.4 Disallowed Costs

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the COUNTY expends more than the amount of the COMMISSION funding in this agreement in anticipation of receiving additional funds from the COMMISSION, it does so at its own risk. The COMMISSION is not legally obligated to reimburse the COUNTY for costs incurred in excess of this agreement.

3.5 Insufficient Funds

The obligation of the COMMISSION to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COMMISSION is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract and for the Executive Director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735 (d).

3.6 Method of Compensation

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs incurred by the COUNTY will be considered to have been paid by the COUNTY under this contract at the time the COUNTY seeks reimbursement from the COMMISSION. No payments in advance of or in anticipation of goods or services to be provided under this agreement shall be made by the COMMISSION. The COUNTY must fully comply with APPENDIX C- BILLING PROCEDURE to be eligible for reimbursement.

4.0 ASSIGNMENT

The COUNTY may not assign this contract. The COUNTY may, however, delegate the work to be completed under this agreement to an Agent. Any such Agent shall comply with the requirements of this agreement. Within any such delegation the COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. COUNTY retains the right to subcontract any portion or portions of the work as it deems necessary to complete the work. If COUNTY chooses to delegate tasks to a lead entity for VSP, a copy of the subcontract must be sent to the Commission's VSP Contract Manager identified in APPENDIX C – BILLING PROCEDURE as soon as the subcontract has been signed by both parties.

5.0 CONTRACT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Those individuals will be set out in APPENDIX D – RESPONSIBLE INDIVIDUALS herein incorporated by reference. If for any reason the individuals identified in Appendix D change, the parties agree to immediately identify and notify each other of another in writing of the new responsible individual for this agreement.

6.0 TERMINATION

The COUNTY may terminate this agreement upon 30-days' prior written notification to the COMMISSION. If this agreement is terminated by the COUNTY, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the COMMISSION, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If the COUNTY terminates this agreement prior to the work plan's approval, or prior to when the work plan's goals and benchmarks are met, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COMMISSION may terminate this agreement upon 30-days' prior written notification to the COUNTY for cause, or for any reason or combination of reasons listed below, each of which constitute a breach of this contract in accordance with Section 7.0 BREACH:

6.1 Failure to complete the requirements of Section 2.0 SCOPE OF WORK and/or APPENDIX B - SCOPE OF WORK in a reasonable time frame, or for the reasons listed in 3.0 FUNDING AVAILABILITY above.

6.2 The failure to provide timely quarterly status reports are grounds for the termination of this agreement, at the sole determination of the COMMISSION.

6.3 The failure to abide by the conditions set out in Section 3.2 above, related to the administration of a cost-share program are grounds for the termination of this agreement, at the sole determination of the COMMISSION.

6.4 The failure of the COUNTY to fully comply with the provisions in APPENDIX C – BILLING PROCEDURE shall be grounds for termination of this agreement.

6.5 The failure of the COUNTY to submit monthly invoices for reimbursement to the COMMISSION's VSP Contract Manager, in accordance with APPENDIX C – BILLING PROCEDURE, shall be grounds for termination of this agreement.

6.6 The failure of the COUNTY to identify and keep current the responsible individual as identified in APPENDIX D – RESPONSIBLE INDIVIDUALS, shall be grounds for termination of this agreement.

The COUNTY or the COMMISSION may terminate this agreement upon 60-days' prior written notification for convenience, without any showing of cause.

7.0 BREACH

The COUNTY shall not be relieved of any liability to the COMMISSION for damages sustained by the COMMISSION and/or the State of Washington because of any breach of contract by the COUNTY. The COMMISSION may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COMMISSION from the COUNTY is determined. In the event the COUNTY fails to commence work on the project funded herein within the timelines established under RCW Chapter 36.70A., the COUNTY shall be subject to the requirements of RCW 36.70A.735.

8.0 ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement and the attached APPENDICES (APPENDIX A-D) contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

9.0 EFFECTIVE DATE

The effective date of this agreement shall be July 1, 2023. This date shall be the "receipt of funds" date for purposes of RCW 36.70A.703 (9) and RCW 36.70A.725 (5) and (6).

10.0 ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations.
- Mutually agreed written amendments to this Contract.
- Appendix B – Scope of Work
- This Contract.
- Appendix A – General Terms and Conditions
- Appendix C – Billing Procedure
- Appendix D – Responsible Individuals
- Any other provision, term or material incorporated by reference or otherwise incorporated.

11.0 APPROVAL

This contract shall be subject to the written approval of representatives of both parties and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

The signatories to this contract represent that they have the authority to execute this contract.

12.0 ELECTRONIC SIGNATURE

Parties agree that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. A signed copy of this Contract or any other Addenda transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other Addenda for all purposes.

The use and acceptance of e-signatures and electronic submissions or records must be consistent with Commission Policy 22-01 and guidance and requirements put in place by Washington State's Office of the Chief Information Officer (OCIO). The approved technology to be used for electronic signatures is Adobe Sign.

Electronically signed documents are subject to Records Retention and Maintenance requirements outlined in Section XII. RECORDS MAINTENANCE of this contract.

WASHINGTON STATE CONSERVATION COMMISSION

Signature

Kirk Robinson
Interim Executive Director

7/21/23
Date

Benton County

Signature

Chairman of Board
Name and Title

7/18/23
Date

APPROVED AS TO FORM BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE ON APRIL 27, 2023

2023-25 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX A – GENERAL TERMS AND CONDITIONS

I. DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the contract agreement to which these terms and conditions are affixed.

"Agent" shall mean any entity to which the COUNTY has assigned responsibilities as allowed in the agreement.

"Best management practice (BMP)" is a technique designed to protect the air, water, soil, animals, plants, and humans. BMPs must meet NRCS standards, or alternative practice designs approved by a licensed professional engineer. NRCS Practice Standards and Specifications are contained in the USDA NRCS Field Office Technical Guide (FOTG). SCC also maintains a list of approved practices eligible for cost share for special programs.

"COMMISSION" shall mean the Washington State Conservation Commission, any division, section, office, including the Office of Farmland Preservation, unit or other entity of the COMMISSION, or any of the officers or other officials lawfully representing the COMMISSION.

"Cost-share" is funding used to reimburse landowners for a percentage of the costs associated with the implementation of Best Management Practice(s) BMP(s). Examples of costs include, but are not limited to labor, materials, and permits.

"COUNTY" shall mean the County receiving the funds as identified in the agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the COUNTY.

"Current fiscal year" shall mean July 1, 2023, through June 30, 2025.

"Five-year report" shall mean written report, provided not later than five years after the receipt of funding for a participating watershed and every five years thereafter, to the Executive Director of the COMMISSION and to the COUNTY on whether the COUNTY has met the COUNTY work plan's protection and enhancement goals and benchmarks, as described in RCW 36.70A.720 (2) (b) (i) and (c) (i).

"Implement" and "implementation" shall mean to execute any requirements of RCW 36.70A.700-760 and associated statutes.

"Project Officer" shall mean the specific employee of the COMMISSION that is assigned as the primary contact for purposes of the fulfillment of this agreement.

"Two-year report" shall mean the written report of the status of plans and accomplishments that shall be provided to the COUNTY and to the COMMISSION within sixty days after the end of each biennium, as described in RCW 36.70A.720 (1) (j).

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

"Watershed group" means an entity designated by a county under the provisions of RCW 36.70A.715.

"Work group participants" means those volunteer members of the county VSP work group designated by the COUNTY who are working to implement the work plan and fulfill ancillary VSP statutory requirements.

"Work plan" means a watershed work plan developed under the provisions of RCW 36.70A.720.

II. DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner:

By the Commission's Project Officer or other designated official who shall provide a written statement of decision to the COUNTY. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date the COMMISSION receives such statement, the COUNTY mails or otherwise furnishes to the Executive Director of the COMMISSION a written appeal.

An appeal of the Project Officer's decision shall be addressed by the COMMISSION's Executive Director. The COUNTY shall have the opportunity to meet with the Executive Director to be heard either in person or by phone and to provide documents in support of their appeal. The decision of the COMMISSION's Executive Director for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05.

Pending final decision of dispute hereunder, the COUNTY shall proceed diligently with the performance of this contract and in accordance with the decision rendered.

III. GOVERNANCE

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. The COUNTY and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this agreement shall be in the Superior Court for Thurston County. Except as otherwise provided in this agreement, in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

IV. CONTRACTING FOR SERVICES

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process in compliance with State law, policies, and orders, and the Commission Grant and Contract Procedure Manual. The COUNTY shall retain copies of all bids received and contracts awarded, for inspection and use by the COMMISSION. Retention of copies shall be consistent with time periods established herein.

V. INDEMNIFICATION

The COMMISSION shall in no way be held responsible for payment of salaries, consultant fees, and other costs related to the project described herein, except as provided in the scope of work through the reimbursement procedures described in this agreement.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims arising out of or resulting from the performance of the contract. The COUNTY'S obligation to indemnify, defend, and hold harmless includes any claim by the COUNTY'S agents, employees, representatives, or any subcontractor or a subcontractor's employees.

The COUNTY expressly agrees to indemnify, defend, and hold harmless the State of Washington and the COMMISSION for any claim arising out of or incident to the COUNTY's or any subcontractor's performance or failure to perform the contract. The COUNTY's obligation to indemnify, defend, and hold harmless the State of Washington and the COMMISSION shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officials.

The COUNTY waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

The COMMISSION shall be responsible for any liability arising from its own actions. However, any liability by the COMMISSION shall not mitigate the COUNTY's duty to indemnify the COMMISSION for all claims arising out of its performance of the contract.

VI. RECOVERY OF PAYMENTS

In the event the COUNTY fails, through the failure to exercise reasonable diligence unrelated to the State's failure to fully fund the stewardship process, to perform obligations required of it by this contract, the COUNTY may be required to repay to the COMMISSION any funds that were spent by the county without exercising reasonable diligence or a portion of funds disbursed to the COUNTY for those parts of the project that are rendered worthless by such failure to exercise reasonable diligence.

In the event that the COUNTY fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the COMMISSION reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such rights of recapture shall exist for a period of two years following contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event that the COMMISSION elects to institute legal proceedings to enforce the recapture provision, the prevailing party in any litigation for "recapture" shall be entitled to reasonable attorney fees.

VII. INELIGIBILITY

The COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or state agency.

VIII. INDEPENDENT RELATIONSHIP

The COUNTY or COUNTY's Agent(s) performing under this contract are not employees or agents of the COMMISSION. The COUNTY shall not hold themselves out as nor claim to be an officer or employee of the COMMISSION or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the COUNTY.

IX. KICKBACKS

The COUNTY and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

X. INTELLECTUAL PROPERTY

Copyrights and Patents. Should the COUNTY or COUNTY's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this agreement, the COUNTY may copyright or patent the same but shall grant the COMMISSION 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. Where federal funding is involved, the

federal government may have a proprietary interest in patent rights to any inventions developed by the COUNTY as provided in 35 U.S.C. §§ 200–212.

Publications. When the COUNTY, COUNTY's Agent(s), or persons employed by the COUNTY use or publish information of the COMMISSION; present papers, lectures, or seminars involving information supplied by the COMMISSION; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COMMISSION.

XI. PROPERTY MANAGEMENT

The COMMISSION'S Property and Records Management Policy, contained in the Commission's Grants and Contracts Manual, hereby incorporated by reference, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COMMISSION in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the scope of work.

XII. RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other information which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be kept in accordance with the provisions contained on the Secretary of State archives, for records retention, hereby incorporated by reference, and any updates thereto. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

XIII. 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 if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

XIV. WAIVER

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

XV. ACCESSIBILITY REQUIREMENTS

COUNTY will remain current with Federal and Washington State accessibility standards and comply with *OCIO Policy 188 – Accessibility* located at https://ocio.wa.gov/policy/accessibility.

XVI. CONFLICT OF INTEREST

No officer, official, agent, or employee of either party to this contract who exercises any function or responsibility in the review, approval, or carrying out of this contract, shall participate in any decision which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested; nor shall they have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

2023-25 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX B – SCOPE OF WORK

The scope of the work to be performed by the COUNTY, or its contractors, under this agreement is the following:

1) Organize, convene, and maintain a watershed group. This includes providing necessary staff support and facilitation for the watershed group. Assist the watershed group in the implementation of the approved VSP work plan, including

   A. Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.

   B. Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, the COUNTY, local stakeholders, and participating state and federal agencies and personnel.

   C. The COUNTY will organize members of a VSP watershed group with representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture. Organization of a vetted core watershed group comprised of a broad representation of key watershed stakeholders and, at a minimum, representatives of agricultural and environmental groups and tribes that agree to participate. The COUNTY will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.

   D. The COUNTY will develop and/or maintain watershed group meeting bylaws, rules, and/or policies.

   E. The COUNTY will provide facilitation for watershed group meetings or other actions of the watershed group.

2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation includes:

   A. Identifying critical areas and agricultural activities within those critical areas.

   B. Identifying a public outreach plan to contact landowners.

C. Identifying and designating entity(ies) to provide landowner assistance (voluntary stewardship plans).

D. Identifying measurable programmatic and implementation goals and benchmarks.

E. Reviewing and incorporating applicable water quality, watershed management, farmland protection, and required species recovery data and plans.

F. Seeking input from tribes, agencies and stakeholders.

G. Developing goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan.

H. Ensuring outreach and technical assistance is provided to producers and operators in the various watersheds of the county.

I. Creating measurable benchmarks that, within ten years after receipt of funding, are designed to result in (i) the protection of critical areas functions and values and (ii) the enhancement of critical areas functions and values through voluntary, incentive-based measures.

J. Incorporating into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection of critical areas.

K. Establishing baseline monitoring for (i) participation and implementation of voluntary stewardship plans and projects, (ii) stewardship activities, and (iii) the effects on critical areas and agriculture relevant to protection and enhancement benchmarks.

L. Developing timelines for periodic evaluations, adaptive management, and provide written reports of plan status and/or accomplishments to the COMMISSION.

M. Coordinating monitoring programs with other state agency activities.

N. Meeting any other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

1) Organize, convene and maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.

2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.

A. Two-year status reports. No later than August 30, 2023, provide the written biennial report to the COMMISSION. The biennial report must provide the status of plans and accomplishments of the work plan to COMMISSION. The biennial report should include a summary of how plan implementation is affecting each of the following:

1) The protection and enhancement of critical areas within the area where agricultural activities are conducted;

2) The maintenance and improvement of the long-term viability of agriculture;

3) Reducing the conversion of farmland to other uses;

4) The maximization of the use of voluntary incentive programs to encourage good riparian and ecosystem stewardship as an alternative to historic approaches used to protect critical areas;

5) The leveraging of existing resources by relying upon existing work and plans in counties and local watersheds, as well as existing state and federal programs to the maximum extent practicable to achieve program goals;

6) Ongoing efforts to encourage and foster a spirit of cooperation and partnership among county, tribal, environmental, and agricultural interests to better assure the program success;

7) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and

8) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas and does not require the cessation of agricultural activities.

B. Five-year review and evaluation report. If a Five-year VSP report is due during this contract period, then no later than the current deadline for submittal of the report to the COMMISSION, and in conjunction with the county watershed group, facilitate, develop, assist and submit the five-year report to the director of the COMMISSION. *See* RCW 36.70A.720 (2) (b) (i) and (c) (i). When submitting the five-year review and evaluation report to the COMMISSION, as per RCW 36.70A.720 and RCW 36.70A.730, the COUNTY agrees to use the COMMISSION'S Guide and Template. The Guide is available for download on the COMMISSION's

VSP web page: (https://www.scc.wa.gov/vsp/implementation). The Template will be provided by the COMMISSION to the COUNTY.

C. At five-year intervals from the date of receipt of funding, each county watershed group must submit a report to the director of the Commission and the COUNTY on whether it has met the work plan's protection and enhancement goals and benchmarks. The five-year review and evaluation report should include a summary of how plan implementation is satisfying the flowing plan elements through VSP implementation:

1) Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan;

2) Ensure outreach and technical assistance is provided to agricultural operators in the watershed;

3) Create measurable benchmarks that, within ten years after the receipt of funding, are designed to result in (i) the protection of critical area functions and values and (ii) the enhancement of critical area functions and values through voluntary, incentive-based measures;

4) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;

5) Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection;

6) Establish baseline monitoring for: (i) Participation activities and implementation of the voluntary stewardship plans and projects; (ii) stewardship activities; and (iii) the effects on critical areas and agriculture relevant to the protection and enhancement benchmarks developed for the watershed;

7) Conduct periodic evaluations, institute adaptive management, and provide a written report of the status of plans and accomplishments to the county and to the commission within sixty days after the end of each biennium;

8) Assist state agencies in their monitoring programs; and

9) Satisfy any other reporting requirements of the program.

10) The COUNTY agrees that VSP cost-share projects funded using any amount of COMMISSION VSP funds shall be reported in the Conservation Practices Database System (CPDS).

D. Completion of a Monitoring Plan: The COUNTY agrees that not later than July 1, 2024, the COUNTY will provide to the COMMISSION a monitoring plan. . The SCC encourages the COUNTY to use the Watershed Monitoring Project Development Guide for the Voluntary Stewardship Program in Washington, Volume III to create the plan, but will not require its use in the creation of the plan. The monitoring plan shall be designed to facilitate the collection, analysis, and reporting of information for VSP.

E. Provide timely quarterly status reports to the VSP Program Manager in a form and manner prescribed by the COMMISSION and deemed reasonable by COUNTY staff. Reports are to be submitted online to the COMMISSION. Quarterly reports are here: https://www.formstack.com/forms/?2221155-U3eHq4N8zh. Quarterly reports are due quarterly for this Agreement:

July 2023 – June 2025:

Period of July 1 – September 30 – Due October 10
Period of October 1 – December 31 – Due January 10
Period of January 1 – March 31 – Due April 10
Period of April 1 – June 30 – Due July 10

F. Ensure that the COMMISSION has the most recent version of the COUNTY's VSP work plan by providing to the COMMISSION's Project Officer, identified herein in APPENDIX D – RESPONSIBLE INDIVIDUALS, the most current version of the COUNTY's VSP work plan, which includes all attachments and / or appendices. This can be accomplished by sending the COMMISSION an electronic link which the COMMISSION can use to download the plan.

G. Provide to the COMMISSION's VSP Contract Manager, no later than 120 days from the date this agreement is signed by the COUNTY, an implementation budget designed to ensure all requirements related to VSP implementation are accounted for during the performance of this agreement, and to ensure that the two year and five-year reporting requirements will be met.

2023-25 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX C – BILLING PROCEDURE

The COUNTY shall submit monthly invoices in the form and manner identified by the COMMISSION to the Commission's VSP Contract Manager:

Nicole Boyes
VSP Contract Manager
Washington State Conservation Commission
P.O. Box 47721
Olympia, WA 98504

Send invoices to: sccgrants@sccgrants.wa.gov

For billing questions, contact: nboyes@scc.wa.gov; phone: 564-669-3149

Invoices will follow procedures outlined in the most current Grant and Contract Procedure Manual. Invoices for payment shall be submitted **monthly.** An invoice shall be submitted regardless of whether work has been performed on the project, this is considered a "No Activity" Invoice. Quarterly billings are not allowed and will not be accepted. A time summary for staff costs, including compensation or billing rates, shall be attached. Staff time billing is to be based on composite rates submitted to SCC, loaded composite rates are not allowed per the Grant and Contract Procedure Manual. Individual time records will be kept available at the COUNTY for review, in accordance with the Secretary of State's document retention schedule of the Secretary of State archives. A copy of any contractor invoices, or other receipts will be attached to the billing.

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION **monthly** upon receipt of the invoice. Payment will be made to the person identified at the COUNTY in APPENDIX D – RESPONSIBLE INDIVIDUALS unless the COUNTY shall identify and provide contact information to the COMMISSION to the person listed in APPENDIX C - BILLING PROCEDURE herein.

Final Request for Payment:
The COUNTY must submit final requests for compensation during the current fiscal year no later than July 10 after the end of the current fiscal year. Failure to comply with this timeline may result in denial of any such claim.

2023-25 Biennium Voluntary Stewardship Program

COMMISSION and COUNTY Agreement

APPENDIX D – RESPONSIBLE INDIVIDUALS

The Project Officer for the COMMISSION is:

Ron Shultz
Policy Director
Washington State Conservation Commission
P.O. Box 47721
Olympia, Washington 98504
(360) 407-7507
rshultz@scc.wa.gov

The responsible individual for the COUNTY is:

NAME:
TITLE:
AGENCY:
MAIL ADDRESS:
CITY, STATE, ZIP:
PHONE:
EMAIL:

The COUNTY Billing Contact (if different than the responsible individual for the COUNTY above):

NAME:
TITLE:
AGENCY:
MAIL ADDRESS:
CITY, STATE, ZIP:
PHONE:
EMAIL:

RESOLUTION 2023 511

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING RE: Voluntary Stewardship Program (VSP), Grant Contract between the Washington State Conservation Commission and Benton County to secure grant funding necessary for Work Plan implementation as required for the Voluntary Stewardship Program.

WHEREAS, the Washington State Legislature passed the Voluntary Stewardship Program in 2011 (RCW 36.70A.700), and in each biennium has provided funding; and,

WHEREAS, the Washington State Conservation Commission has authority and responsibility for the administration of the Voluntary Stewardship Program at the State level; and,

WHEREAS, on January 10, 2012, Benton County adopted Resolution 2012-038 which formally authorized the County's participation in VSP. In each biennium, the State has provided adequate funding for the Program, which allowed Benton County to initiate the development and completion of a VSP Work Plan. The work plan was completed in 2018; and,

WHEREAS, the Washington State Conservation Commission has allocated grant funding for the 2023-2025 Biennium for Benton County in the amount of $240,000 to assist the County in Work Plan implementation as required for the Voluntary Stewardship Program; NOW THEREFORE,

BE IT RESOLVED, that upon entering into a contract with the Washington State Conservation Commission, Benton County will receive the allocated State grant funding necessary for Work Plan implementation as required for the Voluntary Stewardship Program; and,

BE IT FURTHER RESOLVED that the Board approves the 2023-2025 Biennium Contract No. K2407 with the Washington State Conservation Commission and authorizes the Chairman of the Board to sign said contract; and,

BE IT FURTHER RESOLVED, the Contract shall be fully executed upon signature of both parties and expiring on June 30, 2025.

Dated this 18 day of July 2023.

Chairman of the Board

Jerome Delvin
Approved Telephonically
Commissioner

Commissioner

Constituting the Board of County Commissioners of Benton County Washington.

Attest..... Clerk of the Board

GW/djh

Copy: PA, State Conservation Commission, PLN

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023	**Memo Date:**	August 22, 2023
Subject:	Short Plat Vacation– SPV 2023-002- Gore		
Presenter:	N/A		
Prepared By:	Liz Koerner		
Reviewed By:	Michelle Cooke		

PA Review, Approval to Form: ☐ Yes ☐ ☒ 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 July 25, 2023, the Board of County Commissioners held a public hearing and approved the vacation of a portion of the emergency vehicle turnaround located on Lot 2 of Short Plat 3720. The approval was conditioned upon the recording of a new emergency access and turnaround easement on the lot. The applicant has provided the Benton County Planning Division with a copy of the new easement recorded under Auditor's File Number 2023-017009. Therefore, the resolution is now ready for signature by the Board.

Fiscal Impact

Amount: None

Fund: None

Recommendation

It is the recommendation of the Planning Division that the Board of County Commissioners sign the resolution vacating a portion of the above-mentioned emergency turnaround easement as the applicant has complied with the conditions of approval as set forth by the Board.

Suggested Motion

Approved with the Consent Agenda.

Return to
Benton County Commissioners
P.O. Box 190
Prosser WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF A PORTION OF THE EMERGENCY TURNAROUND EASEMENT LOCATED ON LOT 2 OF SHORT PLAT 3720 IN SECTION 3, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M. APPLICANT: MAUREEN GORE, PARCEL NUMBER: 103844013720002, FILE NUMBER SPV 2023-002

WHEREAS, the Board of County Commissioners did conduct a public hearing on Tuesday, July 25, 2023, at 9:00 am in the Commissioners' Hearing Room, Benton County Administration Building, Kennewick, Washington; and,

WHEREAS, the signature of the property owners of said application includes all properties affected by these easements; and,

WHEREAS, upon due notice as provided in RCW 58.17.080 and 58.17.090, the hearing before the Board of County Commissioners was held on such petition as indicated above; and,

WHEREAS, the Board of County Commissioners agrees with the summary report from the Benton County Planning Division retained in File No. SPV 2023-002; and,

WHEREAS, the twenty foot emergency turnaround easement located on Lot 2 was recorded on the face of Short Plat 3720, and,

WHEREAS, it further appears that the vacation of the above-mentioned easement would not unduly jeopardize the health, safety, welfare and public good; **NOW THEREFORE**,

BE IT RESOLVED, that the vacation of the portion of the emergency turnaround easement located on Lot 2 of Short Plat 3720 in Section 03, Township 08 North, Range 24 East, W.M. is hereby approved.

Dated this 12th day of September 2023.

_____
Chairman of the Board

_____
Commissioner

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

Attest_____
Clerk of the Board

LK

PLN, BCC, GIS

2023-017009 EAS
08/16/2023 10:18:46 AM Pages: 3 Fee: $205.50
Maureen Gore
Benton County, Benton County Auditor's Office

Return Address:
Maureen Gore
142205 S 1406 PR SW
Prosser, WA 99350

EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION
BY Adri Cle 8/16/23 DEPUTY

EASEMENT

Easement

Grantors: Daniel & Maureen Gore
Grantees: The Public
Legal Description: Lot 2 Short Plat 3720, AFN:053857
Assessor's Property Tax Parcel #: 10384401372002

For valuable consideration, receipt of which is hereby acknowledged,
The Grantors: Daniel Gore & Maureen Gore, a married couple grants to
The Grantees: The Public, an easement for emergency access, turnaround, and utilities, situate in Lot 2, Short Plat 3720, records of Benton County, State of Washington, described as follows:

See Attached Exhibit A

The covenants herein contained herein shall run with the land and are binding upon all subsequent owners thereof. In Witness Whereof, the said Grantors have executed this instrument

this 16 day of August 2023

Daniel Gore

Maureen Gore

State of Washington
County of Benton

On this day personally appeared before me Daniel Gore and Maureen Gore to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16 day of August, 2023

Notary Public in and for the State of Washington, residing at Prosser

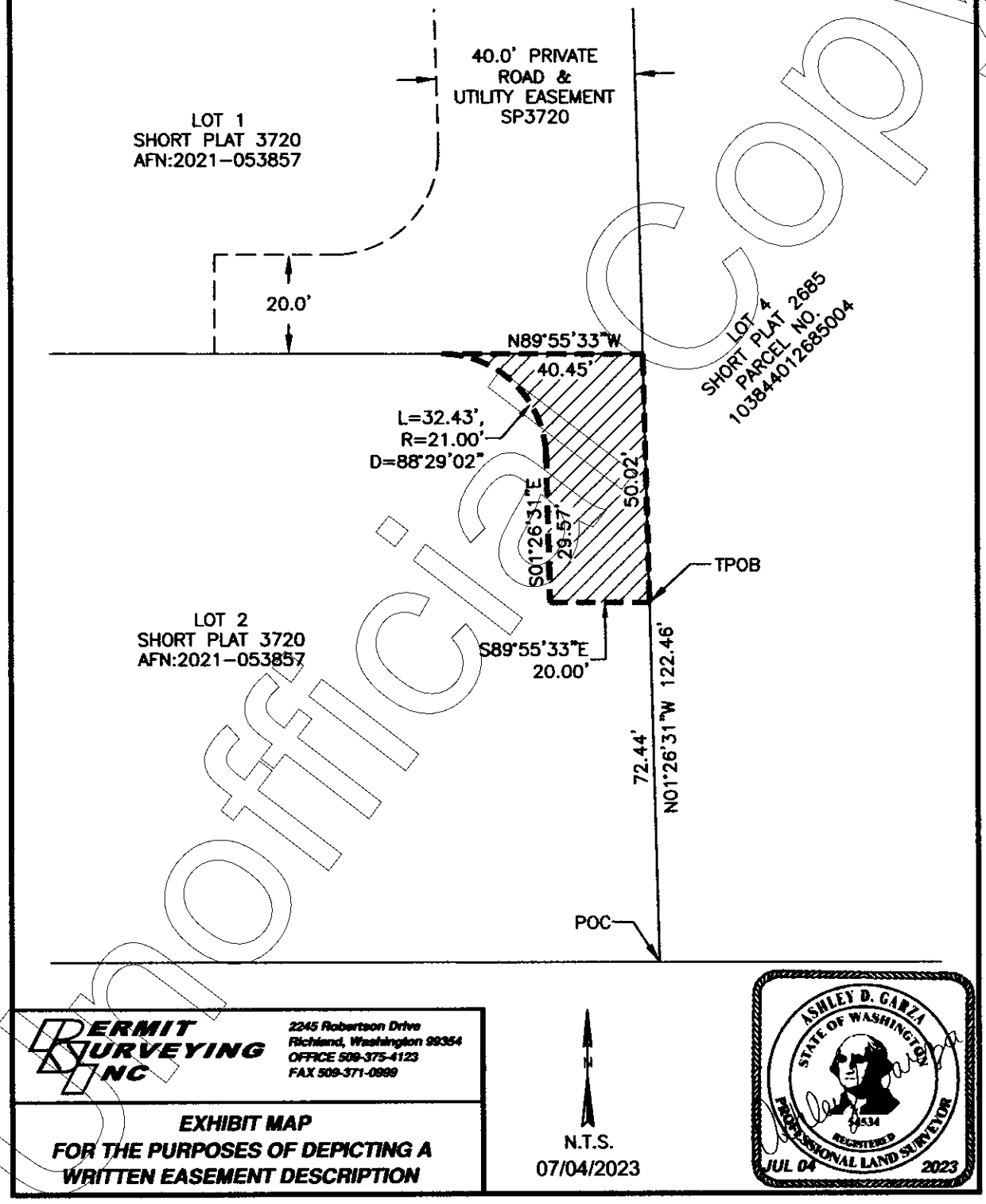
My appointment expires: 04-10-2027

Signature:

NOTARY PUBLIC
STATE OF WASHINGTON
PERLA VELIZ
MY COMMISSION EXPIRES
APRIL 10, 2027
COMMISSION # 206757

Unofficial Copy

EXHIBIT A
20' UTILITY AND ACCESS



PERMIT SURVEYING INC
2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

EXHIBIT MAP
FOR THE PURPOSES OF DEPICTING A WRITTEN EASEMENT DESCRIPTION

N.T.S.
07/04/2023

ASHLEY D. GARZA
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
JUL 04 2023

Unofficial Copy

(NEW)

AN EASEMENT FOR ACCESS AND UTILITY BEING 2.00 FEET WIDE LYING IN A PORTION OF LOT 2 OF SHORT PLAT NO. 3720, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2021-053857, RECORDS OF BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 01°26'31" WEST ALONG THE EAST LINE THEREOF 72.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°26'31" WEST ALONG THE WEST LINE THEREOF 50.02 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°55'33" WEST ALONG THE NORTH LINE THEREOF 40.45 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT WHICH BEARS SOUTH 00°04'27" WEST 21.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR 32.43 FEET; THENCE SOUTH 01°26'31" EAST 29.57 FEET; THENCE SOUTH 89°55'33" EAST 20.00 FEET TO THE TRUE POINT OF BEGINNING.

Unofficial Copy

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Permission to advertise & bid the Two Rivers Park Boardwalk Project
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Procurement

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

Type of Agenda Item:	**Type of Action Needed:**	
☒ 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 construction of a new Boardwalk out at Two Rivers Park was included in the 2023-2028 Capital Improvement Plan. Staff has worked with the design consultant and Park Board members to develop the design of a new boardwalk that will enhance the current offerings of Two Rivers Park.

A bid package has been prepared by staff, approved by the Prosecuting Attorney's office, and is ready to be advertised and receive bids.

Fiscal Impact

Amount: n/a

Fund: Park Development Fund

Recommendation

The Director of Operations and Capital Programs recommends that the Board formally grant permission to go to advertisement and bid for the Two Rivers Park Boardwalk Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR THE TWO RIVERS PARK BOARDWALK PROJECT

WHEREAS, the construction of a new boardwalk out at Two Rivers Park was included in the 2023-2028 Capital Improvement Plan; and

WHEREAS, the Director of Operations and Capital Programs worked with the Design Consultant and members of Benton County Park Board to come up with the design of the new boardwalk; and

WHEREAS, a bid packet (No. CB 23-09) has been prepared and reviewed and approved as to form by the Deputy Prosecuting Attorney from the Civil Division; **NOW, THEREFORE,**

BE IT RESOLVED the Board of County Commissioners authorizes the Purchasing Department to proceed with the advertisement and bid process for Bid No. CB 23-09 Two Rivers Park Boardwalk Project.

Dated this 12th day of September 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: Purchasing Dept. P. Schut
cc:

DocuSign Envelope ID: 6889EE22-E4D4-44D5-B2A5-CCDB9EDFEE87

CONTRACT PROVISIONS
AND PLANS

For Construction of:

TWO RIVERS PARK BOARDWALK PROJECT

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...
Approved to Form – LeeAnn Holt, Deputy Prosecuting Attorney

CAPITAL PROGRAMS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No CB 23-09

DocuSign Envelope ID: 6889EE22-E4D4-44D5-B2A5-CCDB9EDFEE87

ADVERTISEMENT FOR BIDS

Two Rivers Park Boardwalk Project

NOTICE TO BIDDERS: Benton County ("County") will receive sealed bids for the new Two Rivers Park Boardwalk Project from qualified general contractors.

This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by the County. Proposals submitted in response hereto shall constitute offers to contract with the County of Benton ("County"). Only upon the County's acceptance of such offer, by award as provided herein, shall any contractual relations be created.

BID DUE DATE: Bids will be received until 3:30 p.m. (PST) on 3rd of October 2023, at the Benton County Justice Center, Building E, 3rd-floor Commissioners Hearing Room (Room #303), at 7122 W. Okanogan Place, Kennewick, Washington, 99336. **BIDS RECEIVED AFTER THE STATED TIME WILL NOT BE ACCEPTED.**

BID SUBMITTAL AND AWARD: All bids must be submitted using the County's bidding documents and in accordance with this Advertisement for Bids and attachments hereto, together consisting of 44 pages. Complete digital bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #8684848 on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for Twenty-Two dollars ($22.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

Contact Mackay Sposito., 1110 Ospret Pointe Ave #105, Pasco, WA 99301 Project Manager Bryan Cole (509) 374-4248 for any questions regarding the Construction Documents. Construction Documents are available for purchase at QuestCDN. info@questcdn.com, (952) 233-1632.

The bids will be publicly opened by County staff. Bids will be on a lump-sum basis and it is the intent of the County to award to the lowest responsive, qualifying bidder. The County reserves the right to reject all bids or waive informalities in the bidding. No bids shall be withdrawn for a period of 30 days subsequent to opening of bids without the written consent of the County. A successful bidder shall enter into a contract with County in substantially the same form as the sample provided herein.

PROJECT SCOPE: The Project scope includes the construction of a new 300ft boardwalk at Two Rivers Park in Finley, Washington.

PREBID MEETING: There will be a pre-bid walk-through for general contractors on the 20th of September 2023, at 9:30 am at the Two Rivers Park, 213316 E Finley Rd, Kennewick,WA 99337. Subcontractors are welcome. The pre-bid walk-through will begin in the parking lot south (2nd Entrance) of the lagoon. By submitting a bid, bidders acknowledge that they have examined or have had the opportunity but knowlingly declined to examine the premises and site before delivery of their proposals, and the County is not obligated to to provide any allowance subsequently made on behalf of a bidder by reason of any error or neglect on their part.

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The County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunities to submit bids and will not be discriminated against on the grounds of race, color, sex, handicap, or national origin in consideration for an award. This project is subject to the County's prevailing wage rate requirements.

BID SECURITY: Each bid shall be accompanied by a certified check, cashier's check, bank draft, or money order payable to the Owner or a bid bond with a corporate surety licensed to do business in the State of Washington, in an amount not less than five (5) percent of the amount of the bid.

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INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 $$2$$ GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1

GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(March 13, 1995, WSDOTGSP)

This Contract provides for the construction of a new Boardwalk at Two Rivers Park in Kennewick, WA, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

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1-01.3 Definitions

(January 19, 2022 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the work.

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date
The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date
The day the Owner determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date
The day all the work is physically completed on the Project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date
The day all the work specified in the Contract is completed, and the Contractor fulfills all the Contractor's obligations under the Contract. The Contractor must furnish all documentation required by the Contract and required by law before establishing this date.

Final Acceptance Date
The date on which the Contracting Agency accepts the work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions to the terms "Department of Transportation," "Washington State Transportation Commission," "Commission," "Secretary of Transportation," "Secretary," "Headquarters," and "State Treasurer" shall be revised to read "Contracting Agency."

All references to the terms "State" or "state" shall be revised to read "Contracting Agency" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All "State Materials Laboratory" references shall be revised to read "Contracting Agency designated location."

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All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized and completion and acceptance granted.

Additive
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate
One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may choose between different methods or materials of construction for performing the same work.

Business Day
A business day is any day from Monday through Friday except holidays, as listed in Section 1-08.5.

Contract Bond
The Standard Specifications for the "Contract Bond" definition apply to whatever bond form(s) the Contract Documents require, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents
See the definition for "Contract."

Contract Time
The contract terms and conditions establish the period within which the work must be physically completed.

Notice of Award
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed
The written notice from the Contracting Agency or Owner to the Contractor authorizing and directing the Contractor to proceed with the work and establishing the date on which the Contract time begins.

Traffic
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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Before awarding a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

.

1-02.2, Plans and Specifications

(*****)

Delete this section and replace it with the following:

After the award of the Contract, plans, and specifications will be issued to the Contractor in electronic format (PDF) only.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the Project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The Bidder shall complete spaces on the proposal form that call for but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the Bidder's name, address, telephone number, and signature; the Bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives if such be to the advantage of the Contracting Agency. The Bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure shall be initialed by the signer of the Bid.

Delete the last two paragraphs, and replace them with the following:

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The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form nor qualify the Bid in any manner.

A bid by a corporation shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the Project;
2. Name of the Project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the Bidder's officer empowered to sign official statements. The signature of the person authorized to submit the Bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the Surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, Bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

(March 12, 2014, Benton County GSP)
Revise the second sentence of this section to read:

This deposit may be a certified check, cashier's check, or a proposal bond (Surety Bond).

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1-02.9 Delivery of Proposal
(******)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

Proposals received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal received after the time specified in the Call for Bids for receipt of Bid Proposals or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations or GFE documentation) received after the time specified above or in a location other than that specified in the Call for Bids.

Suppose an emergency or unanticipated event interrupts the normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12. In that case, the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The Contracting Agency receives the revised or supplemented Bid Proposal (if any) before the time set for receipt of Bid Proposals.

Suppose the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals. In that case, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its Bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed

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requests to withdraw, revise, or supplement a Bid Proposal are unacceptable.

1-02.13 Irregular Proposals

(December 30, 2022 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they agree with the Bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   k. More than one Proposal is submitted for the same Project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
   c. Receipt of Addenda is not acknowledged;
   d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same Project (in such an instance, both Bids may be rejected); or
   e. If Proposal form entries are not made in ink.

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1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

Suppose the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is, therefore, not a responsible Bidder. In that case, the Contracting Agency shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal it within two (2) business days of its determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. Suppose the final determination affirms that the Bidder is not responsible. In that case, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder, determined to be not responsible, has received the Contracting Agency's final determination.

1-02.15 Pre-Award Information

(December 30, 2022 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible Bidder:

1. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
2. A breakdown of costs assigned to any bid item,
3. Attendance at a conference with the Owner or representatives of the Owner,
4. Obtain, and furnish a copy of a business license to do business in the city or county where the work is located.
5. Any other information or action taken that is deemed necessary to ensure that the Bidder is the lowest responsible Bidder.

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SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for the correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. Suppose a minimum bid amount has been established for any item, and the Bidder's unit or lump sum price is less than the minimum specified amount. In that case, the Contracting Agency will unilaterally revise the unit or lump sum price to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.3 Execution of Contract

(January 19, 2022 APWA GSP)

Revise this section to read:

Within three calendar days of the Award date (not including Saturdays, Sundays, and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful Bidder on the first business day following the award. The Contracting Agency will determine the number of copies to be executed by the Contractor.

Within ten calendar days after the award date, the successful Bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency, nor shall any work begin within the project limits or Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the Contracting Agency executes the Contract.

Suppose the Bidder experiences circumstances beyond their control that prevent the contract documents' return within the calendar days after the award date stated above.

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In that case, the Contracting Agency may grant up to a maximum of 10 additional calendar days for the return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful Bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond or be a separate payment and performance bond. Each shall be for the full contract amount for separate payment and performance bonds. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
    a. It is registered with the Washington State Insurance Commissioner, and
    b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
    a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
    b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the Project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

All decisions made by the Contracting Agency regarding the award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review

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permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is assessed against a county, RCW 36.01.050 shall control venue and jurisdiction.

SECTION 1-04, SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any)

1-04.4 Changes

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

SECTION 1-05, CONTROL OF WORK

1-05.7, Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)
Supplement this section with the following:

Suppose the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Owner or fails to perform any part of the work required by the Contract Documents. In that case, the Owner may correct and remedy such work as identified in the written notice, with Contracting Agency forces or by other means that the Contracting Agency may deem necessary.

Suppose the Contractor fails to comply with a written order to remedy what the Owner determines as an emergency. In that case, the Owner may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed using Contracting Agency or other forces. An emergency is any situation when, in the opinion of the Owner, a delay in its remedy could be unsafe or cause serious loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to

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perform, shall be paid by the Contractor. The Owner will deduct payment from monies due, or to become due, the Contractor. Such direct and indirect costs shall include, in particular. Still, without limitation, compensation for additional professional services required and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No contract time or compensation adjustment will be allowed because of the work's performance delay attributable to the exercise of the Contracting Agency's rights provided by this section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages concerning the Contractor's failure to perform the work as required.

1-05.11, Final Inspection

Delete this section and replace it with the following:

1-05.11, Final Inspections and Operational Testing

(October I, 2005 APWA GSP)

1-05.11(1), Substantial Completion Date

When the Contractor considers the work substantially complete, the Contractor shall notify the Owner and request the Owner establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed to reach physical completion. The Owner will schedule an inspection of the work with the Contractor to determine the completion status. The Owner may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Owner concurs with the Contractor that the work is substantially complete and ready for its intended use, the Owner will set the Substantial Completion Date by written notice to the Contractor. If, after this inspection, the Owner does not consider the work substantially complete and ready for its intended use, the Owner will, by written notice, notify the Contractor by giving the reasons. Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently, and without unauthorized interruption the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Owner with a revised schedule indicating when the Contractor expects to complete the work substantially and physically.

The above process shall be repeated until the Owner establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2), Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor, by written notice, shall request the Owner to schedule a final inspection. The Owner will set a date for a final inspection. The Owner and the Contractor will then

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make a final inspection, and the Owner will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until the listed deficiencies are completed. This process will continue until the Owner is satisfied the listed deficiencies have been corrected.

Suppose action to correct the deficiencies is not initiated within seven days after receipt of the written notice listing the deficiencies. In that case, upon written notice to the Contractor, the Owner may take necessary steps to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the work performance attributable to the exercise of the Owner's right hereunder.

Upon correcting all deficiencies, the Owner will notify the Contractor and the Contracting Agency, in writing, of the date the work was considered physically complete. That date shall constitute the Physical Completion Date of the Contract but shall not imply acceptance of the work or that all the obligations of the Contractor under the Contract have been fulfilled.

1-05.11(3), Operational Testing

The Contracting Agency intends to have a complete and operable system at the Physical Completion Date. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work, it may be desirable for the Owner to have the Contractor operate and test the work for a period of time after final inspection but before the physical completion date. Whenever work items are listed in the Contract Provisions for operational testing, they shall be fully tested under operating conditions for the specified period to ensure their acceptability before the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment that prove faulty or not in first-class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the Owner's observation so that the Owner may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the Owner's satisfaction.

The costs for power, gas, labor, material, supplies, and everything else needed to complete operational testing successfully shall be included in the unit contract prices related to the tested system unless specifically set forth otherwise in the Proposal.

When required by the Owner, operational and test periods shall not affect a manufacturer's guarantees or warranties furnished under the terms of the Contract.

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Add the following new section:

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13, Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(*****)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Owner's Representative listed below. All correspondence from the Contractor constituting any notification, notice of protest, a notice of dispute, or other correspondence constituting notification required to be furnished under the Contract must be in paper format, hand-delivered, or sent via mail delivery service to the Owner's office. Electronic copies such as e-mail or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Owner' Representative: Robert Blain
Director of Operations and Capital Programs
7122 W Okanogan Place; STE E330
Kennewick, WA 99336

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1-05.16, Water and Power

(October 1, 2005 APWA GSP)'

The Contractor shall make necessary arrangements and shall bear the costs for power and water necessary for the performance of the work unless the Contract includes power and water as a pay item.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

More stringent regulations shall apply in cases of conflict between different safety regulations.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative Agency responsible for administering the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office or other well-known place at the project site all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removing injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods and any damage or injury resulting from their failure, improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The required or implied duty of the Engineer to conduct a construction review of the Contractor's performance does not, and shall not, be intended to include a review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2, Sales Tax

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(I) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. However, state retail sales tax will not be included in some cases. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a ce1tificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this Contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1), State Sales Tax - Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices or other contract amounts, including those that the Contractor pays on purchasing the materials, equipment, or supplies used or consumed in the work.

1-07.2(2), State Sales Tax - Rule 170

WAC 458-20-170, and its related rules, apply to constructing and repairing new or existing buildings or other structures upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any a1ticle of tangible personal property in or to real property, whether or not such personal prope1ty becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect retail sales tax from the Contracting Agency on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices or any other contract amount subject to Rule 170, with the following exception.

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Exception: The Contracting Agency will not add sales tax for a payment the Contractor, or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the Project. Such sales taxes shall be included in the unit bid item prices or any other contract amount.

1-07.2(3), Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.14, Responsibility for Damage

(******)

Supplement this section with the following:

All references to the term "WSDOT" in this section shall be revised to read "Contracting Agency." All references to "Risk Management Office, PO Box 47418, Olympia, WA 98504-7418" shall be revised to read "Benton County Risk Management Office, 7122 W. Okanogan Place, STE E330, Kennewick, WA 99336."

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(December 30, 2022 APWA GSP)

1-07.18(1) General Requirements

a. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided based on the insurer's financial condition.

b. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

c. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. Suppose renewal of the claims made form of coverage becomes unavailable or economically prohibitive. In that case, the Contractor shall purchase an extended reporting period ("tail") or

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execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

d. The Contractor's Automobile Liability, Commercial General Liability, and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance concerning the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall exceed the Contractor's insurance and shall not contribute to it.

e. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation within two business days of receiving such notice.

f. The Contractor shall not begin work under the Contract until the Contracting Agency obtains and approves the required insurance.

g. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

h. All costs for insurance shall be incidental to and included in the Contract's unit or lump sum prices, and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers' Compensation and Professional Liability and Builder's Risk (if required by this Contract), shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

a. The Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the certificate of insurance provided by the Contractor pursuant to 1-07.18(4) describes it is lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

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The Contractor shall ensure that all subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds and provide proof of such on the policies as required by that section as detailed in 1- 07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of insurance and endorsements for each insurance policy meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of the Contracting Agency to demand such coverage verification with these insurance requirements or failure of the Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

Verification of coverage shall include the following:

1. An ACORD certificate or a form the Contracting Agency determines to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the certificate of insurance shall <u>not</u> satisfy these requirements - actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward a full and certified copy of the insurance policy(s) to the Contracting Agency. If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the Contractor's liability to the coverage provided by such insurance or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The Contractor shall be responsible for any claim payments falling within the deductible or self-insured retention. If an additional insured

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incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the Contractor's responsibility.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop-gap liability, independent contractors, products-completed operations, personal and adve1tising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per-project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

The Contractor shall maintain Commercial General Liability Insurance arising from the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

$ 1,000,000	Each Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products & Completed Operations Aggregate
$ 1,000,000	Personal & Advertising Injury each offense
$ 1,000,000	Stop Gap/ Employers' Liability for each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit: $1,000,000 Combined single limit for each accident

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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SECTION 1-08, PROSECUTION AND PROGRESS

1-08.0, Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1), Preconstruction Conference

(October 10, 2008 APWA GSP)

Before the Contractor begins the work, a preconstruction conference will be held between the Contractor, the Engineer, and other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated with or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval, if applicable.

Add the following new section:

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different working hours, the request must be submitted in writing before the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or before the preconstruction conference.

All working hours and days are subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what

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hours are being requested and why. Requests shall be submitted for review no later than 48 hours before the day(s) the Contractor requests to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, the Contractor must reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third-party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days concerning the contract time.
3. Considering multiple work shifts as working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved, the nonworking day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on the certified payroll

1-08.1(7)A Payment Certification

(December 30, 2022 APWA GSP)

Delete this section.N/A

1-08.3, General Requirements

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit one copy of a Type A Progress Schedule no later than at the preconstruction conference or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM), bar chart, or standard schedule format. Regardless of the format, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Owner. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed date unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

When shown in the Plans, the first order of work shall be the installation of high-visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all vital signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Owner to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high-visibility fencing, as described in the Contract.

(******)

Notice to Proceed Date

A Notice to Proceed Date for this Project shall be given on or after October 17, 2023.

1-08.5 Time for Completion

(December 30, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed date.

Each working day shall be charged to the Contract as it occurs until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the physical completion of the Contract; and (3) remaining for the physical completion of the Contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours

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a day and four days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Owner will give the Contractor written notice of the completion date of the Contract after the Contractor has performed all the Contractor's obligations under the Contract. The following events must occur before the Completion Date can be established:

1. The physical work on the Project must be complete; and
2. The Contractor must furnish all documentation required by the Contract and required by law to allow the Contracting Agency to process the final acceptance of the Contract. The Owner must receive the following documents before establishing a completion date:
    a. Certified Payrolls (per Section 1-07.9(5)).
    b. Material Acceptance Ce1iification Documents
    c. Monthly Reports of Amounts Credited as DBE Participation, as the Contract Provisions requires.
    d. Final Contract Voucher Ce1iification
    e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
    f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
    g. Property owner releases per Section 1-07.24

(March 13, 1995, WSDOTGSP)
Supplement this section with the following:

This Project shall be physically completed within *** **45** *** working days.

1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

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1. To pay liquidated damages in the amount of*** $1,000.00 *** for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed based on direct engineering and related costs assignable to the Project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining work as promptly as possible. Upon request by the Owner, the Contractor shall furnish a written schedule for completing the physical work on the Contract.

Liquidated damages will not be assessed for any days for which an extension of time is granted. To any degree, no deduction or payment of liquidated damages will release the Contractor from further obligations and liabilities to complete the entire Contract.

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.9 Payments

(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference to enable the Project Owner to determine the work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Owner will decide based on the information available. The Owner's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based on progress estimates prepared by the Owner. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month after that until the Completion Date.

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Progress estimates made during the progress of the work are tentative and made only to determine progress payments. The progress estimates are subject to change at any time before calculating the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form - the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form - based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Owner's determination.
3. Materials on Hand 100 percent of the invoiced cost of material delivered to the job site or other storage area approved by the Owner.
4. Change Orders - an entitlement for approved extra cost or completed extra work as determined by the Owner.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the Contract will be final in accordance with Section 1-05.1.

The Contracting Agency may decree failure to perform obligations under the Contractor's Contract as an adequate reason for withholding any payments until compliance is achieved.

Upon completion of all work and after final inspection (Section 1-05.11), the amount due to the Contractor under the Contract will be paid based upon the final estimate made by the Owner and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

Suppose the Contractor fails, refuses, or cannot sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract. In that case, the Contracting Agency reserves the right to establish a Completion Date (to meet the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity to submit such documents voluntarily by written request from the Engineer. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be emailed with delivery confirmation from the Contracting Agency to the Contractor, providing 30

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calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5 or to Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to control laws.

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract, it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency. It is further agreed that all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is assessed against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13, Claims Resolution

1-09.13(1) General

(January 19, 2022 APWA GSP)

Revise this section to read:

Before seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

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Any claims or causes of action the Contractor has against the Contracting Agency arising from the Contract shall be resolved through binding arbitration or litigation, as prescribed herein.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total $1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency agree that those claims or causes of action in excess of $1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the arbitrator's decision. Judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located, provided that where claims subject to arbitration are assessed against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Com1. The arbitrator's decision and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-09.13(4) Venue for Litigation

(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county where the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control the venue and jurisdiction of the Superior Court. The parties mutually agree that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

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WAGE RATES

APPENDIX A:

STATE WAGE RATES

For Construction of:

TWO RIVERS PARK BOARDWALK PROJECT

CAPITAL PROGRAMS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No CB 23-09

DocuSign Envelope ID: 6889EE22-E4D4-44D5-B2A5-CCDB9EDFEE87

State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within thelaw and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

The Department of Labor & Industries' prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm

The publication date to use is the Bid Due Date.

The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefits code key, and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; STE E330, Kennewick, WA, Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)737-3943 or by email at Procurement@co.benton.wa.us

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BID FORM

For Construction of:

TWO RIVERS PARK BOARDWALK PROJECT

CAPITAL PROGRAMS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No 23-09

DocuSign Envelope ID: 6889EE22-E4D4-44D5-B2A5-CCDB9EDFEE87

BID FORM

Two Rivers Park Boardwalk Project

Legal Company or Sole Proprietor Name _____
Tradename or dba, if applicable _____

ACKNOWLEDGEMENT OF ADDENDA:
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated _____

Addendum No. 2, dated _____

BID AMOUNT:

LUMP SUM (excluding sales tax) $_____

LUMP SUM (excluding sales tax), in words _____

GENERAL ACKNOWLEDGEMENT:

The undersigned hereby certifies that they have examined the location of the work outlined in the request for proposal, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this project, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this project in accordance with the said plans, specifications and contract, and the above lump sum price.

BID BOND:

The undersigned hereby certifies that a proposal guaranty in an amount of five percent (5%) of the total bid, and in one of the forms as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington.
Bid Bond	_____	In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE:

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING:

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

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three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

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

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

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

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

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

(Intentionally Left Blank)

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SUBMISSION OF BID

Respectfully submitted this _____ day of _____ 2023.

COMPANY NAME:_____

AUTHORIZED SIGNATURE: _____

TYPE OR PRINT NAME: _____

TITLE: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO.: _____

EMAIL:_____

CONTRACTOR'S LICENSE NO.: _____

UBI NO.: _____

WASHINGTON STATE EMPLOYMENT SECURITY NO.: _____

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CONTRACT

INFORMATION FOR THE CONTRACTOR THAT IS AWARDED THE CONTRACT

For Construction of:

TWO RIVERS PARK BOARDWALK PROJECT

CAPITAL PROGRAMS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No 23-09

DocuSign Envelope ID: 6889EE22-E4D4-44D5-B2A5-CCDB9EDFEE87

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2023, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and _____, (hereinafter "the Contractor").

WITNESSETH:
That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, **Two Rivers Park Boardwalk Project**," the Introduction to Special Provisions provided in the Advertisement for Bids, and as described in and in accordance with the State of Washington 2023 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, individually and for any heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $_____, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

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VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:

_____
Signature

_____
Title

_____
Date

COUNTY OF BENTON

_____
Chairman, Board of Commissioners

Attest: _____
Clerk of the Board

_____
Date

APPROVED AS TO FORM:

_____
LeeAnn Holt, Deputy Prosecuting Attorney

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PUBLIC WORKS PERFORMANCE BOND
to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as the **Two Rivers Park Boardwalk Project** in Benton County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL	SURETY
_____	_____
Principal Signature Date	Surety Signature Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

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PUBLIC WORKS PAYMENT BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as the **Two Rivers Park Boardwalk Project,** in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

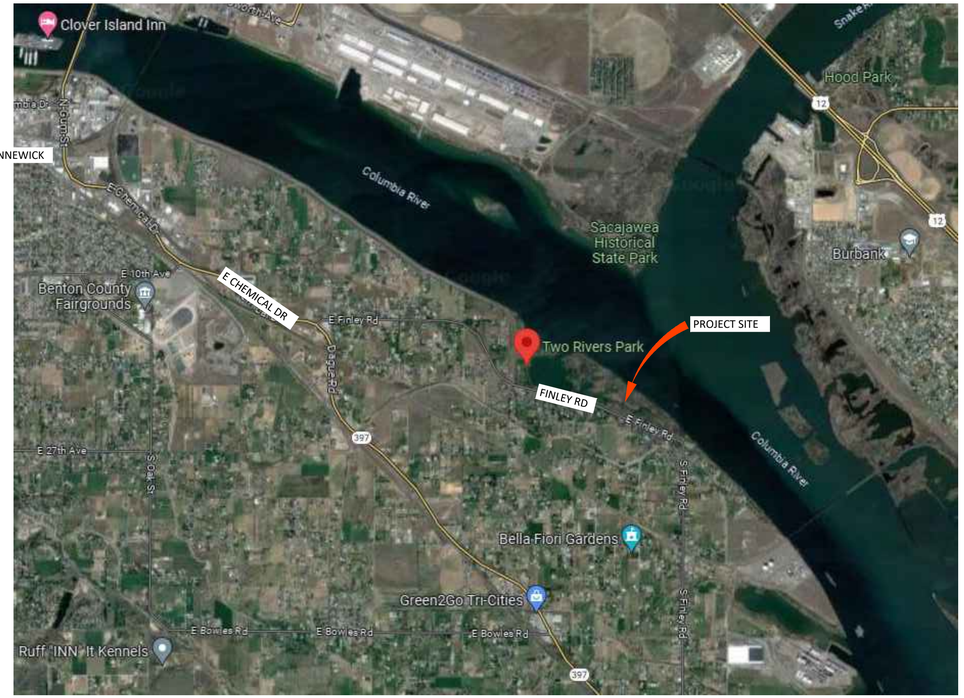
This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL	SURETY
_____	_____
Principal Signature Date	Surety Signature Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Name, address, and telephone of local office/agent of Surety Company is:

TWO RIVERS BOARDWALK

FINLEY, WASHINGTON



VICINITY MAP

NO SCALE

OWNER

BENTON COUNTY
7122 W OKANOGAN PLACE
KENNEWICK, WA 99336

DIRECTOR OF OPERATIONS & CAPITAL IMPROVEMENTS
CONTACT: ROBERT BLAIN
ROBERT.BLAIN@CO.BENTON.WA.US
PH: (509)736-2704

PROJECT TEAM

MacKay Sposito

1110 Osprey Pointe Blvd, SUITE 105
Pasco, WA 99301
PHONE (509) 619-7092
www.mackaysposito.com
CONTACT: Bryan Cole
bcole@mackaysposito.com

PCS Structural Solutions
Seattle | Tacoma | Portland
www.pcs-structural.com

STRUCTURAL ENGINEER
CONTACT: Jack Pinkard, Senior Principal
PCS Structural Solutions
www.pcs-structural.com
P: (253)383-2797

PROJECT ADDRESS

TWO RIVERS PARK
213316 E. FINLEY RD.
KENNEWICK, WA 99337

SHEET INDEX

1	L0.0	COVER SHEET
2	L1.0	EROSION CONTROL PLAN
3	L1.1	SITE PLAN
4	S0.1	GENERAL NOTES AND OVERALL PLAN
5	S1.0	FRAMING PLANS AND SECTION
6	S1.1	DETAILS

HORIZONTAL DATUM

STATE PLANE WA SOUTH, NAD83 (2011)

VERTICAL DATUM

THE ELEVATIONS SHOWN ON THIS MAP ARE NGVD 29 DATUM.

BENCHMARK

SITE BENCHMARK: BRASS CAP IN MONUMENT CASE
DESCRIPTION: SECTION CORNER, LOCATED AT THE INTERSECTION OF E BRYSON RD & S FINLEY RD.
ELEVATION: 367.97' NGVD 29

TREE PROTECTION

1. PROTECT TREE ROOT SYSTEMS FROM DAMAGE CAUSED BY RUNOFF OR SPILLAGE OF NOXIOUS MATERIALS WHILE MIXING, PLACING, OR STORING CONSTRUCTION MATERIALS. PROTECT ROOT SYSTEMS FROM PONDING, ERODING, OR EXCESSIVE WETTING CAUSED BY DEWATERING OPERATIONS.
2. NO PARKING OR STORAGE UNDER TREES.
3. REPAIR OR REPLACE TREES, SHRUBS AND OTHER VEGETATION THAT ARE DAMAGED BY CONSTRUCTION OPERATIONS, IN A MANNER APPROVED BY ARCHITECT.
   - SUBMIT DETAILS OF PROPOSED PRUNING AND REPAIRS.
   - PERFORM REPAIRS OF DAMAGED TRUNKS, BRANCHES AND ROOTS WITHIN 24 HOURS OF APPROVAL.
   - REPLACE TREES AND OTHER PLANTS THAT CANNOT BE REPAIRED AND RESTORED TO FULL-GROWTH STATUS AS DETERMINED BY ARCHITECT.

SITE MAP

1" = 150'

LEGEND

- CENTER LINE (2+00)
- WATTLES
- EXISTING GRADE
- EDGE OF BOARDWALK
- RETAINING TIMBERS
- EXISTING GROUND CONTOUR
- EXISTING TRAIL FOR CONTRACTOR ACCESS

Know what's below. Call before you dig.

MacKay Sposito
ENERGY PUBLIC WORKS LAND DEVELOPMENT
www.mackaysposito.com

STATE OF WASHINGTON
BRYAN A. COLE
NO. 987 EXP. 01/28/2023
LANDSCAPE ARCHITECT

TWO RIVERS BOARD WALK
FINLEY, BENTON COUNTY, WA

COVER SHEET

REVISIONS:

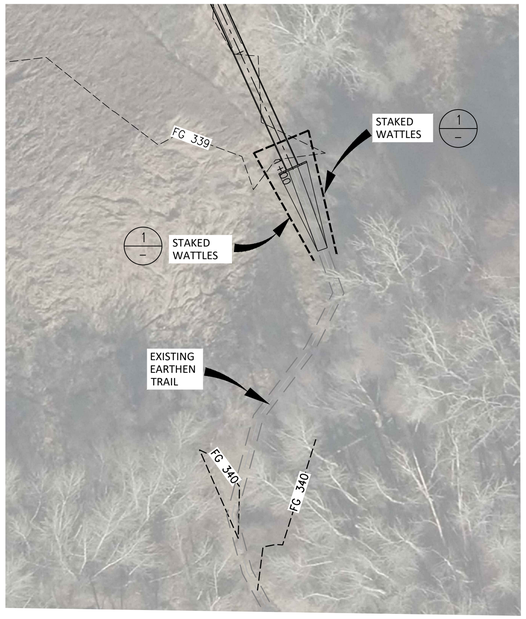
JOB NO.:	18072
DATE:	JUNE 9, 2023
SCALE:	AS SHOWN
DESIGNED BY:	NK
DRAWN BY:	NK
CHECKED BY:	BC

100% CONSTRUCTION DOCUMENTS

L0.0

NO. 1 OF 6

FILE: K:\18072 TWO RIVERS PARK BOARDWALK\500 DESIGN\502 DRAWINGS\SHEETS\18072 COVER SHEET.DWG



ENLARGEMENT A

EROSION PREVENTION AND SEDIMENT CONTROL NOTES:

DURING GRADING:
STREET AT PARK ENTRANCE SHALL BE KEPT CLEAN. STREETS ARE TO BE SWEPT, NOT WASHED. ALL SEDIMENT COLLECTED BY SWEEPING SHALL BE STABILIZED ON SITE.

THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE PARKING WITHIN THE PARK AT ALL TIMES DURING CONSTRUCTION OPERATIONS.

THE CONTRACTOR SHALL PROVIDE DUST CONTROL AT ALL TIMES DURING CONSTRUCTION IN ACCORDANCE WITH BENTON COUNTY REQUIREMENTS. NO ADDITIONAL PAYMENTS WILL BE MADE FOR THE REQUIRED DUST CONTROL MEASURES.

THE CONTRACTOR SHALL PROVIDE AND EMPLOY WATTLES AS REQUIRED TO KEEP SEDIMENT FROM LEAVING THE SITE OR FROM ENTERING THE RIVER, WETLANDS OR OPEN WATER BODIES.

UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL LEAVE THE PROJECT AREA FREE OF DEBRIS AND UNUSED MATERIAL. WATTLES SHALL BE REMOVED AT END OF CONSTRUCTION UNLESS APPROVED BY COUNTY REPRESENTATIVE TO LEAVE IN PLACE.

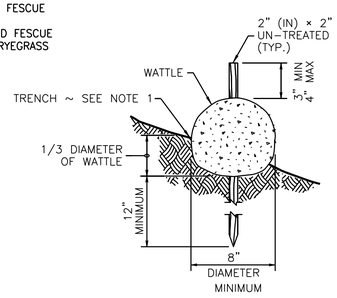
THE CONTRACTOR WILL NOT BE ALLOWED TO LEAVE A STOCKPILE OF EXCESS SOIL OR ROCK ON SITE AS A RESULT OF CONSTRUCTION.

CONTRACTOR SHALL PROVIDE A SPILL PREVENTION PLAN TO PREVENT CONTAMINATION OF WETLANDS.

CONTRACTOR SHALL SEED ALL DISTURBED AREAS. SEEDING SHALL BE HYDRO-SEED, CONSISTING OF SEED MIX AND MULCH. SEED MIX SHALL BE EROSION CONTROL SEED MIX TO MATCH THE FOLLOWING; RAINIER SEEDS, "DRY SITE" OR APPROVED EQUAL. AT A RATE OF 1LB PER 1000 SF. / 43.48 LBS PER ACRE.

30% FESTUCA OVINA – SHEEP FESCUE
30% FESTUCA TRACHYPHYLLA – HARD FESCUE
20% POA COMPRESSA – BLUEGRASS
10% FESTUCA RUBRA – CREEPING RED FESCUE
10% LOLIUM PERENNE – PERENNIAL RYEGRASS

0 30 60
SCALE: 1" = 30'



WATTLE DETAIL

NOTES

1. WATTLES SHALL BE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION SECTION 9-14.5(5). INSTALL WATTLES ALONG CONTOURS. INSTALLATION SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 8-01.3(10).

2. SECURELY KNOT EACH END OF WATTLE. OVERLAP ADJACENT WATTLE ENDS 12" BEHIND ONE ANOTHER AND SECURELY TIE TOGETHER.

3. INSTALL WATTLE PERPENDICULAR TO FLOW ALONG CONTOURS.

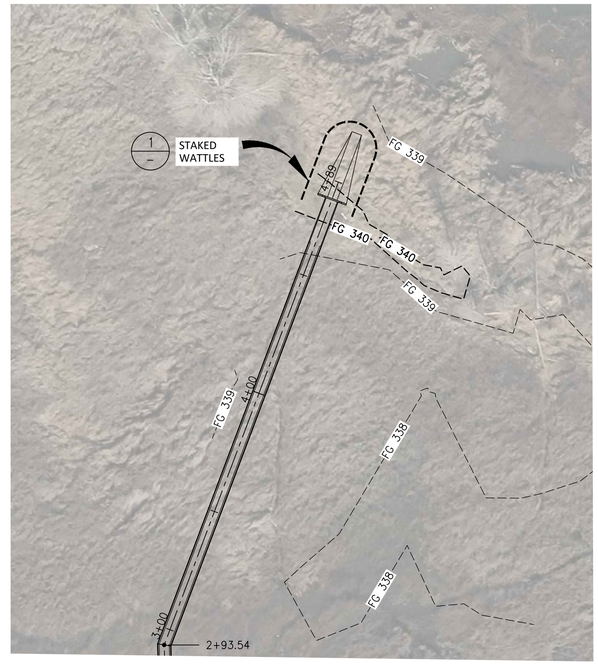
4. WATTLES SHALL BE INPECTED REGULARLY, AND IMMEDIATELY AFTER A RAINFALL PRODUCES RUNOFF, TO ENSURE THEY REMAIN THOROUGHLY ENTRENCHED AND IN CONTACT WITH THE SOIL.

5. PERFORM MAINTENANCE IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 8-01.3(15).

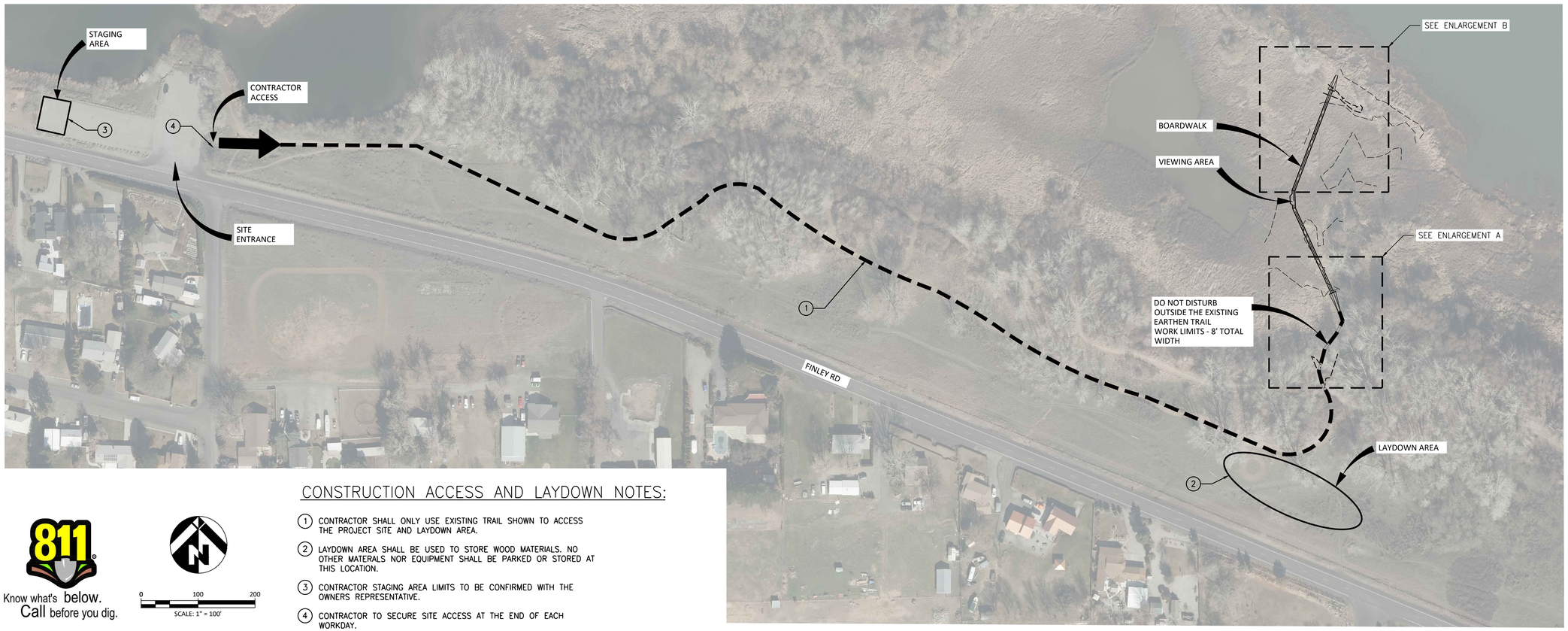
6. REFER TO STANDARD SPECIFICATION SECTION 8-01.3(16) FOR REMOVAL.

1 STRAW WATTLE INSTALLATION
NOT TO SCALE

0 30 60
SCALE: 1" = 30'



ENLARGEMENT B



CONSTRUCTION ACCESS AND LAYDOWN NOTES:

1. CONTRACTOR SHALL ONLY USE EXISTING TRAIL SHOWN TO ACCESS THE PROJECT SITE AND LAYDOWN AREA.
2. LAYDOWN AREA SHALL BE USED TO STORE WOOD MATERIALS. NO OTHER MATERALS NOR EQUIPMENT SHALL BE PARKED OR STORED AT THIS LOCATION.
3. CONTRACTOR STAGING AREA LIMITS TO BE CONFIRMED WITH THE OWNERS REPRESENTATIVE.
4. CONTRACTOR TO SECURE SITE ACCESS AT THE END OF EACH WORKDAY.

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0 100 200
SCALE: 1" = 100'

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BRYANA COLE
NO. 687 EXP. 01/28/2023
LANDSCAPE ARCHITECT

TWO RIVERS BOARD WALK
FINLEY, BENTON COUNTY, WA

EROSION CONTROL PLAN

REVISIONS:

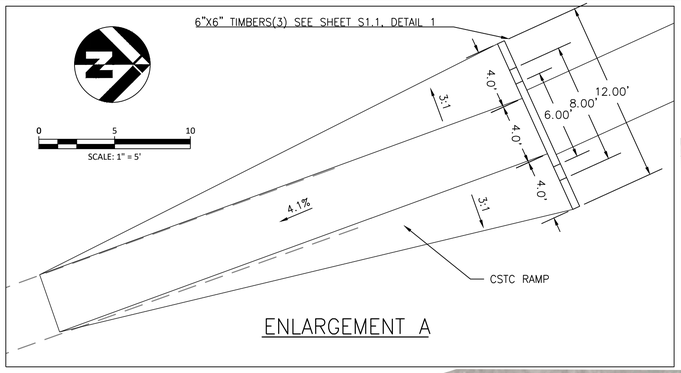
JOB NO.:	18072
DATE:	JUNE 9, 2023
SCALE:	AS SHOWN
DESIGNED BY:	NK
DRAWN BY:	NK
CHECKED BY:	BC

100% CONSTRUCTION DOCUMENTS

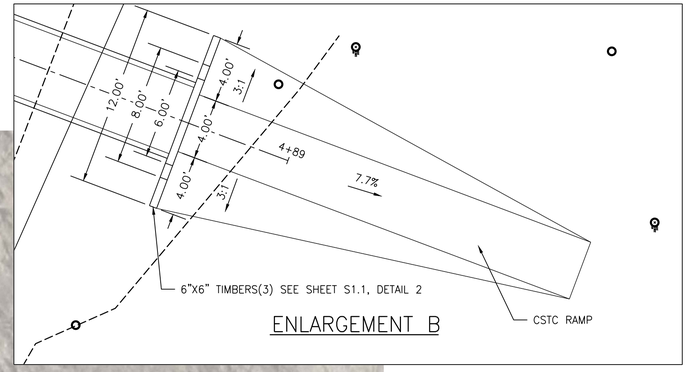
L1.0

NO. 2 OF 6

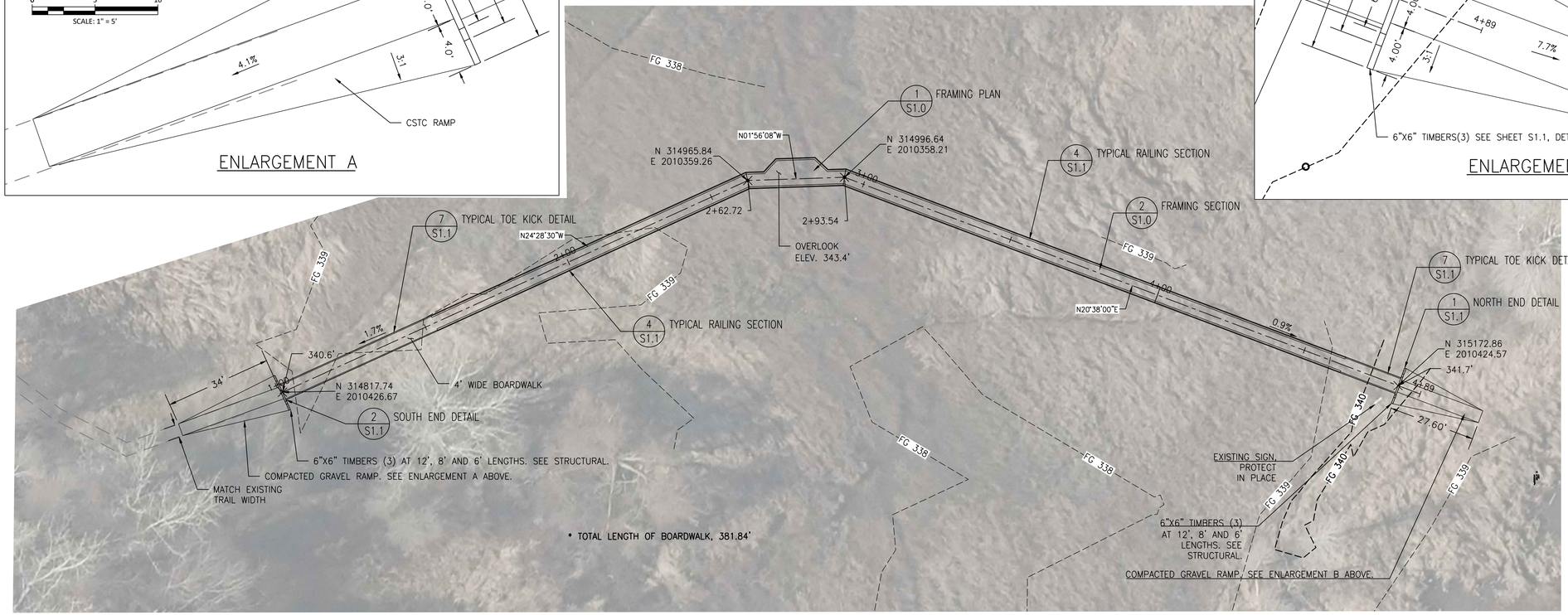
FILE: K:\18072 TWO RIVERS PARK BOARDWALK\500 DESIGN\502 DRAWINGS\SHEETS\18072 EROSION CONTROL PLAN.DWG



ENLARGEMENT A



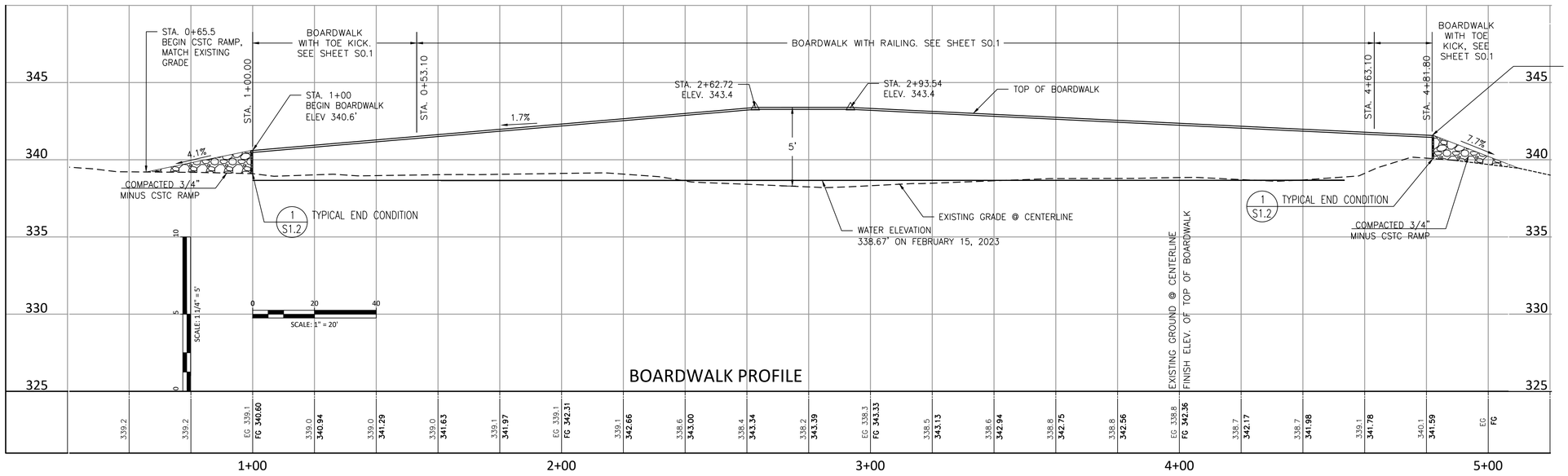
ENLARGEMENT B



0 20 40
SCALE: 1" = 20'

GENERAL NOTES:

1. CONSTRUCTION STAKING SHALL CONFORM TO SPECIAL PROVISIONS PROVIDED IN THE CONTRACT DOCUMENTS.
2. DIGITAL FILES WILL BE PROVIDED FOR CONTRACTORS USE IN STAKING AND LAYOUT OF THE BOARDWALK.
3. STRIP ALL ORGANICS WITHIN THE FOOTPRINT OF THE CSTC RAMP. COMPACT SUBGRADE.
4. PLACE AND COMPACT CSTC RAMP IN 6" LIFTS.
5. COMPACTION OF CSTC RAMP LIFTS SHALL BE INSPECTED BY OWNERS REPRESENTATIVE PRIOR TO PLACEMENT OF ADDITIONAL LIFTS.



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TWO RIVERS BOARD WALK
FINLEY, BENTON COUNTY, WA

SITE PLAN

REVISIONS:

JOB NO.:	18072
DATE:	JUNE 9, 2023
SCALE:	1" =20'
DESIGNED BY:	DW
DRAWN BY:	NK
CHECKED BY:	BC

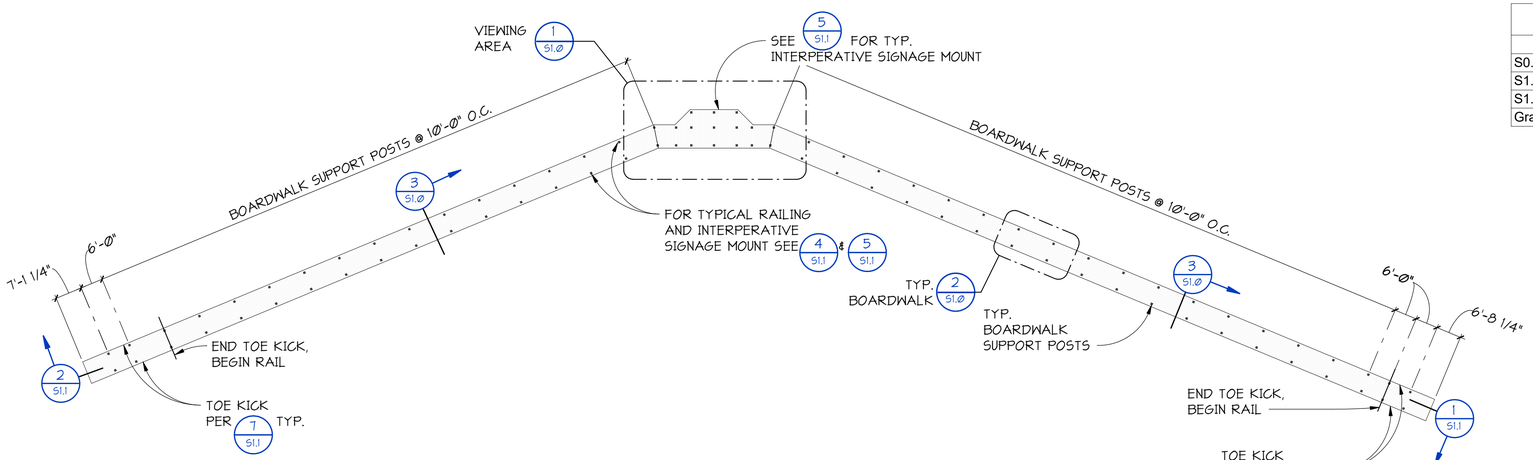
100% CONSTRUCTION DOCUMENTS

L1.1

NO. 3 OF 6

FILE: K:\18072 TWO RIVERS PARK BOARDWALK\500 DESIGN\502 DRAWINGS\SHEETS\18072 SITE PLAN.DWG

STRUCTURAL DRAWING INDEX	
SHEET NUMBER	SHEET DESCRIPTION
S0.1	GENERAL NOTES AND OVERALL PLAN
S1.0	FRAMING PLANS AND SECTION
S1.1	DETAILS
Grand total: 3	



NOTE: COORDINATE WITH L- PLANS AND BOARDWALK ELEVATIONS AND SITE LOCATION

NORTH

1 / S0.1 OVERALL PLAN

1" = 20'-0"

GENERAL NOTES

STANDARDS
ALL METHODS, MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE 2018 INTERNATIONAL BUILDING CODE (IBC) AS AMENDED AND ADOPTED BY THE LOCAL BUILDING OFFICIAL OR APPLICABLE JURISDICTION.

DESIGN LOADS:

DEAD LOAD = 15 PSF
LIVE LOAD = 100 PSF
WIND: 101 MPH EXP. D
SEISMIC: SITE CLASS D (DEFAULT)
Ss = 0.408
S1 = 0.153
SDS = 0.401
SD1 = 0.234

FOUNDATION DESIGN CRITERIA

ALLOWABLE SOIL BEAR PRESSURE: 1500 PSF (ASSUMED)

FOUNDATIONS ARE PRECAST CONCRETE/PIN PILE FOUNDATIONS AS SUPPLIED BY PIN FOUNDATIONS, INC. (DIAMOND PIER) OF GIG HARBOR, WASHINGTON.

STRUCTURAL STEEL

STEEL PLATES & ANGLES: ASTM A36 (Fy = 36 KSI)

MACHINE BOLTS (M.B.): ASTM A307, GRADE A, HOT-DIP GALVANIZED (G90)

ANCHOR BOLTS (A.B.): ASTM F1554, GRADE 55, HOT-DIP GALVANIZED (G90)

FINISH: STRUCTURAL STEEL SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123, A384 AND A385.

CARPENTRY:

ALL WOOD MEMBERS SHALL BE WESTERN RED CEDAR NO. 1

2x, 3x & 4x MEMBERS: Fb = 725 PSI, FV = 155 PSI, E=1.0x10^6 PSI

6x POSTS: Fb = 875 PSI, FV = 140 PSI, E= 1.0x10^6 PSI

6x BEAMS: Fb = 975 PSI, FV = 140 PSI, E = 1.0x10^6 PSI

FRAMING LUMBER: STANDARDS. EACH PIECE SHALL BEAR THE GRADE TRADEMARK OF THE WEST COAST LUMBER INSPECTION BUREAU (WCLIB), WESTERN WOOD PRODUCTS ASSOCIATION (WWPA), OR OTHER AGENCY ACCREDITED BY THE AMERICAN LUMBER STANDARD COMMITTEE (ALSC) TO GRADE UNDER ALSC CERTIFIED GRADING RULES.

LAG SCREWS: SHALL CONFORM TO ANSI/ASME STANDARD B18.2.1. LAG SCREWS SHALL BE OF A DIAMETER INDICATED ON DRAWINGS WITH A MINIMUM OF 8x DIA. EMBEDMENT IN SUPPORTING MEMBER UNLESS NOTED OTHERWISE. CLEARANCE HOLE FOR THE SHANK SHALL BE THE SAME DIAMETER AS THE SHANK AND THE SAME DEPTH OF PENETRATION AS THE UNTHREADED PORTION OF THE SHANK. THE LEAD HOLE FOR THE THREADED PORTION SHALL HAVE A DIAMETER EQUAL TO 60 TO 75 PERCENT OF THE SHANK DIAMETER AND A LENGTH EQUAL TO AT LEAST THE LENGTH OF THE THREADED PORTION. THE THREADED PORTION OF THE SCREW SHALL BE INSERTED IN ITS LEAD HOLE BY TURNING WITH A WRENCH. SOAP OR OTHER LUBRICANT SHALL BE USED ON THE SCREWS OR IN THE LEAD HOLE TO FACILITATE INSERTION AND PREVENT DAMAGE TO THE SCREW. LAG SCREWS SHALL NOT BE DRIVEN WITH A HAMMER. ALL LAG SCREWS SHALL BE HOT DIP GALVANIZED (G90)

SHOP DRAWINGS/SUBMITTALS

THE FOLLOWING SHOP DRAWINGS/SUBMITTALS SHALL BE PROVIDED FOR REVIEW AND APPROVAL BY THE STRUCTURAL ENGINEER PRIOR TO FABRICATION OR DELIVERY.

1. FOUNDATION LAYOUT DRAWINGS
2. FABRICATION DETAILS OF ALL TIMBER MEMBERS
3. FABRICATION DETAILS OF ALL STEEL ASSEMBLIES

SPECIAL INSPECTION: SPECIAL INSPECTION SHALL BE PROVIDED BY AN INDEPENDENT TESTING LABORATORY PER THE REQUIREMENTS OF IBC CHAPTER 17 AND THE LOCAL BUILDING OFFICIAL OR APPLICABLE JURISDICTION AND THE CONTRACT DOCUMENTS. THE SPECIAL INSPECTOR SHALL SUBMIT INSPECTION REPORTS AND A FINAL SIGNED REPORT TO THE BUILDING OFFICIAL FOR THE ITEMS LISTED IN THE QUALITY ASSURANCE/SPECIAL INSPECTION SECTION:

STATEMENT OF SPECIAL INSPECTIONS:

SPECIAL INSPECTION: SPECIAL INSPECTION SHALL BE PROVIDED PER THE REQUIREMENTS OF IBC SECTION 1704 AND 1705 AND AS NOTED HEREIN.

STRUCTURAL SYSTEM	VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	COMMENTS	REFERENCES
SOILS	VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY		X		IBC 1705.6
	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL		X		
	PERFORM CLASSIFICATION AND TESTING OF COMPACTED MATERIALS		X		
	INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY		X		
WOOD FRAMING	NAILING, BOLTING, AND ANCHORAGE OF COMPONENTS.		X		IBC 1705.11.1, 1705.12.2

GENERAL CONTRACTOR SHALL SUBMIT A WRITTEN CONTRACTOR'S STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND OWNER PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR'S STATEMENT OF RESPONSIBILITY SHALL INCLUDE ACKNOWLEDGMENT OF AWARENESS OF THE SPECIAL INSPECTION REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION.

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JACK J. PINARD — STATE OF WASHINGTON — STRUCTURAL ENGINEER — PROFESSIONAL ENGINEER

TWO RIVERS BOARD WALK
FINLEY, BENTON COUNTY, WA

GENERAL NOTES AND OVERALL PLAN

REVISIONS:

JOB NO.:	18072
DATE:	JUNE 9, 2023
SCALE:	As indicated
DESIGNED BY:	JMB
DRAWN BY:	RSC
CHECKED BY:	JMB

100% CONSTRUCTION DOCUMENTS

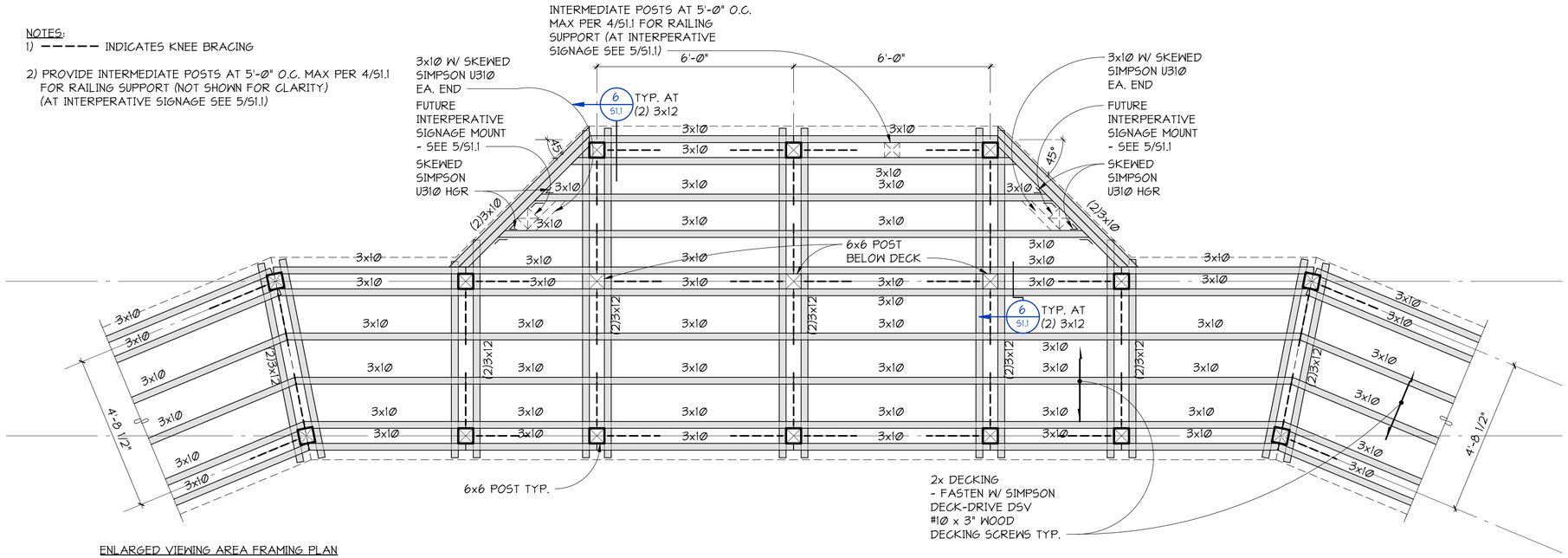
S0.1

NO. 4 OF 6

PLOTTED: 6/8/2023 11:28:06 AM C:_Revit Models\23297 Benton County-Two Rivers Park Boardwalk R2022 (Central)_scowsert@pcs-structural.com.rvt

NOTES:
1) ------ INDICATES KNEE BRACING

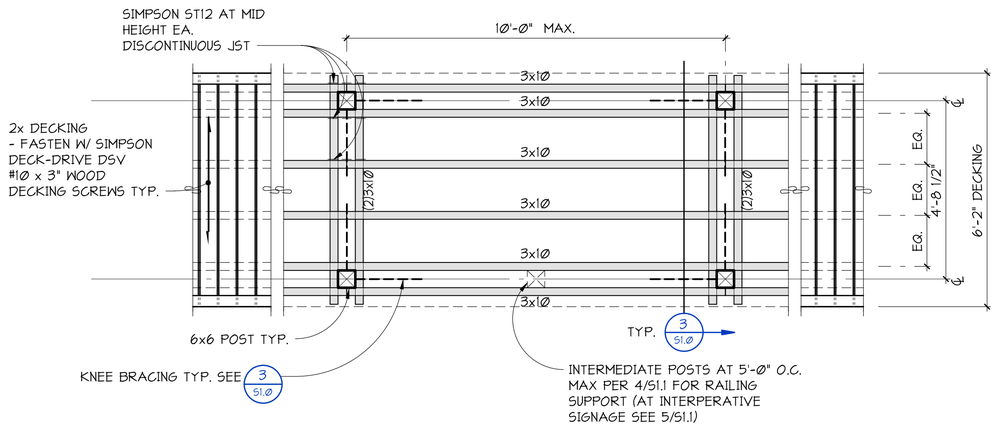
2) PROVIDE INTERMEDIATE POSTS AT 5'-Ø" O.C. MAX PER 4/S1.1 FOR RAILING SUPPORT (NOT SHOWN FOR CLARITY) (AT INTERPERATIVE SIGNAGE SEE 5/S1.1)



ENLARGED VIEWING AREA FRAMING PLAN

1 / S1.Ø FRAMING PLAN

1/2" = 1'-Ø"



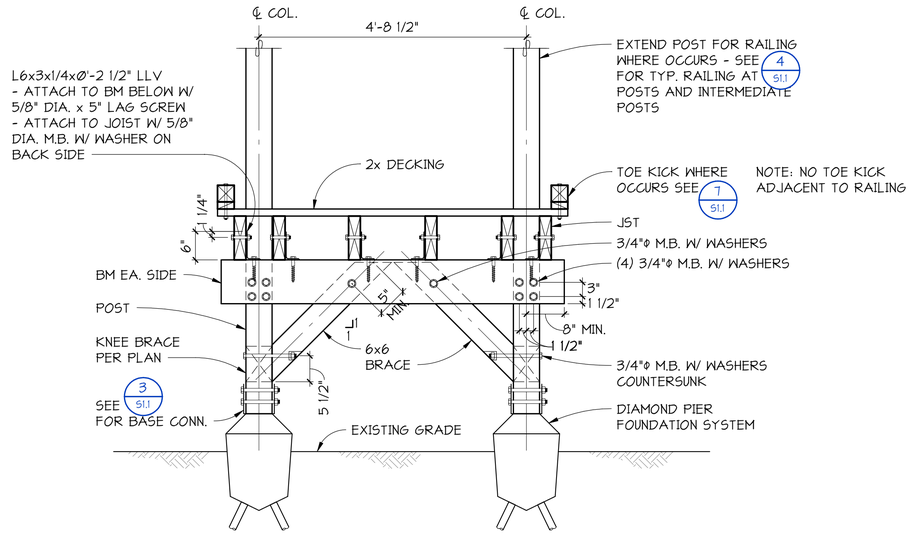
NOTES:
1) ------ INDICATES KNEE BRACING

2) PROVIDE INTERMEDIATE POSTS AT 5'-Ø" O.C. MAX PER 4/S1.1 FOR RAILING SUPPORT (NOT SHOWN FOR CLARITY) (AT INTERPERATIVE SIGNAGE SEE 5/S1.1)

TYPICAL BOARDWALK FRAMING PLAN

2 / S1.Ø FRAMING PLAN

1/2" = 1'-Ø"



TYPICAL BOARDWALK FRAMING SECTION

3 / S1.Ø SECTION

3/4" = 1'-Ø"

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TWO RIVERS BOARD WALK
FINLEY, BENTON COUNTY, WA

FRAMING PLANS AND SECTION

REVISIONS:

JOB NO.:	18072
DATE:	JUNE 9, 2023
SCALE:	As indicated
DESIGNED BY:	JMB
DRAWN BY:	RSC
CHECKED BY:	JMB

100% CONSTRUCTION DOCUMENTS

S1.0

NO. 5 OF 6

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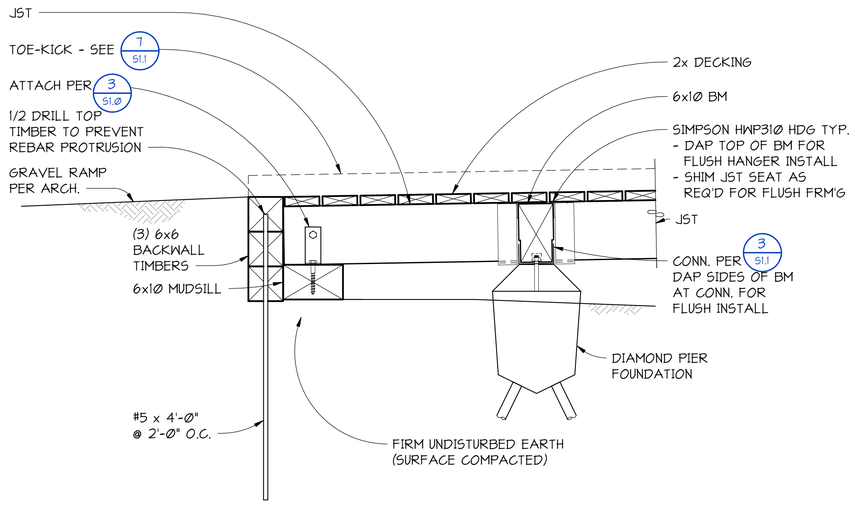
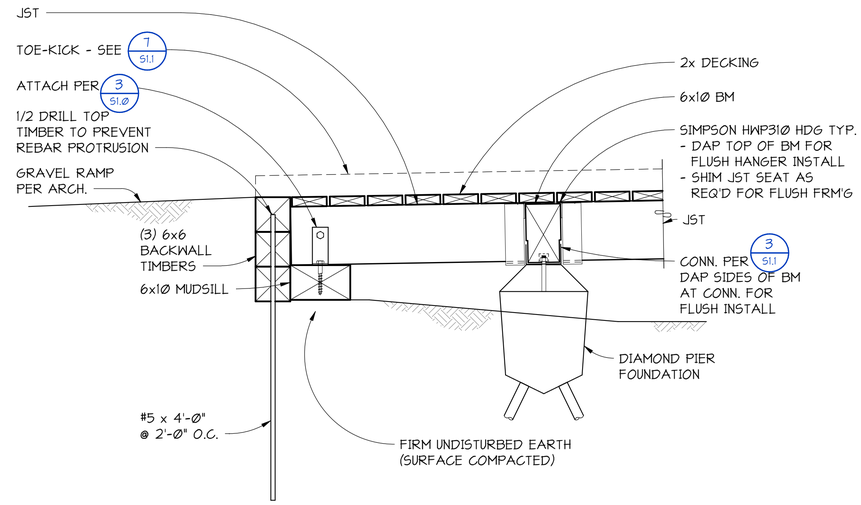


NORTH END

1 S1.1 DETAIL

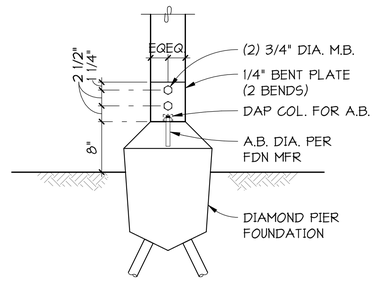
1" = 1'-0"



SOUTH END

2 S1.1 DETAIL

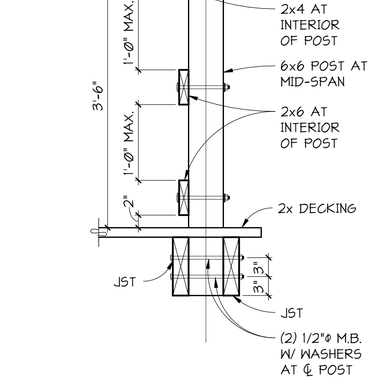
1" = 1'-0"



TYPICAL COLUMN BASE

3 S1.1 SECTION

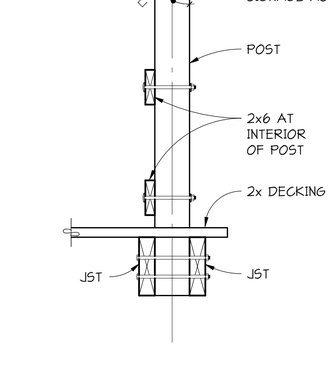
1" = 1'-0"



TYPICAL RAILING SECTION (INTERMEDIATE POSTS)

4 S1.1 SECTION

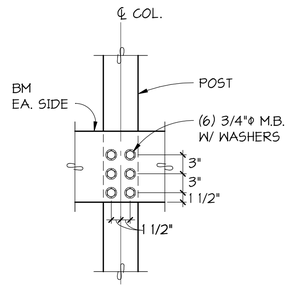
1" = 1'-0"



TYPICAL INTERPERATIVE SIGNAGE MOUNT

5 S1.1 SECTION

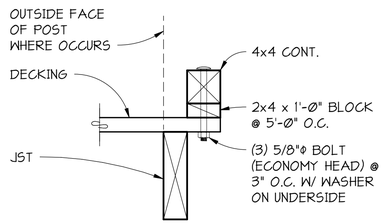
1" = 1'-0"



TYPICAL (2) 3x12 CONNECTION

6 S1.1 SECTION

1" = 1'-0"



TYPICAL TOE KICK DETAIL

7 S1.1 SECTION

NO SCALE

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TWO RIVERS BOARD WALK
FINLEY, BENTON COUNTY, WA

DETAILS

REVISIONS:

JOB NO.:	18072
DATE:	JUNE 9, 2023
SCALE:	As indicated
DESIGNED BY:	JMB
DRAWN BY:	RSC
CHECKED BY:	JMB

100% CONSTRUCTION DOCUMENTS

S1.1

NO. 6 OF 6

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Tacoma | 1250 Pacific Avenue, Suite 701 | Tacoma, WA 98402 | 253.383.2797
Portland | 101 SW Main Street, Suite 280 | Portland, OR 97204 | 503.232.3746

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STRUCTURAL CALCULATIONS

FOR

TWO RIVERS PARK BOARD WALK
FINLEY, BENTON COUNTY, WASHINGTON

PREPARED BY
PCS STRUCTURAL *SOLUTIONS*

JUNE 8, 2023
23-297

PCS Structural Solutions

Project: Two Rivers Park Boardwalk | Job Number: 23-297

Sheet: of | Name: JMB

Originating Office: Tacoma | Date: 2023-03-17

DESIGN CRITERIA CHECKLIST

CODE: IBC 2018, ASCE 7-16 | LOCATION: BENTON COUNTY, WA

RISK CATEGORY: II (Per ASCE 7-16 Table 1.5-1 & IBC Table 1604.5)

VERTICAL DESIGN CRITERIA

	DEAD	LIVE	PARTITION	CONCENTRATED
BOARDWALK:	15 PSF	100 PSF		

WIND DESIGN CRITERIA

BASIC WIND SPEED (V) =	101 MPH	(Per ASCE 7-16 Sec. 26.5.1, Fig. 26.5-1A; 1B; 1C & 1D, or as required by Bld'g Dept.)
EXPOSURE CATEGORY:	D	(Per ACSE 7-16 Section 26.7.3)
DIRECTIONALITY FACTOR (K_d):	0.85	(Per ASCE 7-16 Table 26.6-1)
GUST EFFECT FACTOR (G):	0.85	(Per ASCE 7-16 Section 26.11)
TOPOGRAPHIC FEATURE:	None	(See ASCE 7-16 Figure 26.8-1)
HILL HEIGHT (H):	100 FT	(See ASCE 7-16 Figure 26.8-1)
UPWIND DISTANCE TO HALF HILL (Lh):	100 FT	(See ASCE 7-16 Figure 26.8-1)
DISTANCE FROM CREST TO SITE (x):	100 FT	UPWIND (See ASCE 7-16 Figure 26.8-1)
MEAN ROOF HEIGHT:	0-15 FT	(See ASCE 7-16 Section 26.2 - Definitions)
ELEVATION:	0 FT	(See ASCE 7-16 Section 26.9)
ENCLOSURE CLASSIFICATION:	Enclosed	(See ASCE 7-16 Secion 26.2 & Table 26.13-1)
ROOF TYPE:	Monoslope	(See ASCE 7-16 Figure 27.3-1)
ROOF SLOPE (__:12):	0.00:12	(Enter vertical rise in 12 horizontal units) θ (degrees): 0.00

SEISMIC DESIGN CRITERIA

SITE CLASS:	D	(Per IBC Section 1613.2.2, Assumed as "D" or per Geotech.)
IMPORTANCE FACTOR (I_E):	1	(Per ASCE 7-16 Table 1.5-2)
STRUCTURAL SYSTEM (R):	1.5	(Per ASCE 7-16 Table 12.2-1)
OVERSTRENGTH FACTOR (Ω_o):	1.5	(Per ASCE 7-16 Table 12.2-1)

INFORMATION BELOW FROM APPLIED TECHNOLOGY COUNCIL (ATC) "HAZARDS BY LOCATION"

LATITUDE:	46.187	S_S =	0.408	F_a =	1.474
LONGITUDE:	-119.045	S_1 =	0.153	F_v =	2.293

DEFLECTION CRITERIA

FLOOR (LIVE):	L/ 480	ROOF (LIVE):	L/ 360
FLOOR (TOTAL):	L/ 360	ROOF (TOTAL):	L/ 240
WALLS:	L/ 360	SPECIAL:	L/

SOIL DESIGN CRITERIA

REPORT: NO

ASSUMED VALUES

BEARING:	1500 PSF
ACTIVE:	35 PCF
PASSIVE:	250 PCF
COEFFICIENT OF FRICTION:	0.35

MINIMUM FOOTING DIMENSIONS:

CONTINUOUS:	1'-4"
SPREAD:	1'-6"
FROST DEPTH:	1'-6"

PILE TYPE:	NONE
VERTICAL CAPACITY :	N/A
UPLIFT CAPACITY:	N/A

LATERAL CAPACITY:	N/A
SIZE:	N/A

MATERIALS

STRUCTURAL STEEL

Shapes & Plates	ASTM A36	f_y =	36 KSI

FRAMING LUMBER

Joists & Studs	WESTERN RED CEDAR #1			-
E =	1.00E+06 PSI			-
F_b =	725 PSI			-
F_v =	155 PSI			-
				-
Beams & Headers	WESTERN RED CEDAR #1			
E =	1.00E+06 PSI			
F_b =	975 PSI			
F_v =	140 PSI			
Posts & Timbers	WESTERN RED CEDAR #1	-		-
E =	1.00E+06 PSI	-		-
F_b =	875 PSI	-		-
F_v =	140 PSI			

PCS Structural Solutions

Project: Two Rivers Park Boardwalk | Job Number: 23-297

Sheet: _____ of _____ | Name: JMB

Originating Office: Tacoma | Date: 03-17-23

DESIGN CRITERIA - WIND

BASIC WIND SPEED (V):	101 MPH	MEAN ROOF HEIGHT:	15 FT
RISK CATEGORY:	II	GROUND ELEVATION FACTOR (Ke):	1.00
EXPOSURE CATEGORY:	D	ENCLOSURE CLASSIFICATION:	Enclosed
DIRECTIONALITY FACTOR (K_d):	0.85	ROOF TYPE:	Monoslope
GUST EFFECT FACTOR (G):	0.85	ROOF SLOPE (__:12):	0.0:12
		θ (degrees):	0.00

ROOF PRESSURES (Figure 27.3-1)

		External Pressures (q_h*(GC_p)):			Internal Pressures (±q_i*(GC_{pi}))
Wind Direction:	h/L:	Windward (Positive)	Windward (Negative)	Leeward	All Roofs
Normal to Ridge for θ ≥ 10°	≤0.25	N/A	N/A	N/A	4.1
	0.50	N/A	N/A	N/A	
	≥1.0	N/A	N/A	N/A	

			External Pressures (q*(GC_p)):		Internal Pressures (±q_i*(GC_{pi}))
	h/L:	Horizontal Distance from Windward Edge	Positive Pressure	Negative Pressure	All Roofs
Normal to Ridge for θ < 10° and Parallel to Ridge for All θ	≤0.5	0 to h	-3.5	-17.5	4.1
		h to 2h		-9.7	
		>2h		-5.8	
	≥1.0	0 to h/2	-3.5	-25.3	
		>h/2		-13.6	

ASCE 7-16 CHAPTER 27: WIND LOADS ON BUILDINGS: MWFRS (DIRECTIONAL PROCEDURE)
PART 1: ENCLOSED AND PARTIALLY ENCLOSED BUILDINGS OF ALL HEIGHTS
HORIZONTAL WALL PRESSURES (Figure 27.3-1)

Windward External Pressures (q_z*(GC_p)):			Leeward & Sidewall External Pressures (q_h*(GC_p)):			Internal Pressures (±q_i*(GC_{pi}))
Height Above Ground Level, z	K_{zt}	Windward wall	L/B:	Leeward wall	Sidewall	All walls
15	1.00	15.5	0-1	-9.7	-13.6	4.1
20	1.00	16.3	2	-5.8		
25	1.00	16.9	≥4	-3.9		
30	1.00	17.5				
40	1.00	18.4				
50	1.00	19.2				
60	1.00	19.8				
70	1.00	20.2				
80	1.00	20.8				
90	1.00	21.1				
100	1.00	21.6				
120	1.00	22.3				
140	1.00	22.9				
160	1.00	23.4				
180	1.00	23.8				
200	1.00	24.3				
250	1.00	25.4				
300	1.00	26.1				
350	1.00	26.9				
400	1.00	27.5				
450	1.00	28.1				
500	1.00	28.5				

NOTES:

1) Minimum Design Wind Loads (Per ASCE 7-16 27.1.5): The wind load used for design of the MWFRS shall not be less than 16 PSF multiplied by the wall area of the building, and 8 PSF multiplied by the roof area of the building projected on a vertical plane normal to the assumed wind direction. Wall and roof loads shall be applied simultaneously.

2) q_i has conservatively been taken equal to q_h

K_{ht} = 1.00

q_h = 22.9 PSF

PCS Structural Solutions

Project: Two Rivers Park Boardwalk | Job Number: 23-297

Sheet: _____ of _____ | Name: JMB

Originating Office: Tacoma | Date: 03-17-23

DESIGN CRITERIA - WIND

BASIC WIND SPEED (V):	101 MPH	MEAN ROOF HEIGHT:	15 FT
RISK CATEGORY:	II	GROUND ELEVATION FACTOR (Ke):	1.00
EXPOSURE CATEGORY:	D	ENCLOSURE CLASSIFICATION:	Enclosed
DIRECTIONALITY FACTOR (K_d):	0.85	ROOF TYPE:	Monoslope
GUST EFFECT FACTOR (G):	0.85	ROOF SLOPE (__:12):	0.0:12
		θ (degrees):	0.00

ASCE 7-16 CHAPTER 30: WIND LOADS: COMPONENTS AND CLADDING
PART 1: LOW-RISE BUILDINGS (h≤60 ft)

ROOF SURFACES

Effective Wind Area	POSITIVE PRESSURES	NEGATIVE PRESSURES					
	ZONE						
	ALL ZONES	1'	1	2	3	N/A	N/A
10 SF	16.0	-24.7	-43.0	-56.7	-77.3	N/A	N/A
20 SF	16.0	-24.7	-40.1	-53.1	-70.0	N/A	N/A
50 SF	16.0	-24.7	-36.4	-48.2	-60.3	N/A	N/A
100 SF	16.0	-24.7	-33.6	-44.6	-53.1	N/A	N/A

WALL SURFACES & ROOF OVERHANGS

Effective Wind Area	WALL ZONES				ROOF OVERHANG ZONES					
	POSITIVE PRESSURES		NEGATIVE PRESSURES		NEGATIVE PRESSURES					
	4	5	4	5	1'	1	2	3	N/A	N/A
10 SF	27.0	27.0	-29.3	-36.1	-38.9	-38.9	-52.6	-73.2	N/A	N/A
20 SF	25.8	25.8	-28.0	-33.7	-38.2	-38.2	-47.7	-64.7	N/A	N/A
50 SF	24.2	24.2	-26.4	-30.5	-37.3	-37.3	-41.3	-53.4	N/A	N/A
100 SF	22.9	22.9	-25.2	-28.0	-36.6	-36.6	-36.4	-44.9	N/A	N/A
500 SF	20.1	20.1	-22.4	-22.4	-35.0	-35.0	-25.2	-25.2	N/A	N/A

NOTES:

1) ASCE 7-16 30.2.2: Minimum Design Wind Loads: The design wind pressure for C&C of buildings shall not be less than a net pressure of 16 PSF acting in either direction normal to the surface.

2) q_i has conservatively been taken equal to q_h

K_{ht} = 1.00

q_h = 22.9 PSF

PCS Structural Solutions

Project: Two Rivers Park Boardwalk | Job Number: 23-297

Sheet: of | Name: JMB

Originating Office: Tacoma | Date: 03-17-23

DESIGN CRITERIA - SEISMIC

ASCE 7-16 SECTION 12.8 - EQUIVALENT LATERAL FORCE PROCEDURE

RISK CATEGORY:	II	LATITUDE:	46.187
SITE CLASS:	D	LONGITUDE:	-119.045
IMPORTANCE FACTOR (I_E):	1	S_S =	0.408
STRUCTURAL SYSTEM (R):	1.5	S_1 =	0.153
OVERSTRENGTH FACTOR (Ω_o):	1.5	F_a =	1.474
		F_v =	2.293

ASCE 7-16 SECTION 11.4 SEISMIC GROUND MOTION VALUES

Section 11.4.4 - Coefficients and Risk-Targeted Maximum Considered Earthquake (MCER) Spectral Response Acceleration Parameters

$S_{MS} = F_a*S_S$ = 0.601 $S_{M1} = F_v*S_1$ = 0.351

Section 11.4.5 - Design Spectral Response Acceleration Parameters

$S_{DS} = 2/3*S_{MS}$ = 0.401 $S_{D1} = 2/3*S_{M1}$ = 0.234

ASCE 7-16 SECTION 11.6 - SEISMIC DESIGN CATEGORY - SECTION 12.8.2 - PERIOD DETERMINATION

ASCE 7-16 TABLE 11.6-1			
SEISMIC DESIGN CATEGORY BASED ON S_{DS}			
	RISK CATEGORY:		
	I & II	III	IV
< 0.167g	A	A	A
< 0.33g	B	B	C
< 0.50g	C	C	D
>= 0.50g	D	D	D
	C		

ASCE 7-16 TABLE 11.6-2			
SEISMIC DESIGN CATEGORY BASED ON S_{D1}			
	RISK CATEGORY:		
	I & II	III	IV
< 0.067g	A	A	A
< 0.133g	B	B	C
< 0.20g	C	C	D
>= 0.20g	D	D	D
	D		

Each building and structure shall be assigned to the most severe Seismic Design Category in accordance with Table 11.6-1 or Table 11.6-2, irrespective of the fundamental period of vibration of the structure.

PERIOD DETERMINATION:	
C_t =	0.02
h_n =	5 FT
x =	0.75
$T_a = C_t*h_n^x$ =	0.067

ASCE 7-16 SECTION 12.8.1.1 - SEISMIC RESPONSE COEFFICIENT

GENERAL EQUATION:	$C_S = S_{DS}/(R/I)$ =	0.267	<--CONTROLS	EQ. 12.8-2
MAXIMUM:	CS = SD1/(T*(R/I)) =	2.332		EQ. 12.8-3
MINIMUM:	$C_S = 0.044*S_{DS}*I > 0.01$ =	0.018		EQ. 12.8-5
	For structures located where S1 > 0.6g			
	$C_S = 0.5*S_1/(R/I)$ =	0.000		EQ. 12.8-6

ASCE 7-16 SECTION 12.8.1 - SEISMIC BASE SHEAR

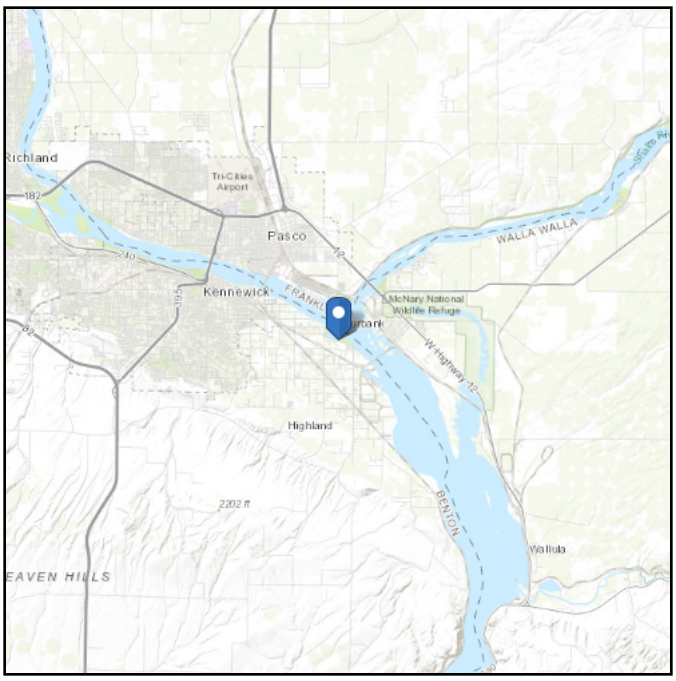
$V = C_S*W$ = **0.267*W**

W = the total dead load and applicable portion of other loads as indicated in Section 12.7.2

ASCE 7 Hazards Report

Address:
Two Rivers Park - Finley
,

Standard:	ASCE/SEI 7-16	**Latitude:**	46.18736
Risk Category:	II	**Longitude:**	-119.04473
Soil Class:	D - Default (see Section 11.4.3)	**Elevation:**	360.34888071423467 ft (NAVD 88)



Wind

Results:

Wind Speed	101 Vmph
10-year MRI	70 Vmph
25-year MRI	76 Vmph
50-year MRI	81 Vmph
100-year MRI	86 Vmph

Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2

Date Accessed: Fri Mar 17 2023

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.

Seismic

D - Default (see Section 11.4.3)

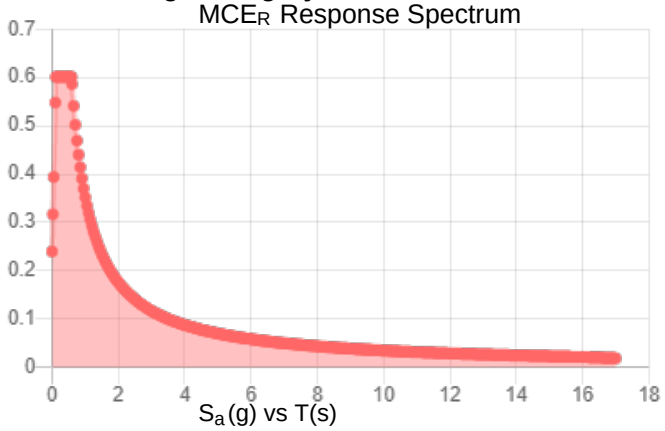
Site Soil Class:

Results:

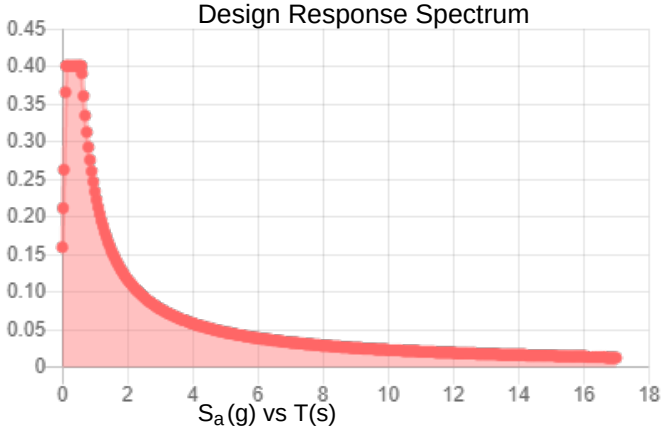
S_S :	0.408	S_{D1} :	0.234
S_1 :	0.153	T_L :	16
F_a :	1.474	PGA :	0.181
F_v :	2.293	PGA_M :	0.261
S_{MS} :	0.601	F_{PGA} :	1.437
S_{M1} :	0.352	I_e :	1
S_{DS} :	0.401	C_v :	0.972

Seismic Design Category: D

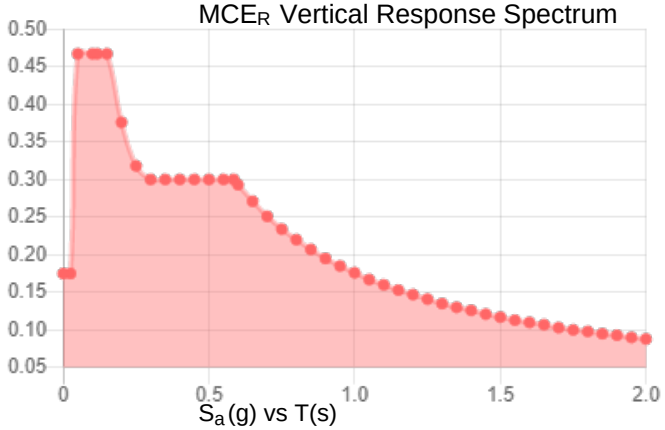
MCE_R Response Spectrum



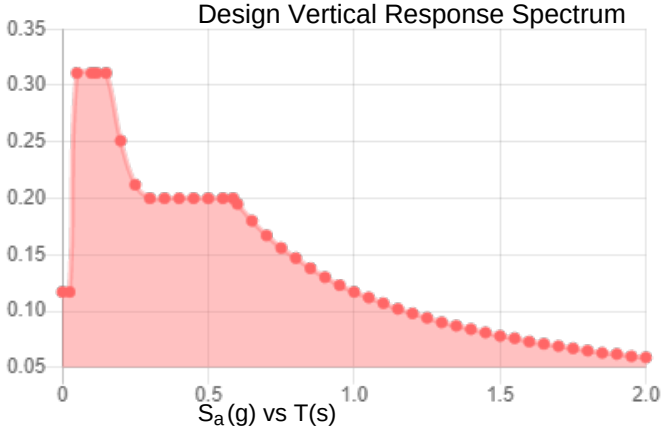
Design Response Spectrum



MCE_R Vertical Response Spectrum



Design Vertical Response Spectrum



Data Accessed: **Fri Mar 17 2023**

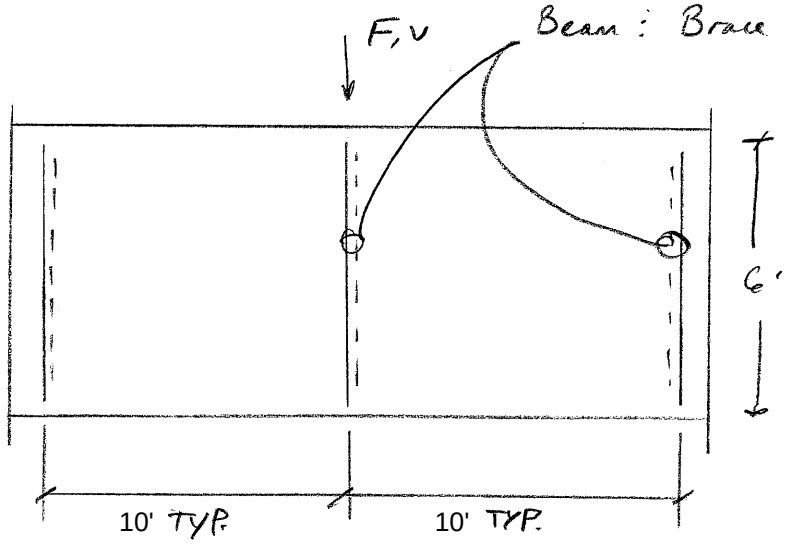
Date Source:

USGS Seismic Design Maps based on ASCE/SEI 7-16 and ASCE/SEI 7-16 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-16 Ch. 21 are available from USGS.

PCS Structural Solutions

Project: Two Rivers Park Boardwalk Job No: 23-297
Subject: Lateral Bracing Sheet 1/2 Name: JMB
Originating Office: ☐ Seattle ☒ Tacoma ☐ Portland Date: 2023-09-21

Boardwalk Lateral Forces



Assumed Wind Sail Area, Including Structure, Handrails, Signage, etc.

= 40 ft²
Trib to each Beam / Brace

- Per Design Criteria, Seismic Base Shear

$V_s = C_s W = 0.267 \cdot W = 0.267 \cdot 900\ lb = 240\ lb$ Seismic

$W = 15\ psf \cdot 10' \cdot 6'$ Trib $= 900\ lb$

- Consider Lateral Loads Generated by Occupants

Consider 30% of Live Load $\Rightarrow 0.3 \cdot 100\ psf = 30\ psf$ Traction

$V_{LL} = 30\ psf \times 10' \cdot 6'$ Trib $= 1800\ lb$ Occupant Lateral (Estimated Max)

Please note that this loading is not required by code, but is considered

- Wind, $q_z = 0.00256 K_z K_{zt} K_d K_e V^2 = 22.9\ psf$ (1.03, 1.0, 0.85, 1.0, 101²)

$F = q_z G C_f A_f$ (ASCE 7-16 29.4-1) {$G = 0.85$, $C_f = 2.0$ (Conservative)

$= 22.9\ psf \cdot 0.85 \cdot 2.0 \cdot A_f$

$= 39\ psf \cdot A_f$ (see above) $= 39\ psf \cdot 40\ ft^2 = 1560\ lb$ Wind

- $V_{seismic}$ = 240 lb · 0.7 (ASD) = 168 lb

  V_{LL} = 1800 lb · 1.0 = 1800 lb

  V_{wind} = 1560 lb · 0.6 = 936 lb

  Also Consider D + 0.75 L + 0.75 (0.6 W)

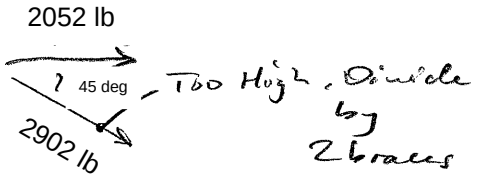
  = 0.75 · 1800 lb + 0.75 · (0.6 · 1560 lb)

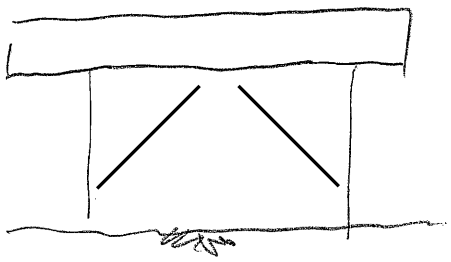
  = 2052 lb (Controls)

- Max Brace Angle, $\theta = \tan^{-1}\left(\frac{4'}{5'}\right) = 38° \rightarrow$ 45 deg

Brace Force = $\frac{2902 \text{ lb}}{2 \text{ braces}}$

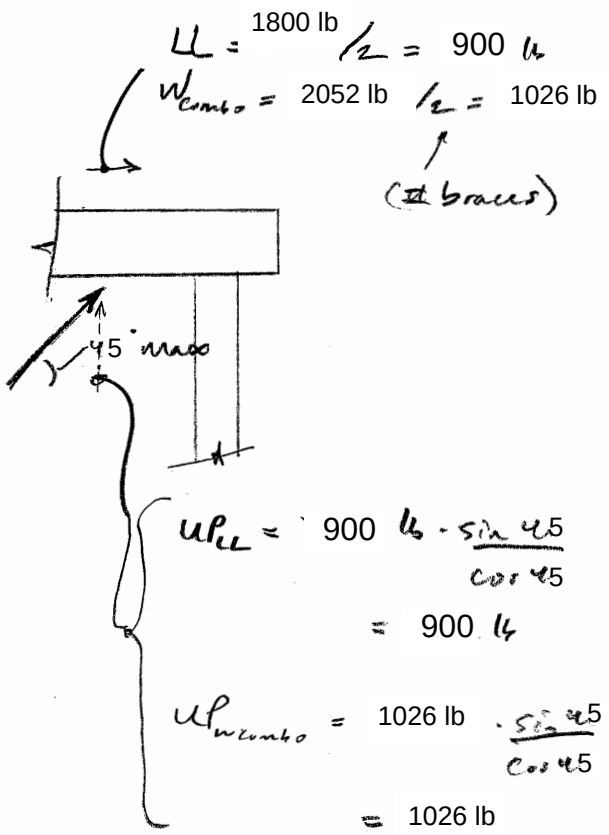
= 1451 lb max each brace





Brace Connections

-> See attached AWC Connection Calculations for Bolt Capacities



Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Column

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.21.10.4 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2021

DESCRIPTION: Typical Post

Code References

Calculations per NDS 2018, IBC 2018, CBC 2019, ASCE 7-16
Load Combinations Used : ASCE 7-16

General Information

Analysis Method	Allowable Stress Design				
End Fixities	Top & Bottom Pinned				
Overall Column Height	6 ft				
(Used for non-slender calculations)					
Wood Species	Western Cedars				
Wood Grade	No.1				
Fb +	875.0 psi	Fv	140.0 psi		
Fb -	875.0 psi	Ft	600.0 psi		
Fc - Prll	800.0 psi	Density	22.470 pcf		
Fc - Perp	425.0 psi				

E : Modulus of Elasticity . . .	x-x Bending	y-y Bending	Axial
Basic	1,000.0	1,000.0	1,000.0 ksi
Minimum	370.0	370.0	

Wood Section Name	**6x6**		
Wood Grading/Manuf.	Graded Lumber		
Wood Member Type	Sawn		
Exact Width	**5.50** in	Allow Stress Modification Factors	
Exact Depth	**5.50** in	Cf or Cv for Bending	1.0
Area	30.250 in^2	Cf or Cv for Compressio	1.0
Ix	76.255 in^4	Cf or Cv for Tension	1.0
Iy	76.255 in^4	Cm : Wet Use Factor	0.850
		Ct : Temperature Fact	1.0
		Cfu : Flat Use Factor	1.0
		Kf : Built-up columns	1.0 *NDS 15.3.2*
		Use Cr : Repetitive ?	No

Brace condition for deflection (buckling) along columns :
X-X (width) axis : Unbraced Length for buckling ABOUT Y-Y Axis = 6
Y-Y (depth) axis : Unbraced Length for buckling ABOUT X-X Axis = 6

Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Column self weight included : 28.322 lbs * Dead Load Factor
AXIAL LOADS . . .
Axial Load at 6.0 ft, Xecc = 1.0 in, Yecc = 1.0 in, D = 0.380, L = 2.50 k

DESIGN SUMMARY

Bending & Shear Check Results

PASS Max. Axial+Bending Stress Ratio = **0.3231 : 1**
Load Combination +D+L
Governing NDS Formula Cmap + Mxx + Myy, NDS Eq. 3.9-
Location of max.above base 5.960 ft
At maximum location values are .
Applied Axial 2.908 k
Applied Mx -0.2384 k-ft
Applied My -0.2384 k-ft
Fc : Allowable 575.24 psi

PASS Maximum Shear Stress Ratio = **0.01461 : 1**
Load Combination +D+L
Location of max.above base 6.0 ft
Applied Design Shear 1.983 psi
Allowable Shear 135.80 psi

Maximum SERVICE Lateral Load Reactions . .
Top along Y-Y 0.040 k Bottom along Y-Y 0.040 k
Top along X-X 0.040 k Bottom along X-X 0.040 k

Maximum SERVICE Load Lateral Deflections . . .
Along Y-Y -0.01564 in at 3.503 ft above base
for load combination : +D+L
Along X-X -0.01408 in at 3.503 ft above base
for load combination : +D+L

Other Factors used to calculate allowable stresses . . .

	Bending	Compression	Tension

Load Combination Results

Load Combination	C_D	C_P	Maximum Axial + Bending Stress Ratios: Stress Ratio	Status	Location	Maximum Shear Ratios: Stress Ratio	Status	Location
D Only	0.900	0.911	0.04168	PASS	5.960 ft	0.002141	PASS	6.0 ft
+D+L	1.000	0.899	0.3231	PASS	5.960 ft	0.01461	PASS	6.0 ft
+D+0.750L	1.250	0.867	0.1942	PASS	5.960 ft	0.009149	PASS	6.0 ft
+0.60D	1.600	0.819	0.01389	PASS	5.960 ft	0.000723	PASS	6.0 ft

Maximum Reactions

Note: Only non-zero reactions are listed.

Load Combination	X-X Axis Reaction k @ Base	@ Top	Y-Y Axis Reaction @ Base	@ Top	Axial Reaction @ Base	My - End Moments k-ft @ Base	@ Top	Mx - End Moments @ Base	@ Top
D Only	-0.005	0.005	-0.005	0.005	0.408				
+D+L	-0.040	0.040	-0.040	0.040	2.908				
+D+0.750L	-0.031	0.031	-0.031	0.031	2.283				

Structural Solutions

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Column

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.21.10.4 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2021

DESCRIPTION: Typical Post

Maximum Reactions

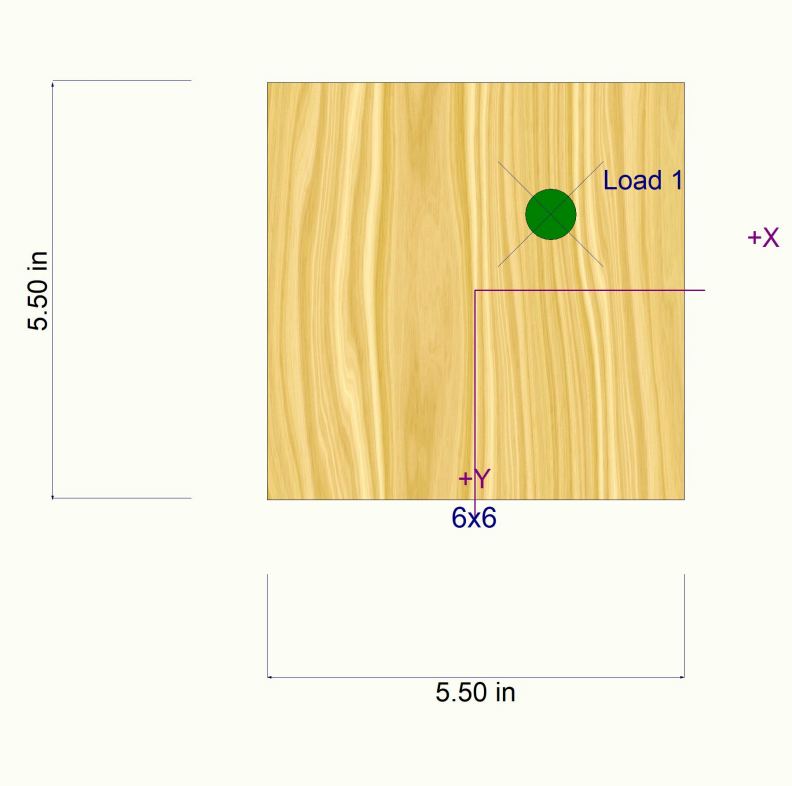
Note: Only non-zero reactions are listed.

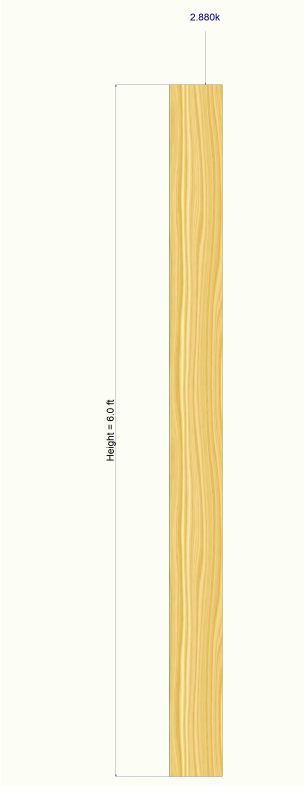
Load Combination	X-X Axis Reaction @ Base	@ Top	k	Y-Y Axis Reaction @ Base	@ Top	Axial Reaction @ Base	My - End Moments @ Base	@ Top	k-ft	Mx - End Moments @ Base	@ Top
+0.60D	-0.003	0.003		-0.003	0.003	0.245					
L Only	-0.035	0.035		-0.035	0.035	2.500					

Maximum Deflections for Load Combinations

Load Combination	Max. X-X Deflection	Distance	Max. Y-Y Deflection	Distance
D Only	-0.0019 in	3.503 ft	-0.002 in	3.503 ft
+D+L	-0.0141 in	3.503 ft	-0.016 in	3.503 ft
+D+0.750L	-0.0110 in	3.503 ft	-0.012 in	3.503 ft
+0.60D	-0.0011 in	3.503 ft	-0.001 in	3.503 ft
L Only	-0.0122 in	3.503 ft	-0.014 in	3.503 ft

Sketches





Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.23.05.01 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2023

DESCRIPTION: Typical Beam - (1/2 Loading for 2 Members)

CODE REFERENCES

Calculations per NDS 2018, IBC 2018, CBC 2019, ASCE 7-16
Load Combination Set : ASCE 7-16

Material Properties

Analysis Method : Allowable Stress Design
Load Combination : ASCE 7-16

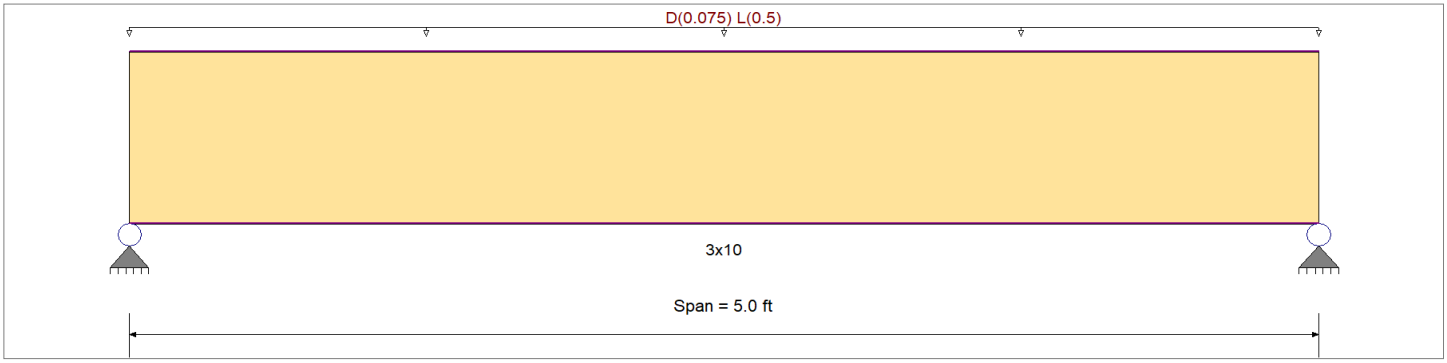
Wood Species : Western Cedars
Wood Grade : No.1

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	725.0 psi
Fb -	725.0 psi
Fc - Prll	825.0 psi
Fc - Perp	425.0 psi
Fv	155.0 psi
Ft	425.0 psi

E : Modulus of Elasticity

Ebend- xx	1,000.0 ksi
Eminbend - xx	370.0 ksi
Density	22.470 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight NOT internally calculated and added
Uniform Load : D = 0.0150, L = 0.10 ksf, Tributary Width = 5.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.892 : 1	Maximum Shear Stress Ratio	=	0.430 : 1
Section used for this span		3x10	Section used for this span		3x10
fb: Actual	=	604.82 psi	fv: Actual	=	64.66 psi
F'b	=	677.88 psi	F'v	=	150.35 psi
Load Combination		+D+L	Load Combination		+D+L
Location of maximum on span	=	2.500 ft	Location of maximum on span	=	0.000 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.048 in	Ratio =	1258	>=480	Span: 1 : L Only
Max Upward Transient Deflection	0 in	Ratio =	0	<480	n/a
Max Downward Total Deflection	0.055 in	Ratio =	1094	>=360	Span: 1 : +D+L
Max Upward Total Deflection	0 in	Ratio =	0	<360	n/a

Maximum Forces & Stresses for Load Combinations

Load Combination / Segment Length	Span #	Max Stress Ratios M	V	CD	CM	C_t	CLx	C_F	Cfu	C_i	C_r	Moment Values M	fb	F'b	Shear Values V	fv	F'v
D Only														0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.129	0.062	0.90	0.85	1.00	1.00	1.100	1.00	1.00	1.00	0.23	78.9	610.1	0.13	8.4	135.3
+D+L					0.85	1.00	1.00	1.100	1.00	1.00	1.00			0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.892	0.430	1.00	0.85	1.00	1.00	1.100	1.00	1.00	1.00	1.80	604.8	677.9	1.00	64.7	150.4
+D+0.750L					0.85	1.00	1.00	1.100	1.00	1.00	1.00			0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.559	0.269	1.25	0.85	1.00	1.00	1.100	1.00	1.00	1.00	1.41	473.3	847.3	0.78	50.6	187.9
+0.60D					0.85	1.00	1.00	1.100	1.00	1.00	1.00			0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.044	0.021	1.60	0.85	1.00	1.00	1.100	1.00	1.00	1.00	0.14	47.3	1,084.6	0.08	5.1	240.6

Structural Solutions

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.23.05.01 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2023

DESCRIPTION: Typical Beam - (1/2 Loading for 2 Members)

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+L	1	0.0548	2.518		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
Max Upward from all Load Conditions	1.438	1.438
Max Upward from Load Combinations	1.438	1.438
Max Upward from Load Cases	1.250	1.250
D Only	0.188	0.188
+D+L	1.438	1.438
+D+0.750L	1.125	1.125
+0.60D	0.113	0.113
L Only	1.250	1.250

Structural Solutions

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.23.05.01 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2023

DESCRIPTION: Typical Beam - (1/2 Loading for 2 Members) At Viewing Area

CODE REFERENCES

Calculations per NDS 2018, IBC 2018, CBC 2019, ASCE 7-16
Load Combination Set : ASCE 7-16

Material Properties

Analysis Method : Allowable Stress Design
Load Combination : ASCE 7-16

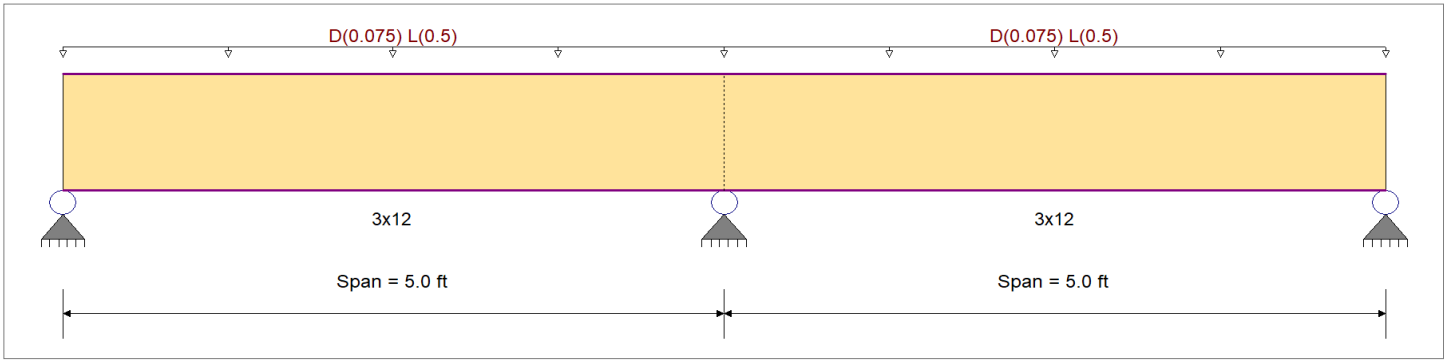
Wood Species : Western Cedars
Wood Grade : No.1

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	725.0 psi
Fb -	725.0 psi
Fc - Prll	825.0 psi
Fc - Perp	425.0 psi
Fv	155.0 psi
Ft	425.0 psi

E : Modulus of Elasticity

Ebend- xx	1,000.0 ksi
Eminbend - xx	370.0 ksi
Density	22.470 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight NOT internally calculated and added
Load for Span Number 1
Uniform Load : D = 0.0150, L = 0.10 ksf, Tributary Width = 5.0 ft
Load for Span Number 2
Uniform Load : D = 0.0150, L = 0.10 ksf, Tributary Width = 5.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.664 : 1	Maximum Shear Stress Ratio	=	0.449 : 1
Section used for this span		3x12	Section used for this span		3x12
fb: Actual	=	408.89 psi	fv: Actual	=	67.57 psi
F'b	=	616.25 psi	F'v	=	150.35 psi
Load Combination		+D+L	Load Combination		+D+L
Location of maximum on span	=	5.000 ft	Location of maximum on span	=	4.078 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.011 in	Ratio =	5418 >=480	Span: 2 : L Only
Max Upward Transient Deflection	0 in	Ratio =	0 <480	n/a
Max Downward Total Deflection	0.013 in	Ratio =	4711 >=360	Span: 2 : +D+L
Max Upward Total Deflection	0 in	Ratio =	0 <360	n/a

Maximum Forces & Stresses for Load Combinations

Load Combination / Segment Length	Span #	Max Stress Ratios M	V	CD	CM	C_t	CLx	C_F	Cfu	C_i	C_r	Moment Values M	fb	F'b	Shear Values V	fv	F'v
D Only														0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.096	0.065	0.90	0.85	1.00	1.00	1.000	1.00	1.00	1.00	0.23	53.3	554.6	0.17	8.8	135.3
Length = 5.0 ft	2	0.096	0.065	0.90	0.85	1.00	1.00	1.000	1.00	1.00	1.00	0.23	53.3	554.6	0.17	8.8	135.3
+D+L					0.85	1.00	1.00	1.000	1.00	1.00	1.00			0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.664	0.449	1.00	0.85	1.00	1.00	1.000	1.00	1.00	1.00	1.80	408.9	616.3	1.27	67.6	150.4
Length = 5.0 ft	2	0.664	0.449	1.00	0.85	1.00	1.00	1.000	1.00	1.00	1.00	1.80	408.9	616.3	1.27	67.6	150.4
+D+0.750L					0.85	1.00	1.00	1.000	1.00	1.00	1.00			0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.415	0.281	1.25	0.85	1.00	1.00	1.000	1.00	1.00	1.00	1.41	320.0	770.3	0.99	52.9	187.9

Structural Solutions

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.23.05.01 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2023

DESCRIPTION: Typical Beam - (1/2 Loading for 2 Members) At Viewing Area

Maximum Forces & Stresses for Load Combinations

Load Combination / Segment Length	Span #	Max Stress Ratios M	V	CD	CM	C_t	CLx	C_F	Cfu	C_i	C_r	Moment Values M	fb	F'b	Shear Values V	fv	F'v
Length = 5.0 ft	**2**	0.415	0.281	1.25	0.85	1.00	1.00	1.000	1.00	1.00	1.00	1.41	320.0	770.3	0.99	52.9	187.9
+0.60D					0.85	1.00	1.00	1.000	1.00	1.00	1.00			0.0	0.00	0.0	0.0
Length = 5.0 ft	**1**	0.032	0.022	1.60	0.85	1.00	1.00	1.000	1.00	1.00	1.00	0.14	32.0	986.0	0.10	5.3	240.6
Length = 5.0 ft	**2**	0.032	0.022	1.60	0.85	1.00	1.00	1.000	1.00	1.00	1.00	0.14	32.0	986.0	0.10	5.3	240.6

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+L	1	0.0127	2.123		0.0000	0.000
+D+L	2	0.0126	2.905		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2	Support 3
Max Upward from all Load Conditions	1.078	3.594	1.078
Max Upward from Load Combinations	1.078	3.594	1.078
Max Upward from Load Cases	0.938	3.125	0.938
D Only	0.141	0.469	0.141
+D+L	1.078	3.594	1.078
+D+0.750L	0.844	2.812	0.844
+0.60D	0.084	0.281	0.084
L Only	0.938	3.125	0.938

Structural Solutions

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.23.05.01 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2023

DESCRIPTION: North & South End Beam

CODE REFERENCES

Calculations per NDS 2018, IBC 2018, CBC 2019, ASCE 7-16
Load Combination Set : ASCE 7-16

Material Properties

Analysis Method : Allowable Stress Design
Load Combination : ASCE 7-16

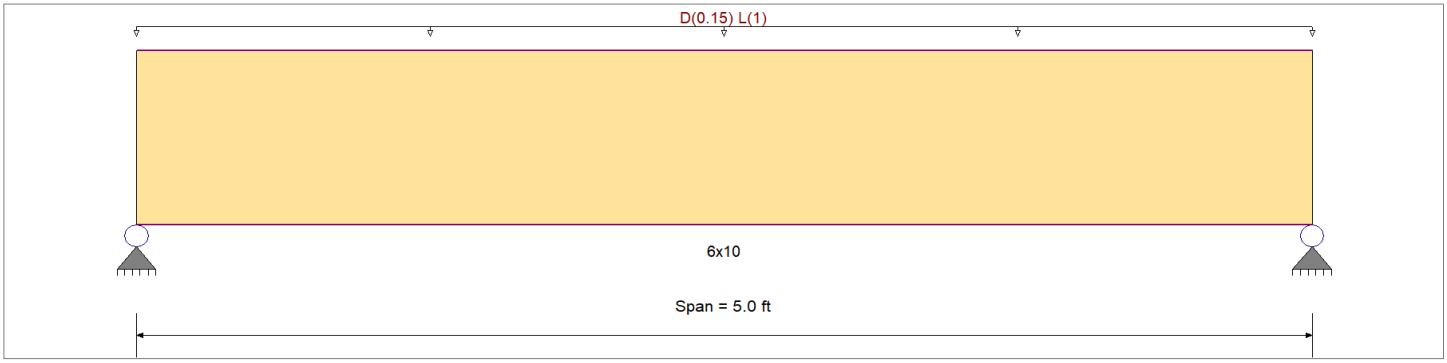
Wood Species : Western Cedars
Wood Grade : No.1

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	975.0 psi
Fb -	975.0 psi
Fc - Prll	725.0 psi
Fc - Perp	425.0 psi
Fv	140.0 psi
Ft	475.0 psi

E : Modulus of Elasticity

Ebend- xx	1,000.0 ksi
Eminbend - xx	370.0 ksi
Density	22.470 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight NOT internally calculated and added
Uniform Load : D = 0.0150, L = 0.10 ksf, Tributary Width = 10.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.629 : 1	Maximum Shear Stress Ratio	=	0.417 : 1
Section used for this span		6x10	Section used for this span		6x10
fb: Actual	=	521.28 psi	fv: Actual	=	56.63 psi
F'b	=	828.75 psi	F'v	=	135.80 psi
Load Combination		+D+L	Load Combination		+D+L
Location of maximum on span	=	2.500 ft	Location of maximum on span	=	0.000 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.040 in	Ratio =	1500 >=480	Span: 1 : L Only
Max Upward Transient Deflection	0 in	Ratio =	0 <480	n/a
Max Downward Total Deflection	0.046 in	Ratio =	1304 >=360	Span: 1 : +D+L
Max Upward Total Deflection	0 in	Ratio =	0 <360	n/a

Maximum Forces & Stresses for Load Combinations

Load Combination / Segment Length	Span #	Max Stress Ratios M	V	CD	CM	C_t	CLx	C_F	Cfu	C_i	C_r	Moment Values M	fb	F'b	Shear Values V	fv	F'v
D Only														0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.091	0.060	0.90	0.85	1.00	1.00	1.000	1.00	1.00	1.00	0.47	68.0	745.9	0.26	7.4	122.2
+D+L					0.85	1.00	1.00	1.000	1.00	1.00	1.00			0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.629	0.417	1.00	0.85	1.00	1.00	1.000	1.00	1.00	1.00	3.59	521.3	828.8	1.97	56.6	135.8
+D+0.750L					0.85	1.00	1.00	1.000	1.00	1.00	1.00			0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.394	0.261	1.25	0.85	1.00	1.00	1.000	1.00	1.00	1.00	2.81	408.0	1,035.9	1.54	44.3	169.8
+0.60D					0.85	1.00	1.00	1.000	1.00	1.00	1.00			0.0	0.00	0.0	0.0
Length = 5.0 ft	1	0.031	0.020	1.60	0.85	1.00	1.00	1.000	1.00	1.00	1.00	0.28	40.8	1,326.0	0.15	4.4	217.3

Structural Solutions

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.23.05.01 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2023

DESCRIPTION: North & South End Beam

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+L	1	0.0460	2.518		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
Max Upward from all Load Conditions	2.875	2.875
Max Upward from Load Combinations	2.875	2.875
Max Upward from Load Cases	2.500	2.500
D Only	0.375	0.375
+D+L	2.875	2.875
+D+0.750L	2.250	2.250
+0.60D	0.225	0.225
L Only	2.500	2.500

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.23.05.01 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2023

DESCRIPTION: Typical Joist

CODE REFERENCES

Calculations per NDS 2018, IBC 2018, CBC 2019, ASCE 7-16
Load Combination Set : ASCE 7-16

Material Properties

Analysis Method : Allowable Stress Design
Load Combination : ASCE 7-16

Wood Species : Western Cedars
Wood Grade : No.1

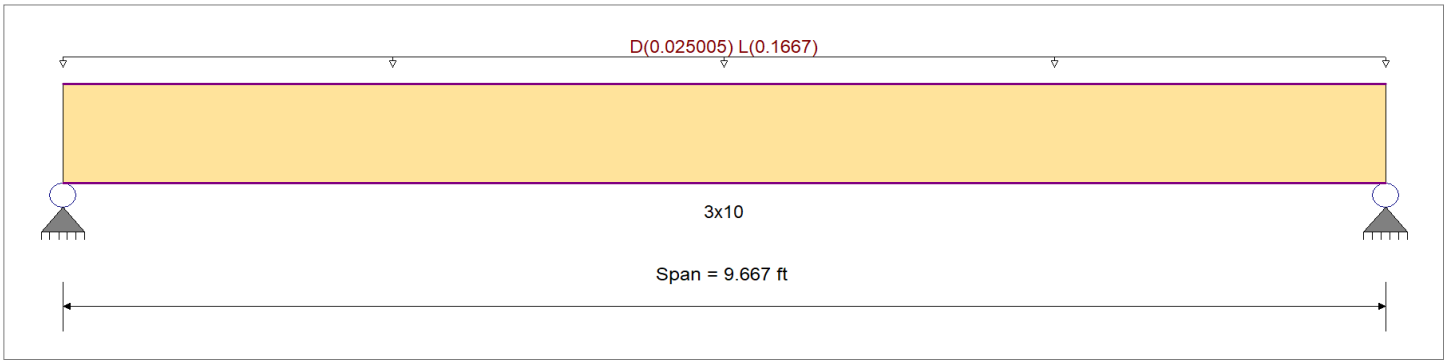
Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	725.0 psi
Fb -	725.0 psi
Fc - Prll	825.0 psi
Fc - Perp	425.0 psi
Fv	155.0 psi
Ft	425.0 psi

E : Modulus of Elasticity

Ebend- xx	1,000.0 ksi
Eminbend - xx	370.0 ksi
Density	22.470 pcf

Repetitive Member Stress Increase



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight NOT internally calculated and added
Uniform Load : D = 0.0150, L = 0.10 ksf, Tributary Width = 1.667 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.967 : 1	Maximum Shear Stress Ratio	=	0.338 : 1
Section used for this span		3x10	Section used for this span		3x10
fb: Actual	=	753.76 psi	fv: Actual	=	50.89 psi
F'b	=	779.56 psi	F'v	=	150.35 psi
Load Combination		+D+L	Load Combination		+D+L
Location of maximum on span	=	4.834 ft	Location of maximum on span	=	8.926 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.222 in	Ratio =	522 >=480	Span: 1 : L Only
Max Upward Transient Deflection	0 in	Ratio =	0 <480	n/a
Max Downward Total Deflection	0.255 in	Ratio =	454 >=360	Span: 1 : +D+L
Max Upward Total Deflection	0 in	Ratio =	0 <360	n/a

Maximum Forces & Stresses for Load Combinations

Load Combination / Segment Length	Span #	Max Stress Ratios M	V	CD	CM	C_t	CLx	C_F	Cfu	C_i	C_r	Moment Values M	fb	F'b	Shear Values V	fv	F'v
D Only														0.0	0.00	0.0	0.0
Length = 9.667 ft	1	0.140	0.049	0.90	0.85	1.00	1.00	1.100	1.00	1.00	1.15	0.29	98.3	701.6	0.10	6.6	135.3
+D+L					0.85	1.00	1.00	1.100	1.00	1.00	1.15			0.0	0.00	0.0	0.0
Length = 9.667 ft	1	0.967	0.338	1.00	0.85	1.00	1.00	1.100	1.00	1.00	1.15	2.24	753.8	779.6	0.78	50.9	150.4
+D+0.750L					0.85	1.00	1.00	1.100	1.00	1.00	1.15			0.0	0.00	0.0	0.0
Length = 9.667 ft	1	0.605	0.212	1.25	0.85	1.00	1.00	1.100	1.00	1.00	1.15	1.75	589.9	974.4	0.61	39.8	187.9
+0.60D					0.85	1.00	1.00	1.100	1.00	1.00	1.15			0.0	0.00	0.0	0.0
Length = 9.667 ft	1	0.047	0.017	1.60	0.85	1.00	1.00	1.100	1.00	1.00	1.15	0.18	59.0	1,247.3	0.06	4.0	240.6

Structural Solutions

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.23.05.01 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2023

DESCRIPTION: Typical Joist

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+L	1	0.2553	4.869		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
Max Upward from all Load Conditions	0.927	0.927
Max Upward from Load Combinations	0.927	0.927
Max Upward from Load Cases	0.806	0.806
D Only	0.121	0.121
+D+L	0.927	0.927
+D+0.750L	0.725	0.725
+0.60D	0.073	0.073
L Only	0.806	0.806

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.21.10.4 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2021

DESCRIPTION: Corner Beam Supporting Triangular Area at Viewing Area

CODE REFERENCES

Calculations per NDS 2018, IBC 2018, CBC 2019, ASCE 7-16
Load Combination Set : ASCE 7-16

Material Properties

Analysis Method : Allowable Stress Design
Load Combination : ASCE 7-16

Wood Species : Western Cedars
Wood Grade : No.1

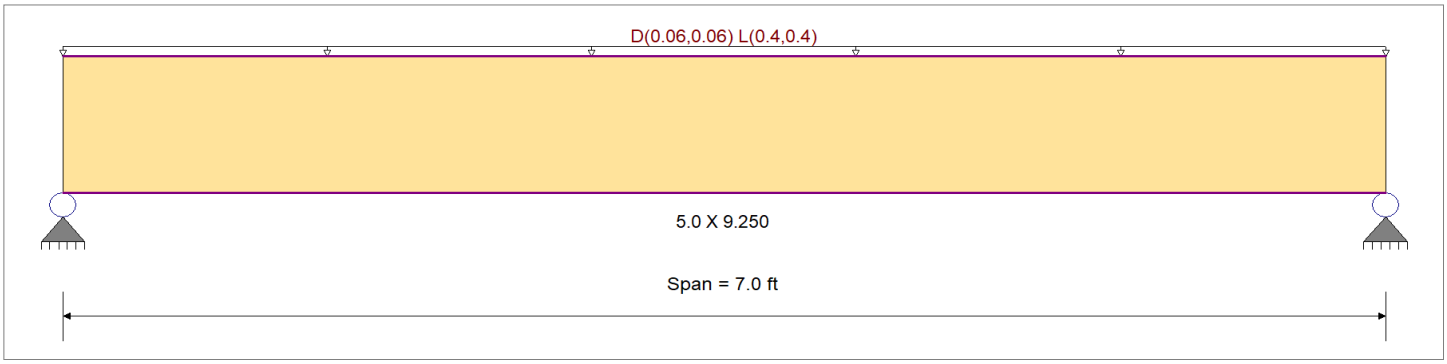
Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	725.0 psi
Fb -	725.0 psi
Fc - Prll	825.0 psi
Fc - Perp	425.0 psi
Fv	155.0 psi
Ft	425.0 psi

E : Modulus of Elasticity

Ebend- xx	1,000.0 ksi
Eminbend - xx	370.0 ksi
Density	22.470 pcf

Repetitive Member Stress Increase



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Load for Span Number 1
Varying Uniform Load : D= 0.0150->0.0150, L= 0.10->0.10 ksf, Extent = 0.0 -->> 7.0 ft, Trib Width = 4.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.553 : 1	Maximum Shear Stress Ratio	=	0.271 : 1
Section used for this span		5.0 X 9.250	Section used for this span		5.0 X 9.250
fb: Actual	=	474.18 psi	fv: Actual	=	40.78 psi
Fb: Allowable	=	857.51 psi	Fv: Allowable	=	150.35 psi
Load Combination		+D+L	Load Combination		+D+L
Location of maximum on span	=	3.500 ft	Location of maximum on span	=	6.234 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.073 in	Ratio =	1147 >=480	Span: 1 : L Only
Max Upward Transient Deflection	0 in	Ratio =	0 <480	n/a
Max Downward Total Deflection	0.084 in	Ratio =	997 >=360	Span: 1 : +D+L
Max Upward Total Deflection	0 in	Ratio =	0 <360	n/a

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios									Moment Values			Shear Values		
Segment Length	Span #	M	V	C_d	$C_{F/V}$	C_i	C_r	C_m	C_t	C_L	M	fb	F'b	V	fv	F'v
D Only													0.00	0.00	0.00	0.00
Length = 7.0 ft	1	0.080	0.039	0.90	1.100	1.00	1.15	0.85	1.00	1.00	0.37	61.85	771.76	0.16	5.32	135.32
+D+L					1.100	1.00	1.15	0.85	1.00	1.00			0.00	0.00	0.00	0.00
Length = 7.0 ft	1	0.553	0.271	1.00	1.100	1.00	1.15	0.85	1.00	1.00	2.82	474.18	857.51	1.26	40.78	150.35
+D+0.750L					1.100	1.00	1.15	0.85	1.00	1.00			0.00	0.00	0.00	0.00
Length = 7.0 ft	1	0.346	0.170	1.25	1.100	1.00	1.15	0.85	1.00	1.00	2.21	371.10	1071.89	0.98	31.92	187.94
+0.60D					1.100	1.00	1.15	0.85	1.00	1.00			0.00	0.00	0.00	0.00
Length = 7.0 ft	1	0.027	0.013	1.60	1.100	1.00	1.15	0.85	1.00	1.00	0.22	37.11	1372.02	0.10	3.19	240.56

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+D+L	1	0.0842	3.526		0.0000	0.000

Structural Solutions

Project Title: Two Rivers Park Boardwalk
Engineer: JMB
Project ID: 23297
Project Descr:

Wood Beam

Project File: 23297 calcs 2023-03-17 jmb.ec6

LIC# : KW-06014122, Build:20.21.10.4 PCS STRUCTURAL SOLUTIONS (c) ENERCALC INC 1983-2021

DESCRIPTION: Corner Beam Supporting Triangular Area at Viewing Area

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
Overall MAXimum	1.610	1.610
Overall MINimum	1.400	1.400
D Only	0.210	0.210
+D+L	1.610	1.610
+D+0.750L	1.260	1.260
+0.60D	0.126	0.126
L Only	1.400	1.400

PCS Structural Solutions

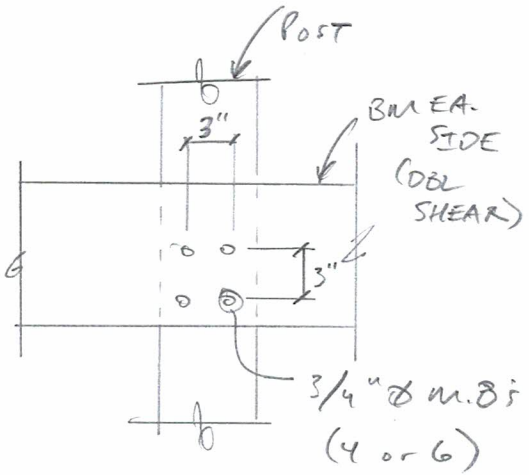
Project: Two Rivers Park Boardwalk Job No: 23-297

Subject: Connections Sheet 1/1 Name: JMB

Originating Office: ☐ Seattle ☒ Tacoma ☐ Portland Date: 2023-06-01

Bolted Beam Connection

- See AWC Connection Calculator Printouts Attached.
- Per Enercalc, Typical Vertical load = D+L = 0.19 + 1.25 k = 1.44 k



→ Per AWC. 3/4" ø M.B. = 827# Capacity

Bolts = 1.44 k / 0.827 k/bolt = 1.74 bolts ⇒ (4) ok TYP.

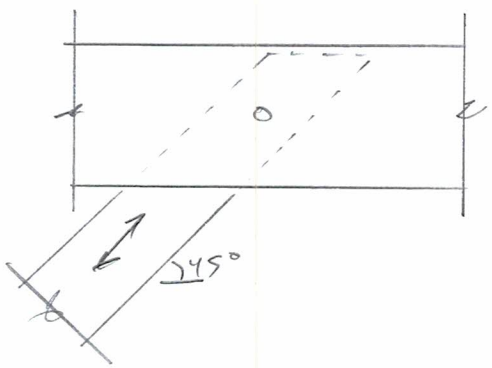
- At Viewing Area, there is a double span beam. Vertical Load = D+L = 0.47 k + 3.12 k = 3.59 k

Bolts = 3.59 k / 0.827 k/bolt = 4.3 bolts ⇒ (6) ok TYP.

Bolted Brace Connection

- Per AWC Connection Calculator Printout, Connection Capacity = 1079 lb (C_D = 1.0) = 1726 lb (C_D = 1.6)

> Max Bracing Forces ok



Design Method	Allowable Stress Design (ASD)
Connection Type	Lateral loading
Fastener Type	Bolt
Loading Scenario	Double Shear - Wood Main Member

Main Member Type	Western Cedars
Main Member Thickness	5.5 in.
Main Member: Angle of Load to Grain	0
Side Member Type	Western Cedars
Side Member Thickness	2.5 in.
Side Member: Angle of Load to Grain	90
Fastener Diameter	3/4 in.
Load Duration Factor	C_D = 1.0
Wet Service Factor	C_M = 0.7
Temperature Factor	C_t = 1.0

Connection Yield Modes

Im	2339 lbs.
Is	840 lbs.
IIIs	827 lbs.
IV	1155 lbs.

Adjusted ASD Capacity	**827 lbs.**

- Bolt bending yield strength of 45,000 psi is assumed.
- The Adjusted ASD Capacity is only applicable for bolts with adequate end distance, edge distance and spacing per NDS chapter 11.

While every effort has been made to insure the accuracy of the information presented, and special effort has been made to assure that the information reflects the state-of-the-art, neither the American Wood Council nor its members assume any responsibility for any particular design prepared from this on-line Connection Calculator. Those using this on-line Connection Calculator assume all liability from its use.

The Connection Calculator was designed and created by Cameron Knudson, Michael Dodson and David Pollock at Washington State University. Support for development of the Connection Calculator was provided by American Wood Council.

Design Method	Allowable Stress Design (ASD)
Connection Type	Lateral loading
Fastener Type	Bolt
Loading Scenario	Double Shear - Wood Main Member

Main Member Type	Western Cedars
Main Member Thickness	5.5 in.
Main Member: Angle of Load to Grain	0
Side Member Type	Western Cedars
Side Member Thickness	2.5 in.
Side Member: Angle of Load to Grain	45
Fastener Diameter	3/4 in.
Load Duration Factor	C_D = 1.0
Wet Service Factor	C_M = 0.7
Temperature Factor	C_t = 1.0

Connection Yield Modes

Im	2599 lbs.
Is	1338 lbs.
IIIs	1079 lbs.
IV	1450 lbs.

Adjusted ASD Capacity	**1079 lbs.**

- Bolt bending yield strength of 45,000 psi is assumed.
- The Adjusted ASD Capacity is only applicable for bolts with adequate end distance, edge distance and spacing per NDS chapter 11.

While every effort has been made to insure the accuracy of the information presented, and special effort has been made to assure that the information reflects the state-of-the-art, neither the American Wood Council nor its members assume any responsibility for any particular design prepared from this on-line Connection Calculator. Those using this on-line Connection Calculator assume all liability from its use.

The Connection Calculator was designed and created by Cameron Knudson, Michael Dodson and David Pollock at Washington State University. Support for development of the Connection Calculator was provided by American Wood Council.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Authorization for County Administrator to Proceed with Advertisement, Bid, Award, Contract Execution, and Construction of the Red Mountain Access Road Construction Project
Presenter:	N/A
Prepared By:	N/A
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 is currently in the final design phase of the new access road for the new emergency communication tower on the summit of Red Mountain, and there is a need to expedite the new access road's bidding, contracting, and construction phase.

County Administration is requesting that the Board of County Commissioners authorize the County Administrator or his written designee to proceed with the advertisement, bid, award, and execute contract for the new access road project.

Fiscal Impact

Amount: Estimated $1.5 Million

Fund: Public Safety Sales Tax Fund

Recommendation

The Board of Benton County Commissioners authorizes the County Administrator or his written designee to proceed with the advertisement, bid, award, and execute the contract for the new access road project.

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 COUNTY ADMINISTRATOR TO PROCEED TO ADVERTISE, BID, AWARD, AND EXECUTE CONTRACT FOR THE RED MOUNTAIN ACCESS ROAD CONSTRUCTION PROJECT

WHEREAS, Benton County is currently in the final design phase of the new access road for the new emergency communication tower on the summit of Red Mountain; and

WHEREAS, there is a need to expedite the bidding, contracting, and construction phase of the new access road; and

WHEREAS, County Administration is requesting that the Board of County Commissioners authorize the County Administrator or his written designee to proceed with the advertisement, bid, award, and executing contract for the new access road project; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners authorizes the County Administrator or his written designee to proceed with the advertisement, bid, award, and executing contract for the CB 22-16 Red Mountain Access Road Project; and

BE IT FURTHER RESOLVED, the final contract will be brought back to the Board of County Commissioners for ratification once the final contract has been executed.

Dated this 12th day of September, 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: Purchasing Dept. P. Schut
cc:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Execute contract with Walla Water, Inc. dba Overhead Door Company of Tri-Cities for the replacement of garage door panels at the Fleet Maintenance Facility
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

Four (4) garage door panels have been damaged at the Fleet Maintenance Facility and are in need of replacement. The Fleet manager utilized the MRSC roster and selected five (5) vendors and contacted them to provide a quote to replace the garage door panels. The only response we received was from Walla Water, Inc. dba Overhead Door Company of Tri-Cities in the amount of $5,637.69 plus an additional $80.00 in filing fees to the Department of Labor and Industries for a total contract amount of $5,717.69

The Director of Operation and Capital Programs recommends entering into a contract with Walla Water, Inc. dba Overhead Door Company of Tri-Cities in an amount not to exceed $5,717.69 excluding WSST and shall terminate on December 31, 2023. A contract has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney for the Civil Division, and has been executed by Walla Water, Inc. dba Overhead Door Company of Tri-Cities.

Fiscal Impact

Amount: $5,717.69

Fund: ERR Fund

Recommendation

It is recommended by the Director of Operations and Capital Programs that the Board approve and sign the contract with Walla Water, Inc. dba Overhead Door Company of Tri-Cities for the replacement of four (4) garage door panels at the Fleet Maintenance Facility in an amount not to exceed $5,717.69 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 THE CHAIRMAN TO SIGN THE CONTRACT WITH WALLA WATER, INC. dba OVERHEAD DOOR COMPANY OF TRI-CITIES FOR THE REPLACEMENT OF GARAGE DOOR PANELS AT THE FLEET MAINTENANCE FACILITY

WHEREAS, four (4) garage door panels at the Fleet Maintenance Facility have been damaged and are in need of replacement; and

WHEREAS, the Fleet Manager utilized the MRSC vendor roster and selected five (5) companies to provide a quote to replace the garage door panels; and

WHEREAS, Walla Water, Inc. dba Overhead Door of Tri-Cities was the only vendor to respond; and

WHEREAS, the Director of Operations and Capital Programs recommends entering into a contract with Walla Water, Inc., dba Overhead Door of Tri-Cities in an amount not to exceed $5,637.69 plus $80.00 in filing fees to the Department of Labor and Industries for a total contract amount of $5,717.69 excluding WSST; and

WHEREAS, the departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of $5,717.69 excluding Washington State Sales Tax has been executed by Walla Water, Inc. dba Overhead Door Company of Tri-Cities; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the contract to Walla Water, Inc. dba Overhead Door Company of Tri-Cities, in the amount of $5,717.69 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Director of Operations and Capital Programs is hereby authorized to proceed with the replacement of four (4) garage door panels at the Fleet Maintenance Facility according to the terms of the contract; and

BE IT FURTHER RESOLVED, the contract expires December 31, 2023.

Dated this 12th day of September, 2023.

_____
Chairman

_____
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, Fleet, Overhead Door

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BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY,** a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **WALLA WALLA WATER, INC. dba OVERHEAD DOOR COMPANY OF TRI-CITIES,** a corporation organized under the laws of the State of Washington with its principal offices at 7400 W. Arrowhead Ave. Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work and Fees and
b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 31, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide replacement and installation of four (4) damaged overhead door panels at the Benton County Fleet Maintenance Facility. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work and Fees", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in

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conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Tyler Lowe
Address:	7400 W. Arrowhead Ave. Kennewick, WA 99336
Phone:	(509) 946-3667
Email:	odctyler@yahoo.com

b. For COUNTY:

Name:	Robert Blain
Address:	7122 W. Okanogan Place, Bldg. E Kennewick, WA 99336
Phone:	(509) 736-2704
Email:	procurement@co.benton.wa.us

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5. COMPENSATION

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

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed five thousand six hundred thirty seven dollars and sixty nine cents ($5,637.69, excluding W.S.S.T.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first

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invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

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

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

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COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

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c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract,

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident

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for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

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

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in

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force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written

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notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

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

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

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this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is

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attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. 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 County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

19. NONDISCRIMINATION

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

20. DISPUTES

Disputes over the CONTRACTOR’s performance shall be promptly

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

21. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

22. 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.

23. NOTICES

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

24. SEVERABILITY

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

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of

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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.

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

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

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold;

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and the Public Records Act.

28. CONFIDENTIALITY

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

29. Signatures in Counterpart.

By signing below, the Parties consent to conduct this transaction by electronic means, and expressly agree that this Agreement can be signed in counterpart via original or electronic signature. The Parties further agree that a copy of the fully executed Agreement shall have the same force and effect as the original.

- This section was intentionally left blank -

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

Date:_____

BENTON COUNTY

Will McKay, Chairman
Benton County Board of County Commissioners

Approved as to Form:

DocuSigned by:
LeeAnn Holt 8/22/2023
D9A9308B67BB475...
LeeAnn Holt, Civil Deputy Prosecuting Attorney

Date: 8/30/2023

WALLA WATER INC., DBA OVERHEAD DOOR COMPANY TRI-CITIES

DocuSigned by:
Mckenzie Lovelace
D251C985B7124A2...
Signature

President
Title:

McKenzie Lovelace
PRINTED NAME

DocuSign Envelope ID: C3B91308-DAB4-491A-BCA2-B4C365C024C0

EXHIBIT A

DocuSign Envelope ID: C3B91308-DAB4-491A-BCA2-B4C365C024C0

Overhead Door Company of Tri-Cities, WA

7400 W Arrowhead Ave
Kennewick, WA 99336-1122

Contact: Tyler Lowe
Phone: +15099463667
Email: odctyler@yahoo.com

This proposal is valid till Saturday, September 9, 2023 Quote: SQOZ003640-1 | Created: 8/10/2023 12:06 PM

Job: Benton County Fleet Services

	Item	Qty	Unit (USD)	Extended (USD)
1	**Replacement Sections (Bottom, Intermediate, Glass)**	1	$5,637.69	$5,637.69
	Details: Replacement Sections (Bottom, Intermediate, Glass), Labor to install			

Furnish and Install (USD): $5,637.69

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Seller): _____ Date: _____

Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

Purchase Order: _____

DocuSign Envelope ID: C3B91308-DAB4-491A-BCA2-B4C365C024C0

EXHIBIT B

DocuSign Envelope ID: C3B91308-DAB4-491A-BCA2-B4C365C024C0

EXHIBIT B

State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm

The publication date to use is August 10, 2023.

The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Public Works Department, 620 Market Street, Prosser, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Public Works Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at publicworks@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Authorization to purchase traffic message boards from Intermountain Sign & Safety of Rathdrum, ID
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Clayton Rawlings & Procurement

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

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

Summary / Background Information

The Public Works Department has a need for two (2) message boards to communicate with the public on traffic delays, detours, and other information during construction projects. Quotes for furnishing traffic message boards were solicited from twenty-two (22) vendors utilizing the MRSC Roster process. Five (5) quotes were received in the amounts below:

INTERMOUNTAIN SIGN SAFETY, INC. Rathdrum, ID	$45,210.00
NATIONAL BARRICADE & SIGN CO. Spokane Valley, Washington	$47,728.00
CORAL SALES CO. Portland, OR	(non-responsive bid)
GRANITE CONSTRUCTION SUPPLY SIGN SHOP Everett, WA	(non-responsive bid)
CESSCO Portland, OR	(non-responsive bid)

Three (3) of the five (5) quotes received were considered non-responsive as they were missing items requested in the RFP. The Public Works Manager recommends awarding the purchase to Intermountain Sign & Safety, Inc. as they were the lowest responsive bid.

In accordance with the Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures, all equipment will be managed and maintained by ER&R.

Fiscal Impact

Amount: $45,210.00 excluding WSST

Fund: Road Fund

Recommendation

Approve the purchase of two (2) Message Boards for use by the Benton County Public Works Department from Intermountain Sign & Safety, Inc. Rathdrum, ID in the amount of $45,210.00 excluding WSST and place the message boards 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 AUTHORIZATION TO PURCHASE TWO TRAFFIC MESSAGE BOARDS FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT FROM INTERMOUNTAIN SIGN & SAFETY, INC., RATHDRUM, ID

WHEREAS, per the Benton County Procurement, Leasing and Contracting Policy, County departments are required to obtain quotes for purchases under $50,000.00 from at least three (3) vendors on the vendor list unless the product is such that it is not reasonable to obtain three quotes and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the Public Works Department uses traffic message boards to inform the public on traffic delays, detours and other information during maintenance of County roads; and

WHEREAS, quotes for furnishing two (2) traffic message boards were solicited from twenty-two (22) vendors utilizing the MRSC Roster process; and

WHEREAS, five (5) quotes were received in the amounts below and are as set forth below:

INTERMOUNTAIN SIGN & SAFETY, INC. Rathdrum, ID	$45,210.00
NATIONAL BARRICADE & SIGN CO. Spokane Valley, Washington	$47,728.00
CORAL SALES CO. Portland, OR	(non-responsive bid)
GRANITE CONSTRUCTION SUPPLY SIGN SHOP Everett, WA	(non-responsive bid)
CESSCO Portland, OR	(non-responsive bid)

WHEREAS, three (3) of the five (5) quotes received were considered non responsive as they were missing items requested in the RFP and Intermountain Sign & Safety, Inc. was the lowest responsive bidder; and

WHEREAS, the Public Works Manager has reviewed the quotes for completeness and recommends the purchase of two (2) traffic message boards from Intermountain Sign & Safety, Inc., of Rathdrum, ID; and

WHEREAS, in accordance with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures*, all equipment purchased will be managed and maintained by ER&R; **NOW, THEREFORE**

Orig.: Purchasing Dept. D. Hope
cc: Auditor, Intermountain

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the purchase of traffic message boards for use by the Benton County Public Works Department from Intermountain Sign & Safety, Inc., Rathdrum, ID in the amount of $45,210.00 excluding WSST; and

BE IT FURTHER RESOLVED, the equipment will be managed and maintained by ER&R and placed in the ER&R replacement program pursuant to Res. #2019-927.

Dated this 12th day of September 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Purchasing Dept. D. Hope
cc: Auditor, Intermountain

PROJECT:	Message Boards Round 2	Coral Sales Co.	Cessco	Intermoutain Sign & Safety	Granite Construction Supply	National Barricade & Sign
LOCATION:	BENTON COUNTY	P.O. Box 22385	926 5TH Ave. S	22515 HWY 53 W	1525 E Marine View Dr.	6602 E. Main Ave.
DATE:	August 11, 2023 11:00 a.m.	Portland, OR 97269	Kent, WA 98032	Rathdrum, ID 83858	Everett, WA 98201	Spokane Valley, WA 99212
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Display Size 75" x 138"	NO	YES	YES	YES	YES
2	Full Matrix Display, 18" default font & Full Range MUTCD Graphics	NO	YES	YES	YES	YES
3	170 watt or better solar	YES	NO	YES	YES	YES
4	Combo hitich for 3" & 2" ball	NO	NO	YES	YES	YES
5	Four 6 volt deep cycle batteries	NO	YES	YES	NO	YES
6	6v secured battery box with puck locks & charger	NO	NO	YES	NO	YES
7	Compass	NO	NO	YES	YES	YES
8	Radar & Traffic Data Classifier	NO	NO	YES	YES	YES
9	Galvanized Frame	NO	NO	YES	YES	YES
10	Orange Powder Coat Finish	NO	NO	NO	NO	NO
11	Estimated Lead Time	4 Weeks	none listed	4-5 Weeks	4-6 Weeks	3-4 Weeks
12	Training Included	YES	NO	NO	NO	YES
13	Warranty	NO	NO	NO	NO	5 Year
14	Product Subtotal			$ 43,810.00		$ 44,678.00
15	Freight Charge (if Any)			$ 1,400.00		$ 3,050.00
16	Sales Tax					
	TOTAL	**Non-Responsive bidder**	**Non-Responsive Bidder**	**$ 45,210.00**	**Non-Responsive Bidder**	**$ 47,728.00**

*There is a mathmatical error on the quote provided

Inter Mountain Sign & Safety

22515 HWY 53 W
Rathdrum, ID. 83858
208-773-3119

Quotation Only

Shipping Instructions	Lead Time	4-5 weeks	Quote #	SQ100572375
Client MUST have loading dock or forklift with 8' forks in order to offload equipment.	Terms	Net 30	Date	08/02/2023
			Expiration	08/16/2023

Notes
BENTON CO. RD.

Part #	Description	Qty	Price	Total
WTMMB(A)	Wanco Full Size Matrix Message Board with Hydraulic Lift (Display Size: 75" x 138") Full matrix display • 18" default font size, variable font sizes, full range of MUTCD graphics • One 130-watt solar panel • Four 6 volt Deep Cycle batteries, 400 Ah total capacity • 15 amp charger • Telescoping hydraulic tower with 360-degree rotation • Internal Touch-screen Sign Controller • Orange powder-coat finish • 2" Ball hitch • Removable draw bar • Galvanized swivel base and tower • High Density Polyethylene Fenders	**2**	**$18,500.00**	**$37,000.00**
Radar + Traffic Data Classifier (Upgrade)	*Wanco Traffic Data Classifier System side fire radar ased nonintrusive with Wanco Traffc Analyzer Software Includes Approachonly K band speed radar Upgraded to 170W solar array same batteries and charger as on basic trailers*	**2**	**$1,990.00**	**$3,980.00**
Galvanized Frame (Upgrade)	*Galvanized Trailer Frame (Significantly Improves Corrosion Resistance)*	**2**	**$535.00**	**$1,070.00**
Security - Four - 6V Battery Box (Upgrade)	*Wanco Security Battery Box with Puck Locks Four 6VDC Flooded Batteries 430 Ah total capacity 15 amp Battery Charger*	**2**	**$310.00**	**$620.00**
Wanco Elec Compass (Upgrade)	*Wanco Electronic compass, see position of message sign through Wanco Fleet Manager*	**2**	**$270.00**	**$540.00**
Combo - Hitch (Upgrade)	*Combo hitch for 3.0 inch pintle hook and 2 inch ball hitch replaces standard 2 hitch*	**2**	**$300.00**	**$600.00**

Justin Hunter
Sales

Product Subtotal	$37,000.00
Options Subtotal	$6,810.00
Sales Tax ADD if Applicable	$0.00
Freight	$1,400.00
Total	$46,110.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Acceptance of work performed by Booth & Sons Construction, Inc. for the Moderate Risk Waste Facility Retrofit project
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

The County entered into a contract with Booth & Sons Construction, Inc. for the CB21-07 – Moderate Risk Waste Facility Retrofit Project on January 25, 2022 (Res. 2022-079).

The total amount of the contract including change orders was $1,079,119.20 but was under budget by $0.54 for a new contract amount of $1,079,118.66.

Booth & Sons Construction, Inc. has completed all work required under the contract. The project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends that the Board formally accept Booth & Sons Construction, Inc.'s work on the Moderate Risk Waste Facility Retrofit Project as complete and release retainage held.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY BOOTH AND SONS CONSTRUCTION, INC. UNDER CONTRACT FOR CB21-07 MODERATE RISK WASTE FACILITY RETROFIT PROJECT

WHEREAS, on January 25, 2022, the Board of County Commissioners entered into a contract with Booth and Sons Construction, Inc. of Richland, Washington (Resolution 2022-079) for CB21-07 Moderate Risk Waste Facility Retrofit Project; and

WHEREAS, the total amount of the contract including change orders was $1,079,119.20 and the project came in under budget by $0.54 for a new contract amount of $1,079,118.66; and

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

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

WHEREAS, this project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the applicable project specifications and drawings; and

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

BE IT RESOLVED, that the total contract amount is decreased by $0.54 resulting in a total contract amount of $1,079,118.66; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners concurs with the Director of Operations and Capital Programs' recommendation and hereby accepts the work performed by Booth and Sons Construction, Inc. under contract for CB21-07 Moderate Risk Waste Facility Retrofit Project as being completed and in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board hereby authorizes release of retainage in the amount of $53,955.93.

Dated this 12th day of September 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Procurement

D. Hope

Employment Security Department
WASHINGTON STATE

May 22, 2023

ESD# 000162773008
UBI# 602122342000

BOOTH & SONS CONSTRUCTION INC
PO BOX 608
RICHLAND,WA-99352

BENTON COUNTY

Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description Moderate Risk Waste Facility Retrofit
Contract number CB21-07

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

If we may be of further assistance, please call (360) 890-3499 or email publicworks@esd.wa.gov

EMPLOYMENT SECURITY DEPARTMENT

STATE OF WASHINGTON

DEPARTMENT OF LABOR AND INDUSTRIES

PO Box 44274 Olympia, Washington 98504-4274

August 03, 2023

BENTON COUNTY
PO BOX 470
PROSSER WA 99350

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **MODERATE RISK WASTE FACILITY RETROFIT**, **Contract CB21-07**, **Affidavit 1175601** to the following contractor:

BOOTH & SONS CONSTRUCTION INC	1707000	602 122 342

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of WagesPaid* forms have been filed

Thank you,

Elsa McDonnell
Contract Release Specialist
(360)902-6558
MCDP235@LNI.WA.GOV

cc: BOOTH & SONS CONSTRUCTION INC
P O BOX 608
RICHLAND WA 99352-0608

STATE OF WASHINGTON
DEPARTMENT OF REVENUE

BENTON COUNTY
C/O DANICA HOPE
PO BOX 470
PROSSER WA 99350-0470

August 22, 2023
Letter ID: L0024042295
UBI: 602-122-342
Account ID: 602-122-342
Account Type: Excise Tax
Audit ID: A122913
Audit Period: 01/01/22 - 03/31/23

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following publics works contract:

BOOTH CONSTRUCTION

Public Agency: BENTON COUNTY

Project Name: Moderate Risk Waste Facility Retrofit

Contract Number: CB21-07

Description of Work: Retrofit of an old Maintenance Shop into a Moderate Risk Waste Facility

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated August 22, 2023 at Olympia, Washington,

State of Washington
Department of Revenue

Certifying Officer

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Approving the Memorandum of Understanding between the State of Washington Department of Natural Resources Public Land Survey Office and Benton County and Authorizing the County Engineer to sign
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement & M. Rasmussen

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

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

Summary / Background Information

The County is required under Washington State Administrative Code to file a permit to cover, remove or destroy any land survey monument. The County regularly covers monuments on a temporary basis as part of its chip seal operations necessitating numerous permits to be filed. The Department of Natural Resources (DNR) along with several Counties recognize the need to expedite the process of covered monument reporting in relation to chip seal operations.

The parties entered into a Memorandum of Understanding (MOU) outlining a simplified reporting process in 2016 (Resolution 2016-610). Each time the County Engineer changes the DNR requests that the MOU be updated with the new engineer's signature. The text of the MOU remains unchanged. The County Engineer recommends the County execute the Memorandum of Understanding as prepared and authorize the County Engineer to sign the same.

DNR is requesting that the County Engineer sign first and then they will sign the agreement.

Fiscal Impact

Amount: **N/A**

Fund: **N/A**

Recommendation

Approve the Memorandum of Understanding between Benton County and the Washington State Department of Natural Resources and authorize the County Engineer to sign the same.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PUBLIC LAND SURVEY OFFICE AND BENTON COUNTY

WHEREAS, the County is required under Washington State Administrative Code to file a permit to cover, remove or destroy any land survey monument; and

WHEREAS, the County regularly covers monuments on a temporary basis as part of its chip sealing operations necessitating numerous permits to be filed; and

WHEREAS, the Department of Natural Resources, along with several Counties, recognize the need to expedite the process of covered monument reporting in relations to chip seal operations; and

WHEREAS, the parties have prepared a Memorandum of Understanding outlining a simplified reporting process; and

WHEREAS, the County Engineer recommends the County to execute the Memorandum of Understanding as prepared and authorize the County Engineer to sign the same; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners hereby approves the Memorandum of Understanding between the State of Washington Department of Natural Resources Public Land Survey Office and Benton County as presented; and

BE IT FURTHER RESOLVED, the County Engineer is authorized to execute said Memorandum of Understanding as presented on behalf of Benton County.

Dated this 12th day of September 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Procurement
cc: Public Works, DNR

D. Hope

MEMORANDUM OF UNDERSTANDING WITH THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES PUBLIC LAND SURVEY OFFICE AND BENTON COUNTY

I. GENERAL INFORMATION:

Memorandum of Understanding (MOU) between the State of Washington, Department of Natural Resources, Public Land Survey Office, hereinafter referred to as the PLSO, and The County Road Engineer of BENTON COUNTY, whose address is PO BOX 1001, PROSSER, 99350-0954, hereinafter referred to as the County.

II. PURPOSE:

The purpose of this MOU is to ensure preservation of land survey monuments in compliance with Washington Administrative Code (WAC) 332-120-080. This MOU acknowledges the County's responsibility to ensure that all known survey monuments within all pavement preservation treatment project areas are located and perpetuated.

III. RESPONSIBILITIES OF PARTIES:

The County will:

- Search for and identify all known survey monuments within the project limits.
- Send notification with attachments to the PLSO of planned projects for the upcoming year which may cover survey monuments including road names and mileposts and/or beginning and ending intersections. Include start date and expected date of completion.
- Ensure monuments that were covered during a project are uncovered and made accessible after completion of annual activities.
- Submit a signed and sealed annual letter to the department with attachments certifying that the affected monuments were uncovered as soon as possible after completion.
- Attachments will include a map showing locations, or a spread sheet listing road names by mile post for the project limits.
- Comply with RCW 58.24.040(8), WAC 332-120-020 through 070, RCW 58.09, and WAC 332-130, for every monument disturbed, replaced, or modified in character.

PLSO will:

- Assist County to facilitate success of this MOU.
- Acknowledge receipt of each document via email.
- Review and verify the documents are complete and sufficient.
- Index both the planned and completed report documents to the WebXtender public facing database.
- Maintain a copy of this signed MOU.
- Provide communication at least annually to the County Road Administration Board (CRAB) on the status of this MOU.

IV. SUBSIDIARY AGREEMENTS:

Additional working agreements, regarding specific cooperative efforts, if needed, shall be effected in writing by both parties as the need arises.

V. AMENDMENTS AND REVIEW:

This MOU may be amended if PLSO and a majority of affected agencies concur at any time by the mutual written consent of the parties concerned or terminated with thirty (30) days written notice by either party.

VI. NATURE OF AGREEMENT

This MOU is intended to facilitate the statutory obligations imposed upon the various counties and the State of Washington with respect to the preservation of survey monuments.

It is understood that professionally licensed engineers and land surveyors hold themselves to the professional standards of conduct as outlined in Chapter 196-27A WAC "Rules of Professional Conduct and Practice".

This MOU does not take effect until signed by both parties.

APPROVED:

BENTON COUNTY ROAD ENGINEER Matt Rasmussen, PE	DEPARTMENT OF NATURAL RESOURCES David M. Icenhower, PLS, Manager of the PLSO
_____ Signature	_____ Signature
_____ Date	_____ Date
Address PO Box 1001 Prosser, WA 99350-0954	Address 801 88th Ave SE, MS 47019 Tumwater, WA 98501-7019
(509) 786-5611 Phone	(360) 902-1197 Phone

CERTIFICATION OF MONUMENT PRESERVATON FOLLOWING ROAD SURFACE PRESERVATION TREATMENTS

COUNTY: _____ **REPORT DATE:** _____

FOR TIME PERIOD FROM: _____ **TO:** _____

The purpose of this document is to certify that all monuments covered by road preservation surface treatments, such as chip seal, within the time frame specified above, have been uncovered. This is in compliance with the County's responsibility per the Memorandum Of Understanding (MOU) with the State of Washington, Department of Natural Resource (DNR), Public Land Survey Office (PLSO), regarding the preservation of survey monuments during and following road surface preservation treatments.

(Please check this box if this season's plan has been modified since the original submittal, as shown in "comments" or in attachment(s)): ☐

COMMENTS:

SIGNATURE: _____

TITLE: _____

DATE: _____

(Form prescribed 07/25/2022 by the Public Land Survey Office, Dept. of Natural Resources, pursuant to WAC 32-120-080(2)(d))

PLANNED ROAD SURFACE PRESERVATION TREATMENTS

COUNTY: _____ **REPORT DATE:** _____

FOR TIME PERIOD FROM: _____ **TO:** _____

The purpose of this document is to report roadway surface areas where it is likely that survey monuments may become covered by planned road surface preservation treatments, such as chip-seal. This is to comply with the County's responsibility per the Memorandum Of Understanding (MOU) with the State of Washington, Department of Natural Resource (DNR), Public Land Survey Office (PLSO), regarding the preservation of monuments during and following road surface preservation treatments.

Upon completion of road surface treatment projects, all monuments will be uncovered as soon as possible. At the end of the season, the County Engineer, County Road Engineer, or County Land Surveyor, will submit a signed and sealed (stamped) letter to the PLSO certifying that all monuments in the reported road surface treatment areas have been uncovered.

The following road surfaces are planned to be treated within the time-frame specified above:

(Check all that apply):

See list, below: ☐ **See attached map:** ☐ **See attached spreadsheet:** ☐

COMMENTS:

SIGNATURE: _____ **DATE:** _____

TITLE: _____

(Form prescribed 07/30/2023 by the Public Land Survey Office, Dept. of Natural Resources, pursuant to WAC 332-120-080(2)(a)(b)&(c)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Ratify Change Order #1 for Juvenile Justice Remodel Project
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing Department

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

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

Summary / Background Information

On June 6, 2023, the Board of Benton County Commissioners, via resolution 2023-430, executed the contract with Chervernell Construction Company for the design and construction of the Juvenile Justice Remodel Project in the amount of $103,275.00.

During the initial validation phase of the Juvenile Justice Remodel Project, it was recommended by the design team to perform a complete operational study to ensure the proposed concept lines up with current staffing levels.

Chervenell Construction Company put together Change Order #1 to provide the operational study in the amount of $9,459.00, excluding W.S.S.T.

Section 4.7 of the Procurement Policy authorizes the County Administrator to approve change orders for projects managed through the Capital Programs Department.

Fiscal Impact

Amount: $9,459.00

Fund: Capital Projects Fund

Recommendation

Ratify Change Order #1 for the Juvenile Justice Remodel Project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING CHANGE ORDER #1 WITH CHERVENELL CONSTRUCTION COMPANY FOR THE JUVENILE JUSTICE REMODEL PROJECT

WHEREAS, on June 6, 2023, the Board of Benton County Commissioners, via resolution 2023-430, executed the contract with Chervernell Construction Company for the design and construction of the Juvenile Justice Remodel Project in the amount of $103,275.00; and

WHEREAS, during the initial validation phase of the Juvenile Justice Remodel Project, it was recommended by the design team to perform a complete operational study to ensure the proposed concept lines up with current staffing levels; and

WHEREAS, Chervenell Construction Company put together Change Order #1 to provide the operational study in the amount of $9,459.00, excluding W.S.S.T.; and

WHEREAS, section 4.7 of the Procurement Policy authorizes the County Administrator to approve change orders for projects managed through the Capital Programs Department; and

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies Change Order #1 for the Juvenile Justice Remodel Project, the amount of $9,459.00 with a total contract amount not to exceed $112,734.00 excluding W.S.S.T.

Dated this 12th day of September 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Department
c: Auditor, Procurement

P. Schut

DocuSign Envelope ID: F9B165E0-C476-4287-A0BA-8F59294C5824

PCO #001

Chervenell Construction
107422 E Detrick PR SE
Kennewick, Washington 99338
Phone: (509) 735-3377

Project: 23-165 - BC/Juvenile Justice Ctr & Sheriff's Office 5606 W Canal Drive
Kennewick, Washington 99336

Prime Contract Potential Change Order #001: CE-002 - Provide Operational Study

TO:	Benton County, Washington 7122 W Okanogan Place Ste E330 Kennewick, Washington 99336	**FROM:**	Chervenell Construction Co 107422 E Detrick PR SE Kennewick, Washington 99338
PCO NUMBER/REVISION:	001 / 2	**CONTRACT:**	23-165 - BC/Juvenile Justice Ctr
REQUEST RECEIVED FROM:		**CREATED BY:**	Macoy Goulet **(Chervenell Construction Co)**
STATUS:	Pending - In Review	**CREATED DATE:**	8/28/2023
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	30 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$9,459.00

POTENTIAL CHANGE ORDER TITLE: CE-002 - Provide Operational Study

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #CE-002 - Provide Operational Study
Provide complete operational study of current facility including a two-day workshop, evaluation of current facility operations, reviews of current staff and security positions, etc.

Deliverables to include:
· Summary of initial building complex posts
· Comparison of existing operations and proposed concept
· Comparison to the State of Washington requirements
· Existing post diagram
· Proposed concept post diagram

The Operational Study was determined to be in the best interest of the project during the validation phase.

ATTACHMENTS:

TreanorHL.pdf

#	Budget Code	Description	Amount
1	01-2000.3 Validation Design.Subcontractors	Provide Operational Study	$9,000.00
		Subtotal:	**$9,000.00**
		Contractor Fee (5.10% Applies to all line item types.):	$459.00
		Grand Total:	**$9,459.00**

CHERVENELL CONSTRUCTION

PCO #001

	Benton County, Washington 7122 W Okanogan Place Ste E330 Kennewick, Washington 99336	**Chervenell Construction Co** 107422 E Detrick PR SE Kennewick, Washington 99338
	DocuSigned by: Jerrod MacPherson 8/30/2023 | 8:22 AM PDT C98A3E25E3204FD...	DocuSigned by: 8/30/2023 | 8:14 AM 8E913A65C3E74BE...
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 08/30/23; BC 09/05/23
Subject:	Benton Franklin Workforce Development Council Board Appointment
Presenter:	N/A
Prepared By:	Cyndelle Howell
Reviewed By:	

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

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

Summary / Background Information

Benton-Franklin Workforce Development Council Board appointment to the Benton- Franklin Workforce Development Board of Directors as required by the Workforce Innovation and Opportunity Act of 2014 Section 107.

Fiscal Impact

$0

Recommendation

Pass Resolution: the Benton Franklin Workforce Development Council for the following board of directors' appointment with their term ending June 30, 2026.

Appointment:
John Dickson, representing Government.

Suggested Motion

Approved as part of consent agenda.

Originals (3): 1-BC Commissioners, 1-FC Commissioners; 1-BFWDC; Electronic (1) 1-BFWDC

C. Howell – BFWDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336
admin@bf-wdc.org

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 APPOINTING JOHN DICKSON TO THE BENTON FRANKLIN WORKFORCE DEVELOPMENT COUNCIL FOR A TERM EXPIRING JUNE 30, 2026

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Boards of County Commissioners are required to make appointments to the Benton Franklin Workforce Development Council after appropriate nomination; and

WHEREAS, John Dickson has expressed an interest and willingness to fill a vacant position on the Benton Franklin Workforce Development Council; and

WHEREAS, John Dickson has been nominated by the State of Washington Employment Security Department to fill the Government position for Wagner Peyser representation; and

WHEREAS, the Benton and Franklin County Boards of Commissioners deem this to be in the best interest of the counties; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton and Franklin County Boards of Commissioners hereby appoint John Dickson to the Government position for Wagner Peyser's representation on the Benton Franklin Workforce Development Council, with a said term effective upon signature and expiring June 30, 2026.

DATED this _____ day of _____ 2023
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
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

_____
Chair of the Board

_____
Chair Pro Tem

_____
Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (3): 1-BC Commissioners, 1-FC Commissioners; 1-BFWDC; Electronic (1) 1-BFWDC

C. Howell – BFWDC
815 N. Kellogg St. Suite C
Kennewick, WA 99336
admin@bf-wdc.org

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	9/12/2023
Subject:	Giving Amanda Watts Credit for Time in Position
Presenter:	C Nave
Prepared By:	C Nave
Reviewed By:	E Wyant, D Kathren

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

Amanda Watts was appointed to the position of Acting District Court Administrator on January 1, 2023, while the District Court Administrator was transitioning out for retirement and was promoted on March 1, 2023, to the regular position of District Court Administrator. We are requesting that A Watts be granted credit for the time worked in the position, in appreciation for her stepping up and filling two roles while Acting District Court Administrator.

Fiscal Impact

Position was budgeted at 19E and A Watts is placed at a 19B with her promotion, so the effect of granting credit for time worked (accelerated step increase) will still create a budget savings.

Recommendation

District Court recommends approval of the resolution as presented to recognize Amanda Watts' time in the Acting District Court Administrator position.

Suggested Motion

I move to approve the Anniversary Date Resolution for Amanda Watts.

cc: HR, Auditor, District Court

Prepared by: C Nave

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CREDITING AMANDA WATTS WITH TIME SERVED IN THE ACTING DISTRICT COURT ADMINISTRATOR POSITION

WHEREAS, Amanda Watts was promoted to the position of District Court Administrator on March 1, 2023; and

WHEREAS, Amanda Watts has been executing the duties of the position since January 1, 2023 as the Acting District Court Administrator; and

WHEREAS, District Court recommends crediting Amanda Watts with her time worked in the position in an acting capacity; and

WHEREAS, the Board of Benton County Commissioners desires to credit Amanda Watts with her time worked in the Acting District Court Administrator position; **NOW, THEREFORE**

BE IT RESOLVED, that Amanda Watts' anniversary date in the District Court Administrator position is January 1, 2023.

Dated this ____ day of _____, 2023.

_____

Chair of the Board

_____

Chair Pro Tem

_____

Commissioner

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, District Court

Prepared by: C Nave

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023 **Memo Date:** August 22, 2023
Subject:	SUB 2022-004 Preliminary Plat of Blair Loop
Presenter:	Michelle Cooke, Planning Manager
Prepared By:	Michelle Cooke
Reviewed By:	N/A

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 applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 64.70 acres into 11 residential lots. The preliminary plat is known as Blair Loop.

The development is zoned Rural Lands Five Acre District with an average lot size of 5.50 acres. The lots are proposed to be served by a new public road, individual wells and septic systems.

The site is located in the Prosser area of unincorporated Benton County south of Old Inland Empire Highway in Sections 22 and 27, Township 9 North, Range 25 W. M. (Parcel numbers 122954000004000, 127951000004000, and 127951000002000).

On August 8, 2023, the Benton County Planning Commission conducted an open record hearing on the proposed preliminary plat of Blair Loop. After closing the open record hearing and discussing the proposed plat, the Planning Commission added two additional conditions of approval to staff's recommended conditions. At the conclusion of the open record hearing, the Planning Commission voted 5-0, with (with one vacancy) to forward a positive recommendation to the Board of County Commissioners subject to seven (7) findings of fact and twenty-one (21) conditions of approval. With the completion of the open record hearing, the Benton County Code requires the Board of County Commissioners conduct a closed record (appeal) hearing with reference to this preliminary plat.

The Benton County Commissioners set Tuesday, September 12, 2023, at 9:00 a.m. for the Board of County Commissioners to conduct a Closed Record Appeal Hearing with reference to this preliminary plat.

All the information that has been submitted to the Planning Commission is being submitted to the Board of County Commissioners for inclusion in the public record and will need to be considered by the Board of County Commissioners with reference to this matter.

Fiscal Impact - Maintenance of new County Roads

Amount: **Unknown**

Fund: **Unknown**

Recommendation

Planning Commission recommendation:

At the conclusion of the open record hearing, the Planning Commission voted 5-0 (with one vacancy) to forward a positive recommendation to the Board of County Commissioners subject to seven (7) findings of fact and twenty-one (21) conditions of approval (Recommendation, Findings of Fact and Conditions).

Planning Division recommendation:

It is the Planning Division recommendation that the Board of County Commissioners remove condition 11(b) from the conditions of approval as adopted by the Planning Commission and adopt their own findings of fact and conditions of approval and approve the preliminary plat as submitted, subject to the Board of County Commissioners Recommendation, Findings of Fact and Conditions.

Suggested Motion

I move that the Board of County Commissioners approve the preliminary plat of Blair Loop subject to seven (7) findings of fact and twenty-one conditions of approval. Further, the Board adopts its own Findings of Fact and Conditions of Approval and authorizes the Chairman to sign the Board's Decision as presented by Planning staff.

EXHIBIT LIST FOR SUB 2022-004/EA 2022-051
Preliminary Plat of Blair Loop

			DATED
Planning Commission Memo Exhibit List -August 8, 2023			
PCM 1	PCM 1.1	Staff Report	July 28, 2023
Includes:	PCM 1.2	Site Map	December 21, 2022
	PCM 1.3	Notice of Public Hearing	July 14, 2023
	PCM 1.4	Findings of Need for Additional Processing Time	January 9, 2023
	PCM 1.5	Letter re: Additional Processing Time	January 11, 2023
	PCM 1.6	Findings of Need for Additional Processing Time	February 22, 2023
	PCM 1.7	Letter re: Additional Processing Time	February 22, 2023
		APPLICATION SUBMITTAL	
	PCM 1.8	Subdivision Application Materials	December 15, 2022
	PCM 1.9	Plat Map	December 15, 2022
	PCM 1.10	Preliminary Stormwater Report	December 22, 2022
	PCM 1.11	Benton Franklin Health District Letter	October 4, 2022
	PCM 1.12	Technical Information Report	December 15, 2022
		SEPA INFORMATION	
	PCM 1.13	Environmental Checklist EA 2022-041	December 15, 2022
	PCM 1.14	Notice of Application	January 27, 2023
	PCM 1.15	Mitigated Determination of Non Significance/EA 2022-051	June 29, 2023
		COMMENTS	
	PCM 1.16	Sunnyside Valley Irrigation District	February 3, 2023
	PCM 1.17	Fire District #3/Public Works questions/comments on the Bridge	February 6, 2023
	PCM 1.18	Benton PUD	February 6, 2023
	PCM 1.19	Public works comments on the Bridge	February 9, 2023
	PCM 1.20	WA St. Fish and Wildlife	February 10, 2023
	PCM 1.21	Benton Co. Public Works Dept.	February 14, 2023
	PCM 1.22	Dept. of Arch. and Historical Preservation Survey Needed	February 15, 2023
	PCM 1.23	Bureau of Reclamation	February 21, 2023
	PCM 1.24	Benton REA	February 22, 2023
	PCM 1.25	Benton Co. Fire Marshal	February 28, 2023
	PCM 1.26	Confederate Tribes of the Umatilla Indian Reservation	June 30, 2023
	PCM 1.27	Comments from Jerrod Sessler	July 10, 2023
	PCM 1.28	DAHP Concurrence Letter	July 10, 2023
	PCM 1.29	BFHD Comments	July 17, 2023
	PCM 1.30	SVID Comments	February 17, 2023
	PCM 1.31	Confederate Tribes of the Umatilla Indian Reservation	August 2, 2023
Board of County Commissioners Memo Exhibit List - September 12, 2023			
BCCM 1	BCCM 1.1	Board of County Commissioners Agenda Sheet	August 23, 2023
	BCCM 1.2	Board of County Commissioners Decision/Findings of Fact	September 12, 2023
Includes:	BCCM 1.3	Planning Commission Recommendation	August 8, 2023
	BCCM 1.4	Planning Commission meeting Audio (on County Website)	August 8, 2023
	BCCM 1.5		
Board of County Commissioners Hearing Exhibit List - September 12, 2023			
BCCH 1	BCCH 1.1		
	BCCH 1.2		

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

DECISION OF THE
BOARD OF COUNTY COMMISSIONERS

RE: In the Matter of County Planning:
relating to the preliminary plat of
Blair Loop, located in Sections 22 and 27,
Township 9 North, Range 25 East. W.M.

SUB 2022-004
FINDINGS OF FACT
AND CONCLUSIONS

DECISION

SUB 2022-004, a proposal by Jerrod Sessler, for the preliminary plat of Blair Loop, a subdivision of approximately 64.70 acres into 11 residential lots on parcel numbers 122954000004000, 127951000004000, and 127951000002000 is hereby **APPROVED WITH CONDITIONS**. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, a Notice of Application was published in the Tri-City Herald on February 1, 2023; and,

WHEREAS, a SEPA Mitigated Determination of Non-Significance (MDNS) was issued on June 29, 2023; and,

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on July 26, 2023; and,

WHEREAS, the property owners within 300 feet were mailed notice on July 18, 2023; and,

WHEREAS, an open record public hearing was held on August 8, 2023 at 6:00 p.m. in the Planning Hearing Room, 620 Market Street, 1st Floor, Courthouse, Prosser and was conducted in person and through an online, virtual meeting platform; and,

WHEREAS, the Board of County commissioners held a closed record public hearing on September 12, 2023 in the Commissioners' Hearing Room, 7122 W. Okanogan Place, Building E, Room 303, Benton County Administration Building, Kennewick; and,

WHEREAS, the following commissioners were present: Will McKay, Jerome Delvin, and Michael Alvarez; and,

WHEREAS, the Board of County Commissioners reviewed the Planning Commission record, recommendation, findings of fact, and conditions of approval, and,

WHEREAS, the Board of County Commissioners desires to enter their own findings of fact and conditions of approval concerning the preliminary plat of Blair Loop; and,

FINDINGS OF FACT

1. The proposed subdivision application (PCM 1.8), and preliminary plat map (PCM 1.9) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements, and other applicable land use controls;

    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:

        i. The 64.70-acre site is bordered on all sides by land zoned Rural Lands Five Acre District.

        ii. The Benton County Comprehensive Plan designates this area as Rural Remote with a 5-acre minimum lot size. The property is zoned Rural Lands Five Acre (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District;

        iii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;

        iv. Rural Remote is the predominant rural land use in the County. This land is located mostly between the agricultural lands (GMA Agriculture), Rural Transition, and the Urban Growth Areas. Rural Remote land use is intended to enhance and preserve the County's rural character, which includes rural open space, low densities, wildlife habitat, public open space for outdoor recreational activities, and rural home sites on which a limited range of agricultural activities may be conducted. Allowable density in Rural Remote land use is 1 dwelling unit per 5 acres.

        v. The smallest lot size is 5.00 acres and the average lot size for this plat is 5.50 acres;

        vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and

        vii. The creation of 11 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan.

    b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

        i. The property is zoned Rural Lands Five Acre District (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District.

    c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

        i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

    d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

        i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, wetlands and steep slopes have been identified on this property however a critical area report is not required for the processing of a preliminary plat at this location as the residential development will not occur in close proximity to the mapped critical areas.

Should any future development occur near these areas a critical area report may be required.

ii. The proposed plat is located within a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The proposed subdivision complies with the Benton County Flood Damage Prevention Ordinance BCC Title 3.26.

i. The proposed plat is located in an unnumbered A flood zone in the 100-year flood boundary as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

f. The proposed subdivision complies with the Benton County Shoreline Master Program.

i. Portions of Lots 6-11 are within the jurisdiction of the Shoreline Master Plan and any development or use must meet the requirements of the rural environment.

g. The requirements of the State Environmental Policy Act have been met based on the following:

i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

ii. During the SEPA comment period the following comments were received:

1. Benton County Planning Division required flood elevation data to be provided by the applicant per BCC 3.26.070(d)(4) and archeological monitoring per the cultural resource survey dated June 2023;

2. State of Washington Department of required a cultural resource survey to be conducted;

3. US Bureau of Reclamation required detailed bridge plans to be provided to and approved by Reclamation and listed other concerns that not been addressed by the applicant; and

4. West Benton Fire and Rescue required the proposed bridge to be rated for vehicle weighing over 39 tons.

iii. An MDNS with mitigation/conditions (PCM 1.15) was issued for the project on June 29, 2023.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21); and

3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;

a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;

4. The public interest will be served by the proposed division and dedication;

a. The creation of 11 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and

b. Benton County standards are to be complied with, including the construction and dedication of a new public road.

5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

   a. Appropriate provisions have been made for the public health and safety based on the following facts:

      i. The applicant has proposed that the preliminary plat be served by individual ground wells for potable and irrigation water and individual septic systems;

      ii. The Benton Franklin Health District has reviewed the preliminary plat and has no objections provided the conditions in their letter dated October 4, 2022, are satisfied; and

      iii. The Benton County Fire Marshal has no objections provided the proposed division complies with the requirements set forth in BCC 3.18.025.

   b. Appropriate provisions have been made for open spaces based on the following facts:

      i. The proposed subdivision does not contain land to be designated for open space.

   c. Appropriate provisions have been made for drainage ways based on the following facts:

      i. Pacific Engineering Design, LLC prepared a stormwater pollution prevention plan for the applicants of Blair Loop dated December 22, 2019 (PCM 1.10). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development; and

      ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21).

   d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

      i. The public interest will be served by the proposed division and dedication as the Benton County Public Works Department road standards are to be complied with including the construction and dedication of the new public road; and

      ii. Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 1.21).

   e. Appropriate provisions have been made for transit stops based on the following facts:

      i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

   f. Adequate provisions have been made for potable water supplies based on the following facts:

      i. The project is located in the Lower Yakima Watershed, WRIA 37;

      ii. The applicant has proposed that the preliminary plat be served by individual well and septic systems;

      iii. The proposed project does comply with BCC 9.02.070(b)(3) including, but not limited to, the Benton County Comprehensive Plan (i.e., Comprehensive Plan's rural domestic water policies- RCW 90.44.050) and the Washington State Department of Ecology's guidance on exemptions for groundwater.

iv. Developments utilizing ground wells under the Department of Ecology's Groundwater Exemption is limited to a total of 14 lots in perpetuity for the entire project area and any future development under the Washington State Department of Health's standard of 350 gallons per day (5,000 gallons per day/14 lots = 357 gallons per day per lot).

v. This preliminary plat is located within the Benton County Rural Water Supply Program Mitigation Area. All new lots and residences located within this plat are required to comply with Benton County Ordinance 619 (BCC Title 15), Benton County Rural Water Supply Program, as amended. All proposed lots shall acquire a mitigation certificate from Benton County prior to final plat approval. In addition, all new dwelling units within the Mitigation Area are required to meter their water usage through a meter approved by the County and pay an annual program fee in an amount set by the County prior to receiving a certificate of occupancy.

vi. The Benton Franklin Health District has reviewed the preliminary plat and have no objections provided the conditions in their letter dated October 4, 2022, are satisfied; Adequate provisions have been made for sanitary waste based on the following facts:

g. Adequate provisions have been made for sanitary waste based on the following facts:

i. The Benton Franklin Health District has no objections to individual septic systems which are proposed to serve the lots.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Prosser School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or who wait for school buses.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

a. The Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision;

b. Reference the BFHD comments as it relates to this preliminary plat (PCM 1.11 and PCM 1.29).

7. This plat is located within the Sunnyside Valley Irrigation District and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

a. The applicant is required to comply with the Sunnyside Valley Irrigation District standards and requirements as they relate to RCW 58.17.310.

CONDITIONS OF APPROVAL

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department**, including the following:

a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

c. All roads within this plat shall follow standard R-2 with the addition of a minimum 1-foot gravel shoulder. Roadways shall be designed for a minimum 35 mile per hour design speed.

d. The pavement return radius at all intersections shall be a minimum of 35 feet.

e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accounting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.

i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

j. Per special conditions of road approach permit 2020-280 the approach on the NE corner of lot 3 on this plat shall be removed and a new paved approach connecting to the new proposed road shall be constructed as part of this subdivision.

k. Dedicate 60’ of right of way to Benton County for road purposes.

l. Remove the 60’ radius temporary turn around on lot 6.

m. The proposed road shall be paved in its entirety.

n. The temporary turn-around at the end of the proposed road shall be paved.

o. Previous comments sent to the developer with plan requirements for road and bridge construction remain in effect.

p. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

q. Please add the following notes to the face of the final plat:

- Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access
- No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way
- Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations
- Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner
- Lots 1 and 3 shall not have direct access to Old Inland Empire Highway
- The temporary turn-around shall remain in effect until such time "Proposed Road" is extended

r. For more information, please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the **Washington State Department of Archeology and Historic Preservation**, including the following:

a. DAHP has assigned the following Project Tracking Code: 2023-02-01045.

b. Our statewide predictive model indicates that there is a high probability of encountering cultural resources within the proposed project area. This is due, in part, to the proximity of the proposed project area to the Yakima River, a resource known to have been important to both Native Americans and settlers in this area. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted and a report be produced prior to ground disturbing activities. This report should meet DAHP's Standards for Cultural Resource Reporting.

c. We also recommend that any historic buildings or structures (45 years in age or older) located within the project area are evaluated for eligibility for listing in the National Register of Historic Places on Historic Property Inventory (HPI) forms. We highly encourage the SEPA lead agency to ensure that these evaluations are written by a cultural resource professional meeting the SOI Professional Qualification Standards in Architectural History.

d. Please ensure that the DAHP Project Tracking Number is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. Please also ensure that any reports, site forms, and/or historic property inventory (HPI) forms are uploaded to WISAARD by the consultant(s).

e. Per a follow up comment dated July 10th, 2023 regarding the submitted cultural resource study DAHP concurs with the survey provided and requests an Inadvertent Discover Plan (IDP) be included as part of the construction permit.

f. Please contact Sydney Hanson at 360-280-7563 or Sydney.hanson@dahp.wa.us for more information.

3. Applicant shall meet and comply with the requirements of the **US Bureau of Reclamation**, including the following:

   a. The proposed bridge plan, its location, and associated improvement plans have not yet been provided to, nor approved by this agency.

   b. This plat must not be approved or finalized until the detailed bridge plans approved by Benton County have been provided to the Bureau of Reclamation (Reclamation) Yakima Field Office and the Reclamation required engineering review, the National Environmental Policy Act review, and National Historic Preservation Act review are complete and all changes or actions required in those reviews have been completed and Reclamation approved.

   c. Other items of concern that have not yet been determined include but are not limited to:

      - Water shed management (to include oils and runoff from entering canal)
      - Urban encroachment (resulting in water seepage issues)
      - Trespassing on USBR property and risk of entering canal (fences need to be designed and installed in compliance with policy)
      - Canal Operations and Maintenance Road access for Reclamation and preventing unauthorized access.

   d. Upon receipt of the Benton County approved final plans on the proposed bridge to the Reclamation Yakima Field Office, Reclamation's engineering and policy review can begin along with the necessary National Environmental Policy Act and National Historic Preservation Act reviews.

   e. Please contact Chad Stuart with the Yakima Field Office at 509-573-8120 for more information.

4. Applicant shall meet and comply with the requirements of the **Washington State Department of Fish and Wildlife**, including the following:

   a. After a desktop review, aerial imagery shows that Parcel 127951000002000 appears to have experienced significant disturbance in recent years, causing a removal of significant shrub and tree cover. Maintaining or improving the existing shrub cover on the area is important for wildlife and continued removal may have a detrimental impact on wildlife use.

   b. The primary concern that WDFW has identified in this area is potential impacts to the shoreline of the Yakima River. From aerial photographs, it appears that the site contains a riparian zone along the west bank of the river. This vegetation is habitat for wildlife and provides shade for the Yakima River. The vegetation south of the railroad tracks appears to have been reduced in recent years by what appears to have been a small fire. This portion of the Yakima River contains multiple priority species and their associated habitats and as such required to be protected under Benton County Shoreline Master Program Policy Chapter H and Benton County Shoreline Master Program Regulations Section 15.06.030 and 15.06.070.

   c. WDFW would like to ensure that the riparian area remains intact at the conclusion of any subdivision and subsequent development of this area. Within Parcel 127951000002000, this riparian area ranges from approximately 75 feet to approximately 150 feet from the ordinary high-water line. Benton County Shoreline Master Program Regulations Section 15.06.030, Table 06.030 – 2 states that "new and expanded uses in shoreline jurisdiction shall be located to avoid and minimize intrusion into riparian areas, as well as avoid tree and shrub removal." In light of the riparian habitat present and need for the protection thereof, WDFW proposes a minimum 150-foot buffer + 25 foot setback for any development within current Parcel 127951000002000.

d. WDFW also notes a potential watercourse bisecting Parcel 127951000002000. Such a watercourse may be subject to critical areas codes. WDFW would be happy to coordinate on a site visit to determine if the area meets the definitions of waters of the state.

e. Please contact Troy Maikis at 509-312-8117 or Troy.Maikis@dfw.wa.gov for more information.

5. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. The BFHD has reviewed the short plat proposal and finds that it generally meets their requirements for plats utilizing on-site sewage systems and public water supply provided:

   a. Your request to extend a waiver approval referenced above to allow for a reduction of minimum usable land area requirements for new subdivisions in a type 5 soils has been reviewed and in accordance with the provisions of Benton-Franklin District Board of Health Rules and Regulations No. 2 and WAC 246-272A is hereby conditionally approved.

   b. This approval is strictly limited to the 56.8-acre long plat proposal and will create 11 lots, 8 of the 11 lots as proposed have identified area sufficient to meet the minimum land area requirements set forth in Benton-Franklin District Board of Health Rules and Regulations No. 2. Proposed lots 4, 5, and 6 do not, based on current testing, meet the minimum usable land area requirements. In addition, this approval is conditioned upon the following: The following statement is placed on the plat:

      - The placement of any on-site sewage system on proposed lots 4, 5, and 6 will require the use of an alternative type of sewage system in accordance with Benton-Franklin District Board of Health Rules and Regulations No. 2.
      - Binding site plans for on-site sewage system placement must be established for proposed lots 4, 5, and 6 meeting location requirements for an approved alternative type on-site sewage system.
      - The design of any on-site sewage system on the property must be executed by a licensed Professional Engineer or On-Site Wastewater Treatment System Designer, and installation of said system must be performed by a permitted installer within the Benton Franklin Health District.

   c. This approval is strictly limited to the previously mentioned site and is conditioned upon said site complying with all other applicable rules and regulations.

   d. The preceding recommendation shall be valid for a period not to exceed an additional 6 months from this date, shall be non-transferable, and will be declared null and void should the proposal not be developed by that time. This recommendation should not be considered as an approval for any future attempt at further segregation or subdivision of said lots.

   e. Please contact JoDee Peyton at 509-460-4318 for more information.

6. Applicant shall meet and comply with the requirements of the **Benton REA** including the following:

   a. Please add a 10’ utility easement on both sides of the following parcel lines:

      - North parcel line of Lot 11
      - Shared line of Lots 11 and 10
      - Shared line of Lots 10 and 9
      - Shared line of Lots 9 and 8
      - Shared line of Lots 8 and 7

- Shared line of Lots 7 and 6
- Shared line of Lots 6 and 5

b. For more information, please contact Scott Stearns at 509-786-8252.

7. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:

   a. All driveways that service single family dwellings in this subdivision shall comply with BCC 3.18.045. A packet of information is attached that references all applicable codes for private driveways.

   b. For this subdivision to be exempt from the installation of fire hydrants for fire flow, all dwellings and accessory structures shall comply with BCC 3.18.025:

      3.18.025 GENERAL EXEMPTIONS. The following are exempt from BCC 3.18.030, BCC 3.18.035, BCC 3.18.036, BCC 3.18.037, BCC 3.18.038, BCC 3.18.039, BCC 3.18.040, BCC 3.18.041, and BCC 3.18.042.

      (a) Low Density Exemption - Divisions of land which satisfy all the following requirements:

      (1) Each lot created is at least one (1) gross acre or more in area; and

      (2) The minimum permitted setback distance for all structures, from all lot lines, is twenty-five (25) feet unless greater distances are required by other county regulations (i.e., zoning, building, etc.); and

      (3) The use of each lot created is limited by county regulations or plat covenant to a single family dwelling, duplex or other use which is not multi-family, commercial or industrial.

   c. Please contact the Benton County Fire Marshal, Gary Tiplady, at (509) 735-3500 or Gary.tiplady@co.benton.wa.us for more information.

8. Applicant shall meet and comply with the requirements of the **Sunnyside Valley Irrigation District** including the following:

   a. Irrigation distribution facilities and 10’ private irrigation easements must be provided to all new lots pursuant to RCW 58.17.310 and must be shown on the final plat to allow all lots to access irrigation water. This includes adjacent parcels with the same point of delivery.

   b. Access for plats and/or subdivisions will not be allowed on SVID operation and maintenance roads.

   c. SVID facilities falling within the parcel boundaries are to be located, surveyed, and shown on the final plat.

   d. Buildings and/or obstructions will not be allowed within SVID easements or rights-ofway.

   e. All irrigation assessments must be paid in full prior to SVID approval.

   f. Refer to www.SVID.org (under the 'Resources for Landowners' tab) for the list of general requirements for plat approval by SVID.

   g. The project will require the purchase of a flowmeter.

   h. Contact SVID for additional short plat requirements and fees specific to this project.

   i. Please contact Rigo Diosdado at (509) 837-6980 or diosdador@SVID.org for more information.

9. Applicant shall meet and comply with the requirements of the **Confederated Tribes of the Umatilla Indian Reservation** including the following:

   a. The applicant's updated Cultural Resource Survey dated July 26, 2023 by Plateau CRM needs to address the following:

      - Expansion of the scope of the survey to include a larger testing area including but not limited to all ground disturbing activities such as placement of utilities, construction of roads, and other infrastructure associated with building residences.
      - The average shovel depth probe depth of 33 cm is inadequate. Additional testing should be a greater depth such as one meter.
      - Additional narrative as to why the authors chose not to recommend additional sampling despite their statement in the conclusions and recommendations that addition sampling will be needed.
      - Inclusion of requirements and recommendations related to the project being within CTUIR ceded territory.
      - Adequately address important details necessary for the Section 106 component to the bridge crossing including but not limited to an acknowledgment of proposed bridge crossing the Chandler Power Canal and the portion of the canal that was excluded from report. Also include a description of how the bridge will not have an adverse effect to the NRHP-eligble canal.
      - The testing conducted to date and the absence of additional testing is inadequate for the needs of the proposed project.
      - Justify how the proposed bridge will not impact the NRHP-eligible Chandler Power Canal.
      - The location of the bridge crossing needs to be included on the plat map.
      - If the proposed bridge will cross the canal, then that makes at least that portion of the canal part of the project area and should be included in the survey area.
      - The UDP needs to be updated to include contacting the CTUIR.
      - There is a discrepancy between the UDP and the recommendations for monitoring. Please prepare a monitoring plan as a separate appendix.
      - Preparation of a WA State archaeological monitoring permit needs to be completed per RCW 27.53.60.

   b. Please contact Ashley M. Morton at (541) 429-7214 or ashleymorton@ctuir.org

10. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

   a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Division on June 29, 2023 (PCM 1.15).

      - Benton County Planning Division recommendations.
      - State of Washington Department of Archeology and Historic Preservation recommendations as outlined in their letters dated February 15, 2022 (PCM 1.22).

- US Bureau of Reclamation recommendations as outlined in their letter dated February 21, 2022 (PCM 1.23); and
- West Benton Fire and Rescue recommendations as outlined in their letter dated February 6, 2022 (PCM 1.17).

b. The applicant shall meet and comply with the recommendations of the Confederated Tribes of the Umatilla Indian Reservation and obtain final written verification that the CTUIR approves the project and Cultural Resource Survey prior to final plat.

c. The submitted Cultural Resource Survey dated July 26, 2023, shows building sites/envelopes within the report. Please show these building envelopes on the plat map as they are the only areas which have been surveyed. If no building envelopes are proposed, amend the Cultural Resource Survey to include additional testing of all areas of potential building or ground disturbance.

d. The applicant shall meet and comply with the recommended design and project compliance, stormwater system design, proposed erosion control plan and proposed maintenance plan identified in the Stormwater Pollution Prevention Plan prepared by Pacific Engineering Design, LLC dated December 22, 2019 (PCM 1.10).

e. Benton County Code 3.26.070(d)(4) requires all subdivisions located on parcels of 5 acres or more to provide base flood elevation data. The applicant shall submit base flood data for the project area.

f. This parcel is located within Benton County's Rural Water Supply Program. The Applicant must apply for and obtain a mitigation certificate for all lots except Lots 1 (RWSP 2020-053) and 2 (existing exempt residence) prior to final plat approval.

- For more information, please contact the Benton County Planning Division at (509) 786-5612 or rural.water@co.benton.wa.us.

g. Per WDFW's submitted comments, please show a 150-foot buffer + 25-foot setback from the ordinary high-water mark on the final plat.

h. Please propose 3 road names for the new road within the plat to be reviewed and approved by the Benton County GIS Department prior to final plat.

- The applicant shall work with Benton County GIS to show the temporary addresses on the final plat map.

i. Show the location, name, right-of-way widths, and type of surfacing of all streets located within and adjacent to the land to be subdivided on the plat map.

j. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

k. Please include the following signatures blocks on the final plat:

- Owner/Notary
- Chairman of the Benton County Board of County Commissioners
- Chairman of the Benton County Planning Commission
- Benton County Engineer
- Benton REA
- Benton-Franklin Health District
- Sunnyside Valley Irrigation District

- Benton County Treasurer
- Benton County Assessor
- US Bureau of Reclamation

l. The following notes shall be placed on the final plat:

- Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050, as currently existing and hereafter amended, regarding public ground water. The applicant must demonstrate that potable water is legally available by presenting (A) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot; (B) a water well report filed and received by the Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050, as currently existing and hereafter amended; or (C) a written approval of the Washington State Department of Health that a group A or group B public water supply system has been installed and is available for providing potable water to the lot.
- During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided.
- Address numbers [noted in brackets] are subject to change until the exact location of access onto the plat is determined.
- The utility easements shown hereon are hereby granted for the use, access and maintenance by the platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract.
- This plat is located within the Benton County Rural Water Supply Program Mitigation Area. All new lots and dwelling units located within this plat are required to comply with Benton County Code Title 15.18, Rural Water Supply Program, as amended. All new lots shall acquire a mitigation certificate from Benton County or provide a valid domestic water right and all new dwelling units within the Mitigation Area are required to meter their water usage through a meter approved by the County and pay an annual program fee in an amount set by the County.
- Development utilizing ground wells under the Department of Ecology's Groundwater Exemption is limited to a total of 14 lots in perpetuity for the entire project area and any future development under the Washington State Department of Health's standard of 350 gallons per day (5,000 gallons per day/14 lots = 357 gallons per day per lot).
- Portions of this property are located within the 100-year floodplain as designated by the Federal Emergency Management Agency (FEMA) and are subject to the conditions set forth by the Benton County Flood Damage Prevention Ordinance, which may include elevating structures. Please contact the Benton County Planning Division for further information.
- Portions of this plat are located within a critical resource area classified as geologically hazardous (steep slopes greater than 15%). Please contact the Benton County Planning Division for more information.
- Any development within 200 feet of the Ordinary High-Water Mark shall comply with Benton County's Shoreline Master Program.

- Portions of this short plat are located within Freshwater Emergent Wetlands as identified by the US Fish and Wildlife Service's National Wetland Inventory. Before any land use activities may occur within these areas a critical area report may be required. Please contact the Benton County Planning Division for further information.
- Per BCC 3.18.025(a)(2) the minimum permitted setback distance for all structures on all lots within this plat, shall be a minimum of twenty-five (25) feet from all property lines unless greater distances are required by other county regulations (i.e., zoning, building, etc.) in lieu of the installation of fire hydrants within this plat.

11. Applicant shall meet and comply with the requirements of the **Benton County Planning Commission**, including the following:
    a. Please add the following note to the plat map: "Any removal of vegetation within 200 feet of the Ordinary High-Water Mark on Lots 6-11 is restricted per Benton County's Shoreline Master Program."
12. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.
13. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.
14. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.
15. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:
16. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.
17. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
18. Address numbers shall be coordinated with the Benton County GIS Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
19. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.
20. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.
21. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be

reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

The Board of Commissioners incorporates by reference and adopts the Planning Division's Findings of Fact and Conditions as set forth in its August 2, 2023, staff report, except to the extent any such findings are inconsistent with any of the Planning Commission findings stated above.

The Board of Commissioners conclude based on the foregoing findings that the public interest will be served by the subdivision and dedication.

THEREFORE, BE IT RESOLVED BY THE BENTON COUNTY BOARD OF COMMISSIONERS, through its Chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to File No. SUB 2022-004, the preliminary plat of Blair Loop, proposed by Jerrod Sessler, and such plat is hereby APPROVED with the twenty-one (21) conditions of approval identified above.

Dated this 12th day of September 2023.

_____

Chairman of the Board
Will McKay

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning:
relating to the preliminary plat of
Blair Loop, located in Sections 22 and 27,
Township 9 North, Range 25 East. W.M.

SUB 2022-004
RECOMMENDATION, FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

SUB 2022-004, a proposal by Jerrod Sessler, for the preliminary plat of Blair Loop, a subdivision of approximately 64.70 acres into 11 residential lots on parcel numbers 122954000004000, 127951000004000, and 127951000002000 is hereby recommended to be **APPROVED WITH CONDITIONS**. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, a Notice of Application was published in the Tri-City Herald on February 1, 2023;

WHEREAS, a SEPA Mitigated Determination of Non-Significance (MDNS) was issued on June 29, 2023;

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on July 26, 2023; and,

WHEREAS, the property owners within 300 feet were mailed notice on July 18, 2023;

WHEREAS, an open record public hearing was held on August 8, 2023 at 6:00 p.m. in the Planning Hearing Room, 620 Market Street, 1st Floor, Courthouse, Prosser and was conducted in person and through an online, virtual meeting platform. Planning Commissioners and staff joined both in person and remotely; and,

WHEREAS, the Planning Commission was available to receive public testimony and answer questions in the public portion of the hearing with the public being able to virtually attend and comment through video and telephonic access to the meeting; and,

WHEREAS, the following members attended the meeting; Lloyd Coughlin, Robert Mendez, Brian Skeels, Martin Sheeran; and Brady Quinton and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on August 8, 2023; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted with five members present, one absent and with one vacancy to recommend approval of the findings of fact as outlined in the staff memo dated August 2, 2023 with the addition of two conditions of approval made by the Planning Commission; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. The proposed subdivision application (PCM 1.8), and preliminary plat map (PCM 1.9) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements, and other applicable land use controls;

    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:

        i. The 64.70-acre site is bordered on all sides by land zoned Rural Lands Five Acre District.

        ii. The Benton County Comprehensive Plan designates this area as Rural Remote with a 5-acre minimum lot size. The property is zoned Rural Lands Five Acre (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District;

        iii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;

        iv. Rural Remote is the predominant rural land use in the County. This land is located mostly between the agricultural lands (GMA Agriculture), Rural Transition, and the Urban Growth Areas. Rural Remote land use is intended to enhance and preserve the County's rural character, which includes rural open space, low densities, wildlife habitat, public open space for outdoor recreational activities, and rural home sites on which a limited range of agricultural activities may be conducted. Allowable density in Rural Remote land use is 1 dwelling unit per 5 acres.

        v. The smallest lot size is 5.00 acres and the average lot size for this plat is 5.50 acres;

        vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and

        vii. The creation of 11 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan.

    b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

        i. The property is zoned Rural Lands Five Acre District (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District.

    c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

        i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

    d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

        i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, wetlands and steep slopes have been identified on this property however a critical area report is not required for the processing of a preliminary plat at this location as the residential development will not occur in close proximity to the mapped critical areas.

Should any future development occur near these areas a critical area report may be required.

ii. The proposed plat is located within a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The proposed subdivision complies with the Benton County Flood Damage Prevention Ordinance BCC Title 3.26.

i. The proposed plat is located in an unnumbered A flood zone in the 100-year flood boundary as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

f. The proposed subdivision complies with the Benton County Shoreline Master Program.

i. Portions of Lots 6-11 are within the jurisdiction of the Shoreline Master Plan and any development or use must meet the requirements of the rural environment.

g. The requirements of the State Environmental Policy Act have been met based on the following:

i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

ii. During the SEPA comment period the following comments were received:

1. Benton County Planning Division required flood elevation data to be provided by the applicant per BCC 3.26.070(d)(4) and archeological monitoring per the cultural resource survey dated June 2023;

2. State of Washington Department of required a cultural resource survey to be conducted;

3. US Bureau of Reclamation required detailed bridge plans to be provided to and approved by Reclamation and listed other concerns that not been addressed by the applicant; and

4. West Benton Fire and Rescue required the proposed bridge to be rated for vehicle weighing over 39 tons.

iii. An MDNS with mitigation/conditions (PCM 1.15) was issued for the project on June 29, 2023.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21); and

3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;

a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;

4. The public interest will be served by the proposed division and dedication;

a. The creation of 11 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and

b. Benton County standards are to be complied with, including the construction and dedication of a new public road.

5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

   a. Appropriate provisions have been made for the public health and safety based on the following facts:

      i. The applicant has proposed that the preliminary plat be served by individual ground wells for potable and irrigation water and individual septic systems;

      ii. The Benton Franklin Health District has reviewed the preliminary plat and has no objections provided the conditions in their letter dated October 4, 2022, are satisfied; and

      iii. The Benton County Fire Marshal has no objections provided the proposed division complies with the requirements set forth in BCC 3.18.025.

   b. Appropriate provisions have been made for open spaces based on the following facts:

      i. The proposed subdivision does not contain land to be designated for open space.

   c. Appropriate provisions have been made for drainage ways based on the following facts:

      i. Pacific Engineering Design, LLC prepared a stormwater pollution prevention plan for the applicants of Blair Loop dated December 22, 2019 (PCM 1.10). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development; and

      ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21).

   d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

      i. The public interest will be served by the proposed division and dedication as the Benton County Public Works Department road standards are to be complied with including the construction and dedication of the new public road; and

      ii. Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 1.21).

   e. Appropriate provisions have been made for transit stops based on the following facts:

      i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

   f. Adequate provisions have been made for potable water supplies based on the following facts:

      i. The project is located in the Lower Yakima Watershed, WRIA 37;

      ii. The applicant has proposed that the preliminary plat be served by individual well and septic systems;

      iii. The proposed project does comply with BCC 9.02.070(b)(3) including, but not limited to, the Benton County Comprehensive Plan (i.e., Comprehensive Plan's rural domestic water policies- RCW 90.44.050) and the Washington State Department of Ecology's guidance on exemptions for groundwater.

iv. Developments utilizing ground wells under the Department of Ecology's Groundwater Exemption is limited to a total of 14 lots in perpetuity for the entire project area and any future development under the Washington State Department of Health's standard of 350 gallons per day (5,000 gallons per day/14 lots = 357 gallons per day per lot).

v. This preliminary plat is located within the Benton County Rural Water Supply Program Mitigation Area. All new lots and residences located within this plat are required to comply with Benton County Ordinance 619 (BCC Title 15), Benton County Rural Water Supply Program, as amended. All proposed lots shall acquire a mitigation certificate from Benton County prior to final plat approval. In addition, all new dwelling units within the Mitigation Area are required to meter their water usage through a meter approved by the County and pay an annual program fee in an amount set by the County prior to receiving a certificate of occupancy.

vi. The Benton Franklin Health District has reviewed the preliminary plat and have no objections provided the conditions in their letter dated October 4, 2022, are satisfied; Adequate provisions have been made for sanitary waste based on the following facts:

g. Adequate provisions have been made for sanitary waste based on the following facts:

i. The Benton Franklin Health District has no objections to individual septic systems which are proposed to serve the lots.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Prosser School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or who wait for school buses.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

a. The Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision;

b. Reference the BFHD comments as it relates to this preliminary plat (PCM 1.11 and PCM 1.29).

7. This plat is located within the Sunnyside Valley Irrigation District and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

a. The applicant is required to comply with the Sunnyside Valley Irrigation District standards and requirements as they relate to RCW 58.17.310.

CONDITIONS OF APPROVAL

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department**, including the following:

a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

c. All roads within this plat shall follow standard R-2 with the addition of a minimum 1-foot gravel shoulder. Roadways shall be designed for a minimum 35 mile per hour design speed.

d. The pavement return radius at all intersections shall be a minimum of 35 feet.

e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accounting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.

i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

j. Per special conditions of road approach permit 2020-280 the approach on the NE corner of lot 3 on this plat shall be removed and a new paved approach connecting to the new proposed road shall be constructed as part of this subdivision.

k. Dedicate 60' of right of way to Benton County for road purposes.

l. Remove the 60' radius temporary turn around on lot 6.

m. The proposed road shall be paved in its entirety.

n. The temporary turn-around at the end of the proposed road shall be paved.

o. Previous comments sent to the developer with plan requirements for road and bridge construction remain in effect.

p. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

q. Please add the following notes to the face of the final plat:

- Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access
- No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way
- Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations
- Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner
- Lots 1 and 3 shall not have direct access to Old Inland Empire Highway
- The temporary turn-around shall remain in effect until such time "Proposed Road" is extended

r. For more information, please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the **Washington State Department of Archeology and Historic Preservation**, including the following:

   a. DAHP has assigned the following Project Tracking Code: 2023-02-01045.

   b. Our statewide predictive model indicates that there is a high probability of encountering cultural resources within the proposed project area. This is due, in part, to the proximity of the proposed project area to the Yakima River, a resource known to have been important to both Native Americans and settlers in this area. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted and a report be produced prior to ground disturbing activities. This report should meet DAHP's Standards for Cultural Resource Reporting.

   c. We also recommend that any historic buildings or structures (45 years in age or older) located within the project area are evaluated for eligibility for listing in the National Register of Historic Places on Historic Property Inventory (HPI) forms. We highly encourage the SEPA lead agency to ensure that these evaluations are written by a cultural resource professional meeting the SOI Professional Qualification Standards in Architectural History.

   d. Please ensure that the DAHP Project Tracking Number is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. Please also ensure that any reports, site forms, and/or historic property inventory (HPI) forms are uploaded to WISAARD by the consultant(s).

   e. Per a follow up comment dated July 10th, 2023 regarding the submitted cultural resource study DAHP concurs with the survey provided and requests an Inadvertent Discover Plan (IDP) be included as part of the construction permit.

   f. Please contact Sydney Hanson at 360-280-7563 or Sydney.hanson@dahp.wa.us for more information.

3. Applicant shall meet and comply with the requirements of the **US Bureau of Reclamation**, including the following:

   a. The proposed bridge plan, its location, and associated improvement plans have not yet been provided to, nor approved by this agency.

   b. This plat must not be approved or finalized until the detailed bridge plans approved by Benton County have been provided to the Bureau of Reclamation (Reclamation) Yakima Field Office and the Reclamation required engineering review, the National Environmental Policy Act review, and National Historic Preservation Act review are complete and all changes or actions required in those reviews have been completed and Reclamation approved.

   c. Other items of concern that have not yet been determined include but are not limited to:

      - Water shed management (to include oils and runoff from entering canal)
      - Urban encroachment (resulting in water seepage issues)
      - Trespassing on USBR property and risk of entering canal (fences need to be designed and installed in compliance with policy)
      - Canal Operations and Maintenance Road access for Reclamation and preventing unauthorized access.

   d. Upon receipt of the Benton County approved final plans on the proposed bridge to the Reclamation Yakima Field Office, Reclamation's engineering and policy review can begin along with the necessary National Environmental Policy Act and National Historic Preservation Act reviews.

   e. Please contact Chad Stuart with the Yakima Field Office at 509-573-8120 for more information.

4. Applicant shall meet and comply with the requirements of the **Washington State Department of Fish and Wildlife**, including the following:

   a. After a desktop review, aerial imagery shows that Parcel 127951000002000 appears to have experienced significant disturbance in recent years, causing a removal of significant shrub and tree cover. Maintaining or improving the existing shrub cover on the area is important for wildlife and continued removal may have a detrimental impact on wildlife use.

   b. The primary concern that WDFW has identified in this area is potential impacts to the shoreline of the Yakima River. From aerial photographs, it appears that the site contains a riparian zone along the west bank of the river. This vegetation is habitat for wildlife and provides shade for the Yakima River. The vegetation south of the railroad tracks appears to have been reduced in recent years by what appears to have been a small fire. This portion of the Yakima River contains multiple priority species and their associated habitats and as such required to be protected under Benton County Shoreline Master Program Policy Chapter H and Benton County Shoreline Master Program Regulations Section 15.06.030 and 15.06.070.

   c. WDFW would like to ensure that the riparian area remains intact at the conclusion of any subdivision and subsequent development of this area. Within Parcel 127951000002000, this riparian area ranges from approximately 75 feet to approximately 150 feet from the ordinary high-water line. Benton County Shoreline Master Program Regulations Section 15.06.030, Table 06.030 – 2 states that "new and expanded uses in shoreline jurisdiction shall be located to avoid and minimize intrusion into riparian areas, as well as avoid tree and shrub removal." In light of the riparian habitat present and need for the protection thereof, WDFW proposes a minimum 150-foot buffer + 25 foot setback for any development within current Parcel 127951000002000.

d. WDFW also notes a potential watercourse bisecting Parcel 127951000002000. Such a watercourse may be subject to critical areas codes. WDFW would be happy to coordinate on a site visit to determine if the area meets the definitions of waters of the state.

e. Please contact Troy Maikis at 509-312-8117 or Troy.Maikis@dfw.wa.gov for more information.

5. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. The BFHD has reviewed the short plat proposal and finds that it generally meets their requirements for plats utilizing on-site sewage systems and public water supply provided:

   a. Your request to extend a waiver approval referenced above to allow for a reduction of minimum usable land area requirements for new subdivisions in a type 5 soils has been reviewed and in accordance with the provisions of Benton-Franklin District Board of Health Rules and Regulations No. 2 and WAC 246-272A is hereby conditionally approved.

   b. This approval is strictly limited to the 56.8-acre long plat proposal and will create 11 lots, 8 of the 11 lots as proposed have identified area sufficient to meet the minimum land area requirements set forth in Benton-Franklin District Board of Health Rules and Regulations No. 2. Proposed lots 4, 5, and 6 do not, based on current testing, meet the minimum usable land area requirements. In addition, this approval is conditioned upon the following: The following statement is placed on the plat:

      - The placement of any on-site sewage system on proposed lots 4, 5, and 6 will require the use of an alternative type of sewage system in accordance with Benton-Franklin District Board of Health Rules and Regulations No. 2.
      - Binding site plans for on-site sewage system placement must be established for proposed lots 4, 5, and 6 meeting location requirements for an approved alternative type on-site sewage system.
      - The design of any on-site sewage system on the property must be executed by a licensed Professional Engineer or On-Site Wastewater Treatment System Designer, and installation of said system must be performed by a permitted installer within the Benton Franklin Health District.

   c. This approval is strictly limited to the previously mentioned site and is conditioned upon said site complying with all other applicable rules and regulations.

   d. The preceding recommendation shall be valid for a period not to exceed an additional 6 months from this date, shall be non-transferable, and will be declared null and void should the proposal not be developed by that time. This recommendation should not be considered as an approval for any future attempt at further segregation or subdivision of said lots.

   e. Please contact JoDee Peyton at 509-460-4318 for more information.

6. Applicant shall meet and comply with the requirements of the **Benton REA** including the following:

   a. Please add a 10' utility easement on both sides of the following parcel lines:

      - North parcel line of Lot 11
      - Shared line of Lots 11 and 10
      - Shared line of Lots 10 and 9
      - Shared line of Lots 9 and 8
      - Shared line of Lots 8 and 7

- Shared line of Lots 7 and 6
- Shared line of Lots 6 and 5

b. For more information, please contact Scott Stearns at 509-786-8252.

7. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:

   a. All driveways that service single family dwellings in this subdivision shall comply with BCC 3.18.045. A packet of information is attached that references all applicable codes for private driveways.

   b. For this subdivision to be exempt from the installation of fire hydrants for fire flow, all dwellings and accessory structures shall comply with BCC 3.18.025:

      3.18.025 GENERAL EXEMPTIONS. The following are exempt from BCC 3.18.030, BCC 3.18.035, BCC 3.18.036, BCC 3.18.037, BCC 3.18.038, BCC 3.18.039, BCC 3.18.040, BCC 3.18.041, and BCC 3.18.042.

      (a) Low Density Exemption - Divisions of land which satisfy all the following requirements:

      (1) Each lot created is at least one (1) gross acre or more in area; and

      (2) The minimum permitted setback distance for all structures, from all lot lines, is twenty-five (25) feet unless greater distances are required by other county regulations (i.e., zoning, building, etc.); and

      (3) The use of each lot created is limited by county regulations or plat covenant to a single family dwelling, duplex or other use which is not multi-family, commercial or industrial.

   c. Please contact the Benton County Fire Marshal, Gary Tiplady, at (509) 735-3500 or Gary.tiplady@co.benton.wa.us for more information.

8. Applicant shall meet and comply with the requirements of the **Sunnyside Valley Irrigation District** including the following:

   a. Irrigation distribution facilities and 10' private irrigation easements must be provided to all new lots pursuant to RCW 58.17.310 and must be shown on the final plat to allow all lots to access irrigation water. This includes adjacent parcels with the same point of delivery.

   b. Access for plats and/or subdivisions will not be allowed on SVID operation and maintenance roads.

   c. SVID facilities falling within the parcel boundaries are to be located, surveyed, and shown on the final plat.

   d. Buildings and/or obstructions will not be allowed within SVID easements or rights-ofway.

   e. All irrigation assessments must be paid in full prior to SVID approval.

   f. Refer to www.SVID.org (under the 'Resources for Landowners' tab) for the list of general requirements for plat approval by SVID.

   g. The project will require the purchase of a flowmeter.

   h. Contact SVID for additional short plat requirements and fees specific to this project.

   i. Please contact Rigo Diosdado at (509) 837-6980 or diosdador@SVID.org for more information.

9. Applicant shall meet and comply with the requirements of the **Confederated Tribes of the Umatilla Indian Reservation** including the following:

   a. The applicant's updated Cultural Resource Survey dated July 26, 2023 by Plateau CRM needs to address the following:

      - Expansion of the scope of the survey to include a larger testing area including but not limited to all ground disturbing activities such as placement of utilities, construction of roads, and other infrastructure associated with building residences.
      - The average shovel depth probe depth of 33 cm is inadequate. Additional testing should be a greater depth such as one meter.
      - Additional narrative as to why the authors chose not to recommend additional sampling despite their statement in the conclusions and recommendations that addition sampling will be needed.
      - Inclusion of requirements and recommendations related to the project being within CTUIR ceded territory.
      - Adequately address important details necessary for the Section 106 component to the bridge crossing including but not limited to an acknowledgment of proposed bridge crossing the Chandler Power Canal and the portion of the canal that was excluded from report. Also include a description of how the bridge will not have an adverse effect to the NRHP-eligble canal.
      - The testing conducted to date and the absence of additional testing is inadequate for the needs of the proposed project.
      - Justify how the proposed bridge will not impact the NRHP-eligible Chandler Power Canal.
      - The location of the bridge crossing needs to be included on the plat map.
      - If the proposed bridge will cross the canal, then that makes at least that portion of the canal part of the project area and should be included in the survey area.
      - The UDP needs to be updated to include contacting the CTUIR.
      - There is a discrepancy between the UDP and the recommendations for monitoring. Please prepare a monitoring plan as a separate appendix.
      - Preparation of a WA State archaeological monitoring permit needs to be completed per RCW 27.53.60.

   b. Please contact Ashley M. Morton at (541) 429-7214 or ashleymorton@ctuir.org

10. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

   a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Division on June 29, 2023 (PCM 1.15).

      - Benton County Planning Division recommendations.
      - State of Washington Department of Archeology and Historic Preservation recommendations as outlined in their letters dated February 15, 2022 (PCM 1.22).

- US Bureau of Reclamation recommendations as outlined in their letter dated February 21, 2022 (PCM 1.23); and
- West Benton Fire and Rescue recommendations as outlined in their letter dated February 6, 2022 (PCM 1.17).

b. The applicant shall meet and comply with the recommendations of the Confederated Tribes of the Umatilla Indian Reservation and obtain final written verification that the CTUIR approves the project and Cultural Resource Survey prior to final plat.

c. The submitted Cultural Resource Survey dated July 26, 2023, shows building sites/envelopes within the report. Please show these building envelopes on the plat map as they are the only areas which have been surveyed. If no building envelopes are proposed, amend the Cultural Resource Survey to include additional testing of all areas of potential building or ground disturbance.

d. The applicant shall meet and comply with the recommended design and project compliance, stormwater system design, proposed erosion control plan and proposed maintenance plan identified in the Stormwater Pollution Prevention Plan prepared by Pacific Engineering Design, LLC dated December 22, 2019 (PCM 1.10).

e. Benton County Code 3.26.070(d)(4) requires all subdivisions located on parcels of 5 acres or more to provide base flood elevation data. The applicant shall submit base flood data for the project area.

f. This parcel is located within Benton County's Rural Water Supply Program. The Applicant must apply for and obtain a mitigation certificate for all lots except Lots 1 (RWSP 2020-053) and 2 (existing exempt residence) prior to final plat approval.

- For more information, please contact the Benton County Planning Division at (509) 786-5612 or rural.water@co.benton.wa.us.

g. Per WDFW's submitted comments, please show a 150-foot buffer + 25-foot setback from the ordinary high-water mark on the final plat.

h. Please propose 3 road names for the new road within the plat to be reviewed and approved by the Benton County GIS Department prior to final plat.

- The applicant shall work with Benton County GIS to show the temporary addresses on the final plat map.

i. Show the location, name, right-of-way widths, and type of surfacing of all streets located within and adjacent to the land to be subdivided on the plat map.

j. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

k. Please include the following signatures blocks on the final plat:

- Owner/Notary
- Chairman of the Benton County Board of County Commissioners
- Chairman of the Benton County Planning Commission
- Benton County Engineer
- Benton REA
- Benton-Franklin Health District
- Sunnyside Valley Irrigation District

- Benton County Treasurer
- Benton County Assessor
- US Bureau of Reclamation

I. The following notes shall be placed on the final plat:

- Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050, as currently existing and hereafter amended, regarding public ground water. The applicant must demonstrate that potable water is legally available by presenting (A) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot; (B) a water well report filed and received by the Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050, as currently existing and hereafter amended; or (C) a written approval of the Washington State Department of Health that a group A or group B public water supply system has been installed and is available for providing potable water to the lot.
- During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided.
- Address numbers [noted in brackets] are subject to change until the exact location of access onto the plat is determined.
- The utility easements shown hereon are hereby granted for the use, access and maintenance by the platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract.
- This plat is located within the Benton County Rural Water Supply Program Mitigation Area. All new lots and dwelling units located within this plat are required to comply with Benton County Code Title 15.18, Rural Water Supply Program, as amended. All new lots shall acquire a mitigation certificate from Benton County or provide a valid domestic water right and all new dwelling units within the Mitigation Area are required to meter their water usage through a meter approved by the County and pay an annual program fee in an amount set by the County.
- Development utilizing ground wells under the Department of Ecology's Groundwater Exemption is limited to a total of 14 lots in perpetuity for the entire project area and any future development under the Washington State Department of Health's standard of 350 gallons per day (5,000 gallons per day/14 lots = 357 gallons per day per lot).
- Portions of this property are located within the 100-year floodplain as designated by the Federal Emergency Management Agency (FEMA) and are subject to the conditions set forth by the Benton County Flood Damage Prevention Ordinance, which may include elevating structures. Please contact the Benton County Planning Division for further information.
- Portions of this plat are located within a critical resource area classified as geologically hazardous (steep slopes greater than 15%). Please contact the Benton County Planning Division for more information.
- Any development within 200 feet of the Ordinary High-Water Mark shall comply with Benton County's Shoreline Master Program.

- Portions of this short plat are located within Freshwater Emergent Wetlands as identified by the US Fish and Wildlife Service's National Wetland Inventory. Before any land use activities may occur within these areas a critical area report may be required. Please contact the Benton County Planning Division for further information.
- Per BCC 3.18.025(a)(2) the minimum permitted setback distance for all structures on all lots within this plat, shall be a minimum of twenty-five (25) feet from all property lines unless greater distances are required by other county regulations (i.e., zoning, building, etc.) in lieu of the installation of fire hydrants within this plat.

11. Applicant shall meet and comply with the requirements of the **Benton County Planning Commission**, including the following:
    a. Please add the following note to the plat map: "Any removal of vegetation within 200 feet of the Ordinary High-Water Mark on Lots 6-11 is restricted per Benton County's Shoreline Master Program."
    b. A dry hydrant shall be installed to withdraw water from the Chandler Canal for fire purposes.
12. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.
13. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.
14. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.
15. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:
16. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.
17. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
18. Address numbers shall be coordinated with the Benton County GIS Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
19. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.
20. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.
21. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as

adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

The Planning Commission incorporates by reference and adopts the Planning Department's Findings of Fact and Conditions as set forth in its August 2, 2023, staff report, except to the extent any such findings are inconsistent with any of the Planning Commission findings stated above.

A majority of the Planning Commission members conclude based on the foregoing findings that the public interest will be served by the subdivision and dedication.

THEREFORE, BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its Chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to File No. SUB 2022-004, the preliminary plat of Blair Loop, proposed by Jerrod Sessler, and such plat is hereby recommended to the Board of County Commissioners for APPROVAL with the 21 Conditions noted above.

8/21/2023

Martin Sheeran, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

The Audio Recording of the August 8, 2023 Planning Commission Meeting can be found on the Agenda Page of the County Website.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.1

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO:	SUB 2022-004 Preliminary Plat of Blair Loop
MEMO DATE:	August 2, 2023
HEARING DATE:	August 8, 2023
APPLICANT/: OWNER	Jerrod Sessler RQ Bradley, LLC, 84009 W OIE Hwy Prosser, WA 99350
LOCATION:	The site is located in unincorporated Benton County south of Old Inland Empire Highway in Sections 22 and 27, Township 9 North, Range 25 East, W.M. in Prosser, WA on parcel numbers 122954000004000, 127951000004000, and 127951000002000.
PROPERTY SIZE:	Approximately 64.70 acres
AREA TO BE USED:	Approximately 61.20 acres
LAND USE:	Residential
COMP. PLAN:	Rural Remote
ZONING:	Rural Lands Five Acre District
SUGGESTED STAFF RECOMMENDATION:	Positive recommendation subject to seven (7) findings of fact and twenty (20) conditions of approval.

APPLICATION DESCRIPTION

The applicant has submitted a preliminary plat application (PCM 1.8) and map (PCM 1.9) to subdivide approximately 64.70 acres into 11 residential lots. The preliminary plat is known as Blair Loop and is zoned Rural Lands Five Acre District.

The average lot size in the development is approximately 5.50 acres and the lots are proposed to be served by a new public road, individual wells, and septic systems.

The site is located in unincorporated Benton County south of Old Inland Empire Highway in Sections 22 and 27, Township 9 North, Range 25 East, W.M. in Prosser, WA on parcel numbers 122954000004000, 127951000004000, and 127951000002000.

PUBLIC NOTICE

1. A Notice of Application was published in the Prosser Record Bulletin on February 1, 2023 (PCM 1.14).
2. Planning Staff mailed out review packets to technical agencies on February 3, 2023.

3. A Notice of Public Hearing was published in the Prosser Record Bulletin on July 26, 2023 (PCM 1.3).
4. Property owners within 300 feet were mailed notice on July 18, 2023.
5. A SEPA Determination of Mitigated Non-Significance (MDNS) (PCM 1.15) was issued on June 29, 2023.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: Benton County Comprehensive Plan.
2. SEPA: BCC, Title 6, Chapter 6.35 Environmental Policy.
3. Subdivision Code: BCC, Title 9, Subdivision Regulations.
4. Zoning Code: BCC, Title 11, Zoning Regulations.
5. Critical Area Ord.: BCC, Title 15, Critical Areas- BCC 15.02 - 15.14.
6. Flood Code: BCC, Title 3.26, Flood Damage Prevention.
7. Shoreline: Benton County Shoreline Master Program.
8. RCW 58.17: Plats and Subdivisions.
9. Planning Commission/Open Record Hearing:

   Pursuant to BCC 9.05.070, an open record hearing on the proposed subdivision shall be held before the Planning Commission. The Planning Commission shall consider all relevant information, including but not limited to:

   a. The staff report by the Planning Division,
   b. Any written comments or concerns expressed by other reviewing agencies,
   c. Oral and written testimony from persons present at the hearing; and

   If the Planning Commission finds that additional information is needed, the Planning Commission may continue the hearing for up to thirty-five (35) days or such longer period as agreed to by the applicant and direct that the additional information be gathered.

AGENCY COMMENTS

1. Benton County Planning Division: See the suggested findings of fact and conditions of approval for the Planning Division's comments and requirements.
2. Benton County Public Works Department: See comments dated February 14, 2023 (PCM 1.21).
3. Washington State Department of Archeology and Historic Preservation: See comments dated February 15, 2023 (PCM 1.22 and July 10, 2023 (PCM 1.28).
4. US Bureau of Reclamation: See comments dated February 21, 2023 (PCM 1.23).
5. Sunnyside Valley Irrigation District: See comments dated February 3, 2023 (PCM 1.16).
6. Benton REA: See comments dated February 22, 2023 (PCM 1.24).
7. Benton Franklin Health District: See comments dated October 4, 2022 (PCM 1.11 and 1.29).
8. Washington State Department of Fish and Wildlife: See comments dated February 10, 2023 (PCM 1.20).

9. Confederated Tribes of the Umatilla Indian Reservation: See comments dated June 30, 2023 (PCM 1.26) and August 2, 2023 (PCM 1.31).

CRITERIA FOR FINDINGS OF FACT

1. Pursuant to BCC 9.05.080, Consideration of Preliminary Subdivision, the Benton County Planning Commission, after conducting an open record hearing and considering all information presented, shall forward a recommendation to the Board of County Commissioners regarding whether the preliminary plat be approved, approved with conditions, or denied as proposed. Prior to making any recommendation, the Planning Commission shall make the following written findings:
    a. That the proposed subdivision conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    b. That the County Engineer, or designee, has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;
    c. That the proposed subdivision meets the requirements of BCC 9.05;
    d. That the public interest will be served by the proposed division and dedication;
    e. That appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;
    f. That the Benton-Franklin Health District and Sunnyside Valley Irrigation District have reviewed the proposed subdivision for compliance with their rules and regulations and has not expressed objection to the proposed subdivision; and
    g. If any portion of the proposed subdivision is located within an irrigation district, that the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.
2. RCW 58.17.110 (1)(2)(3). Approval or disapproval of subdivision - factors to be considered-conditions of approval.

RECOMMENDATION

Benton County Planning staff will assist the Planning Commission with the determination of findings and conditions for the preliminary plat of Blair Loop - File Number SUB 2022-004.

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for the application SUB 2022-004, with the following suggested findings of fact, conditions of approval, and motion.

SUGGESTED FINDINGS OF FACT:

1. The proposed subdivision application (PCM 1.8), and preliminary plat map (PCM 1.9) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
        i. The 64.70-acre site is bordered on all sides by land zoned Rural Lands Five Acre District.

ii. The Benton County Comprehensive Plan designates this area as Rural Remote with a 5-acre minimum lot size. The property is zoned Rural Lands Five Acre (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District;

iii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;

iv. Rural Remote is the predominant rural land use in the County. This land is located mostly between the agricultural lands (GMA Agriculture), Rural Transition, and the Urban Growth Areas. Rural Remote land use is intended to enhance and preserve the County's rural character, which includes rural open space, low densities, wildlife habitat, public open space for outdoor recreational activities, and rural home sites on which a limited range of agricultural activities may be conducted. Allowable density in Rural Remote land use is 1 dwelling unit per 5 acres.

v. The smallest lot size is 5.00 acres and the average lot size for this plat is 5.50 acres;

vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and

vii. The creation of 11 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan.

b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

i. The property is zoned Rural Lands Five Acre District (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District.

c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, wetlands and steep slopes have been identified on this property however a critical area report is not required for the processing of a preliminary plat at this location as the residential development will not occur in close proximity to the mapped critical areas. Should any future development occur near these areas a critical area report may be required.

ii. The proposed plat is located within a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The proposed subdivision complies with the Benton County Flood Damage Prevention Ordinance BCC Title 3.26.

i. The proposed plat is located in a unnumbered A flood zone in the 100-year flood boundary as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

f. The proposed subdivision complies with the Benton County Shoreline Master Program.

i. Portions of Lots 6-11 are within the jurisdiction of the Shoreline Master Plan and any development or use must meet the requirements of the rural environment.

g. The requirements of the State Environmental Policy Act have been met based on the following:

i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

ii. During the SEPA comment period the following comments were received:

1. Benton County Planning Division required flood elevation data to be provided by the applicant per BCC 3.26.070(d)(4) and archeological monitoring per the cultural resource survey dated June 2023;

2. State of Washington Department of required a cultural resource survey to be conducted;

3. US Bureau of Reclamation required detailed bridge plans to be provided to and approved by Reclamation and listed other concerns that not been addressed by the applicant; and

4. West Benton Fire and Rescue required the proposed bridge to be rated for vehicle weighing over 39 tons.

iii. An MDNS with mitigation/conditions (PCM 1.15) was issued for the project on June 29, 2023.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21); and

3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;

a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;

4. The public interest will be served by the proposed division and dedication;

a. The creation of 11 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and

b. Benton County standards are to be complied with, including the construction and dedication of a new public road.

5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

a. Appropriate provisions have been made for the public health and safety based on the following facts:

i. The applicant has proposed that the preliminary plat be served by individual ground wells for potable and irrigation water and individual septic systems;

ii. The Benton Franklin Health District has reviewed the preliminary plat and has no objections provided the conditions in their letter dated October 4, 2022 are satisfied; and

iii. The Benton County Fire Marshal has no objections provided the proposed division complies with the requirements set forth in BCC 3.18.025.

b. Appropriate provisions have been made for open spaces based on the following facts:

i. The proposed subdivision does not contain land to be designated for open space.

c. Appropriate provisions have been made for drainage ways based on the following facts:

i. Pacific Engineering Design, LLC prepared a stormwater pollution prevention plan for the applicants of Blair Loop dated December 22, 2019 (PCM 1.10). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development; and

ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.21).

d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

i. The public interest will be served by the proposed division and dedication as the Benton County Public Works Department road standards are to be complied with including the construction and dedication of the new public road; and

ii. Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 1.21).

e. Appropriate provisions have been made for transit stops based on the following facts:

i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

f. Adequate provisions have been made for potable water supplies based on the following facts:

i. The project is located in the Lower Yakima Watershed, WRIA 37;

ii. The applicant has proposed that the preliminary plat be served by individual well and septic systems;

iii. The proposed project does comply with BCC 9.02.070(b)(3) including, but not limited to, the Benton County Comprehensive Plan (i.e., Comprehensive Plan's rural domestic water policies- RCW 90.44.050) and the Washington State Department of Ecology's guidance on exemptions for groundwater.

iv. Developments utilizing ground wells under the Department of Ecology's Groundwater Exemption is limited to a total of 14 lots in perpetuity for the entire project area and any future development under the Washington State Department of Health's standard of 350 gallons per day (5,000 gallons per day/14 lots = 357 gallons per day per lot).

v. This preliminary plat is located within the Benton County Rural Water Supply Program Mitigation Area. All new lots and residences located within this plat are required to comply with Benton County Ordinance 619 (BCC Title 15), Benton County Rural Water Supply Program, as amended. All proposed lots shall acquire a mitigation certificate from Benton County prior to final plat approval. In addition, all new dwelling units within the Mitigation Area are required to meter their water usage through a meter approved by the County and pay an annual program fee in an amount set by the County prior to receiving a certificate of occupancy.

vi. The Benton Franklin Health District has reviewed the preliminary plat and have no objections provided the conditions in their letter dated October 4, 2022 are satisfied; Adequate provisions have been made for sanitary waste based on the following facts:

g. Adequate provisions have been made for sanitary waste based on the following facts:

i. The Benton Franklin Health District has no objections to individual septic systems which are proposed to serve the lots.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Prosser School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or who wait for school buses.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

a. The Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision;

b. Reference the BFHD comments as it relates to this preliminary plat (PCM 1.11 and PCM 1.29).

7. This plat is located within the Sunnyside Valley Irrigation District and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

a. The applicant is required to comply with the Sunnyside Valley Irrigation District standards and requirements as they relate to RCW 58.17.310.

SUGGESTED CONDITIONS OF APPROVAL:

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department**, including the following:

a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

c. All roads within this plat shall follow standard R-2 with the addition of a minimum 1-foot gravel shoulder. Roadways shall be designed for a minimum 35 mile per hour design speed.

d. The pavement return radius at all intersections shall be a minimum of 35 feet.

e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accounting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.

i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

j. Per special conditions of road approach permit 2020-280 the approach on the NE corner of lot 3 on this plat shall be removed and a new paved approach connecting to the new proposed road shall be constructed as part of this subdivision.

k. Dedicate 60’ of right of way to Benton County for road purposes.

l. Remove the 60’ radius temporary turn around on lot 6.

m. The proposed road shall be paved in its entirety.

n. The temporary turn-around at the end of the proposed road shall be paved.

o. Previous comments sent to the developer with plan requirements for road and bridge construction remain in effect.

p. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

q. Please add the following notes to the face of the final plat:

    i. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access

    ii. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way

    iii. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations

    iv. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner

v. Lots 1 and 3 shall not have direct access to Old Inland Empire Highway

vi. The temporary turn-around shall remain in effect until such time "Proposed Road" is extended

r. For more information, please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the **Washington State Department of Archeology and Historic Preservation**, including the following:

a. DAHP has assigned the following Project Tracking Code: 2023-02-01045.

b. Our statewide predictive model indicates that there is a high probability of encountering cultural resources within the proposed project area. This is due, in part, to the proximity of the proposed project area to the Yakima River, a resource known to have been important to both Native Americans and settlers in this area. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted and a report be produced prior to ground disturbing activities. This report should meet DAHP's Standards for Cultural Resource Reporting.

c. We also recommend that any historic buildings or structures (45 years in age or older) located within the project area are evaluated for eligibility for listing in the National Register of Historic Places on Historic Property Inventory (HPI) forms. We highly encourage the SEPA lead agency to ensure that these evaluations are written by a cultural resource professional meeting the SOI Professional Qualification Standards in Architectural History.

d. Please ensure that the DAHP Project Tracking Number is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. Please also ensure that any reports, site forms, and/or historic property inventory (HPI) forms are uploaded to WISAARD by the consultant(s).

e. Per a follow up comment dated July 10th, 2023 regarding the submitted cultural resource study DAHP concurs with the survey provided and requests an Inadvertent Discover Plan (IDP) be included as part of the construction permit.

f. Please contact Sydney Hanson at 360-280-7563 or Sydney.hanson@dahp.wa.us for more information.

3. Applicant shall meet and comply with the requirements of the **US Bureau of Reclamation**, including the following:

a. The proposed bridge plan, its location, and associated improvement plans have not yet been provided to, nor approved by this agency.

b. This plat must not be approved or finalized until the detailed bridge plans approved by Benton County have been provided to the Bureau of Reclamation (Reclamation) Yakima Field Office and the Reclamation required engineering review, the National Environmental Policy Act review, and National Historic Preservation Act review are complete and all changes or actions required in those reviews have been completed and Reclamation approved.

c. Other items of concern that have not yet been determined include but are not limited to:

i. Water shed management (to include oils and runoff from entering canal)

ii. Urban encroachment (resulting in water seepage issues)

iii. Trespassing on USBR property and risk of entering canal (fences need to be designed and installed in compliance with policy)

iv. Canal Operations and Maintenance Road access for Reclamation and preventing unauthorized access.

d. Upon receipt of the Benton County approved final plans on the proposed bridge to the Reclamation Yakima Field Office, Reclamation's engineering and policy review can begin along with the necessary National Environmental Policy Act and National Historic Preservation Act reviews.

e. Please contact Chad Stuart with the Yakima Field Office at 509-573-8120 for more information.

4. Applicant shall meet and comply with the requirements of the **Washington State Department of Fish and Wildlife**, including the following:

a. After a desktop review, aerial imagery shows that Parcel 127951000002000 appears to have experienced significant disturbance in recent years, causing a removal of significant shrub and tree cover. Maintaining or improving the existing shrub cover on the area is important for wildlife and continued removal may have a detrimental impact on wildlife use.

b. The primary concern that WDFW has identified in this area is potential impacts to the shoreline of the Yakima River. From aerial photographs, it appears that the site contains a riparian zone along the west bank of the river. This vegetation is habitat for wildlife and provides shade for the Yakima River. The vegetation south of the railroad tracks appears to have been reduced in recent years by what appears to have been a small fire. This portion of the Yakima River contains multiple priority species and their associated habitats and as such required to be protected under Benton County Shoreline Master Program Policy Chapter H and Benton County Shoreline Master Program Regulations Section 15.06.030 and 15.06.070.

c. WDFW would like to ensure that the riparian area remains intact at the conclusion of any subdivision and subsequent development of this area. Within Parcel 127951000002000, this riparian area ranges from approximately 75 feet to approximately 150 feet from the ordinary high-water line. Benton County Shoreline Master Program Regulations Section 15.06.030, Table 06.030 – 2 states that "new and expanded uses in shoreline jurisdiction shall be located to avoid and minimize intrusion into riparian areas, as well as avoid tree and shrub removal." In light of the riparian habitat present and need for the protection thereof, WDFW proposes a minimum 150-foot buffer + 25 foot setback for any development within current Parcel 127951000002000.

d. WDFW also notes a potential watercourse bisecting Parcel 127951000002000. Such a watercourse may be subject to critical areas codes. WDFW would be happy to coordinate on a site visit to determine if the area meets the definitions of waters of the state.

e. Please contact Troy Maikis at 509-312-8117 or Troy.Maikis@dfw.wa.gov for more information.

5. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. The BFHD has reviewed the short plat proposal and finds that it generally meets their requirements for plats utilizing on-site sewage systems and public water supply provided:

a. Your request to extend a waiver approval referenced above to allow for a reduction of minimum usable land area requirements for new subdivisions in a type 5 soils has been reviewed and in accordance with the provisions of Benton-Franklin District Board of Health Rules and Regulations No. 2 and WAC 246-272A is hereby conditionally approved.

b. This approval is strictly limited to the 56.8-acre long plat proposal and will create 11 lots, 8 of the 11 lots as proposed have identified area sufficient to meet the minimum land area requirements set forth in Benton-Franklin District Board of Health Rules and Regulations No. 2. Proposed lots 4, 5, and 6 do not, based on current testing, meet the minimum usable land area requirements. In addition, this approval is conditioned upon the following: The following statement is placed on the plat:

   i. The placement of any on-site sewage system on proposed lots 4, 5, and 6 will require the use of an alternative type of sewage system in accordance with Benton-Franklin District Board of Health Rules and Regulations No. 2.

   ii. Binding site plans for on-site sewage system placement must be established for proposed lots 4, 5, and 6 meeting location requirements for an approved alternative type on-site sewage system.

   iii. The design of any on-site sewage system on the property must be executed by a licensed Professional Engineer or On-Site Wastewater Treatment System Designer, and installation of said system must be performed by a permitted installer within the Benton Franklin Health District.

c. This approval is strictly limited to the previously mentioned site and is conditioned upon said site complying with all other applicable rules and regulations.

d. The preceding recommendation shall be valid for a period not to exceed an additional 6 months from this date, shall be non-transferable, and will be declared null and void should the proposal not be developed by that time. This recommendation should not be considered as an approval for any future attempt at further segregation or subdivision of said lots.

e. Please contact JoDee Peyton at 509-460-4318 for more information.

6. Applicant shall meet and comply with the requirements of the **Benton REA** including the following:

   a. Please add a 10’ utility easement on both sides of the following parcel lines:

      i. North parcel line of Lot 11

      ii. Shared line of Lots 11 and 10

      iii. Shared line of Lots 10 and 9

      iv. Shared line of Lots 9 and 8

      v. Shared line of Lots 8 and 7

      vi. Shared line of Lots 7 and 6

      vii. Shared line of Lots 6 and 5

   b. For more information, please contact Scott Stearns at 509-786-8252.

7. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:

   a. All driveways that service single family dwellings in this subdivision shall comply with BCC 3.18.045. A packet of information is attached that references all applicable codes for private driveways.

   b. For this subdivision to be exempt from the installation of fire hydrants for fire flow, all dwellings and accessory structures shall comply with BCC 3.18.025:

3.18.025 GENERAL EXEMPTIONS. The following are exempt from BCC 3.18.030, BCC 3.18.035, BCC 3.18.036, BCC 3.18.037, BCC 3.18.038, BCC 3.18.039, BCC 3.18.040, BCC 3.18.041, and BCC 3.18.042.

(a) Low Density Exemption - Divisions of land which satisfy all the following requirements:

(1) Each lot created is at least one (1) gross acre or more in area; and

(2) The minimum permitted setback distance for all structures, from all lot lines, is twenty-five (25) feet unless greater distances are required by other county regulations (i.e., zoning, building, etc.); and

(3) The use of each lot created is limited by county regulations or plat covenant to a single family dwelling, duplex or other use which is not multi-family, commercial or industrial.

c. Please contact the Benton County Fire Marshal, Gary Tiplady, at (509) 735-3500 or Gary.tiplady@co.benton.wa.us for more information.

8. Applicant shall meet and comply with the requirements of the **Sunnyside Valley Irrigation District** including the following:

a. Irrigation distribution facilities and 10' private irrigation easements must be provided to all new lots pursuant to RCW 58.17.310 and must be shown on the final plat to allow all lots to access irrigation water. This includes adjacent parcels with the same point of delivery.

b. Access for plats and/or subdivisions will not be allowed on SVID operation and maintenance roads.

c. SVID facilities falling within the parcel boundaries are to be located, surveyed, and shown on the final plat.

d. Buildings and/or obstructions will not be allowed within SVID easements or rights-of-way.

e. All irrigation assessments must be paid in full prior to SVID approval.

f. Refer to www.SVID.org (under the 'Resources for Landowners' tab) for the list of general requirements for plat approval by SVID.

g. The project will require the purchase of a flowmeter.

h. Contact SVID for additional short plat requirements and fees specific to this project.

i. Please contact Rigo Diosdado at (509) 837-6980 or diosdador@SVID.org for more information.

9. Applicant shall meet and comply with the requirements of the **Confederated Tribes of the Umatilla Indian Reservation** including the following:

a. The applicant's updated Cultural Resource Survey dated July 26, 2023 by Plateau CRM needs to address the following:

i. Expansion of the scope of the survey to include a larger testing area including but not limited to all ground disturbing activities such as placement of utilities, construction of roads, and other infrastructure associated with building residences.

ii. The average shovel depth probe depth of 33 cm is inadequate. Additional testing should be a greater depth such as one meter.

iii. Additional narrative as to why the authors chose not to recommend additional sampling despite their statement in the conclusions and recommendations that addition sampling will be needed.

iv. Inclusion of requirements and recommendations related to the project being within CTUIR ceded territory.

v. Adequately address important details necessary for the Section 106 component to the bridge crossing including but not limited to an acknowledgment of proposed bridge crossing the Chandler Power Canal and the portion of the canal that was excluded from report. Also include a description of how the bridge will not have an adverse effect to the NRHP-eligble canal.

vi. The testing conducted to date and the absence of additional testing is inadequate for the needs of the proposed project.

vii. Justify how the proposed bridge will not impact the NRHP-eligible Chandler Power Canal.

viii. The location of the bridge crossing needs to be included on the plat map.

ix. If the proposed bridge will cross the canal, then that makes at least that portion of the canal part of the project area and should be included in the survey area.

x. The UDP needs to be updated to include contacting the CTUIR.

xi. There is a discrepancy between the UDP and the recommendations for monitoring. Please prepare a monitoring plan as a separate appendix.

xii. Preparation of a WA State archaeological monitoring permit needs to be completed per RCW 27.53.60.

b. Please contact Ashley M. Morton at (541) 429-7214 or ashleymorton@ctuir.org

10. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Division on June 29, 2023 (PCM 1.15).

i. Benton County Planning Division recommendations.

ii. State of Washington Department of Archeology and Historic Preservation recommendations as outlined in their letters dated February 15, 2022 (PCM 1.22).

iii. US Bureau of Reclamation recommendations as outlined in their letter dated February 21, 2022 (PCM 1.23); and

iv. West Benton Fire and Rescue recommendations as outlined in their letter dated February 6, 2022 (PCM 1.17).

b. The applicant shall meet and comply with the recommendations of the Confederated Tribes of the Umatilla Indian Reservation and obtain final written verification that the CTUIR approves the project and Cultural Resource Survey prior to final plat.

c. The submitted Cultural Resource Survey dated July 26, 2023, shows building sites/envelopes within the report. Please show these building envelopes on the plat map as they are the only areas which have been surveyed. If no building envelopes are proposed, amend the Cultural

Resource Survey to include additional testing of all areas of potential building or ground disturbance.

d. The applicant shall meet and comply with the recommended design and project compliance, stormwater system design, proposed erosion control plan and proposed maintenance plan identified in the Stormwater Pollution Prevention Plan prepared by Pacific Engineering Design, LLC dated December 22, 2019 (PCM 1.10).

e. Benton County Code 3.26.070(d)(4) requires all subdivisions located on parcels of 5 acres or more to provide base flood elevation data. The applicant shall submit base flood data for the project area.

f. This parcel is located within Benton County's Rural Water Supply Program. The Applicant must apply for and obtain a mitigation certificate for all lots except Lots 1 (RWSP 2020-053) and 2 (existing exempt residence) prior to final plat approval.

    i. For more information, please contact the Benton County Planning Division at (509) 786-5612 or rural.water@co.benton.wa.us.

g. Per WDFW's submitted comments, please show a 150-foot buffer + 25-foot setback from the ordinary high-water mark on the final plat.

h. Please propose 3 road names for the new road within the plat to be reviewed and approved by the Benton County GIS Department prior to final plat.

    i. The applicant shall work with Benton County GIS to show the temporary addresses on the final plat map.

i. Show the location, name, right-of-way widths, and type of surfacing of all streets located within and adjacent to the land to be subdivided on the plat map.

j. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

k. Please include the following signatures blocks on the final plat:

    i. Owner/Notary

    ii. Chairman of the Benton County Board of County Commissioners

    iii. Chairman of the Benton County Planning Commission

    iv. Benton County Engineer

    v. Benton REA

    vi. Benton-Franklin Health District

    vii. Sunnyside Valley Irrigation District

    viii. Benton County Treasurer

    ix. Benton County Assessor

    x. US Bureau of Reclamation

l. The following notes shall be placed on the final plat:

    i. Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050, as currently existing and hereafter amended, regarding public ground water. The applicant must demonstrate that potable water is legally available by presenting (A) evidence of a valid water right permit from the Washington State Department of

Ecology for the proposed wells for each lot; (B) a water well report filed and received by the Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050, as currently existing and hereafter amended; or (C) a written approval of the Washington State Department of Health that a group A or group B public water supply system has been installed and is available for providing potable water to the lot.

ii. During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided.

iii. Address numbers [noted in brackets] are subject to change until the exact location of access onto the plat is determined.

iv. The utility easements shown hereon are hereby granted for the use, access and maintenance by the platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract.

v. This plat is located within the Benton County Rural Water Supply Program Mitigation Area. All new lots and dwelling units located within this plat are required to comply with Benton County Code Title 15.18, Rural Water Supply Program, as amended. All new lots shall acquire a mitigation certificate from Benton County or provide a valid domestic water right and all new dwelling units within the Mitigation Area are required to meter their water usage through a meter approved by the County and pay an annual program fee in an amount set by the County.

vi. Development utilizing ground wells under the Department of Ecology's Groundwater Exemption is limited to a total of 14 lots in perpetuity for the entire project area and any future development under the Washington State Department of Health's standard of 350 gallons per day (5,000 gallons per day/14 lots = 357 gallons per day per lot).

vii. Portions of this property are located within the 100-year floodplain as designated by the Federal Emergency Management Agency (FEMA) and are subject to the conditions set forth by the Benton County Flood Damage Prevention Ordinance, which may include elevating structures. Please contact the Benton County Planning Division for further information.

viii. Portions of this plat are located within a critical resource area classified as geologically hazardous (steep slopes greater than 15%). Please contact the Benton County Planning Division for more information.

ix. Any development within 200 feet of the Ordinary High-Water Mark shall comply with Benton County's Shoreline Master Program.

x. Portions of this short plat are located within Freshwater Emergent Wetlands as identified by the US Fish and Wildlife Service's National Wetland Inventory. Before any land use activities may occur within these areas a critical area report may be required. Please contact the Benton County Planning Division for further information.

xi. Per BCC 3.18.025(a)(2) the minimum permitted setback distance for all structures on all lots within this plat, shall be a minimum of twenty-five (25) feet from all property lines unless greater distances are required by other county regulations (i.e., zoning, building, etc.) in lieu of the installation of fire hydrants within this plat.

11. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.

12. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.

13. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.

14. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:

15. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.

16. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.

17. Address numbers shall be coordinated with the Benton County GIS Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.

18. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.

19. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.

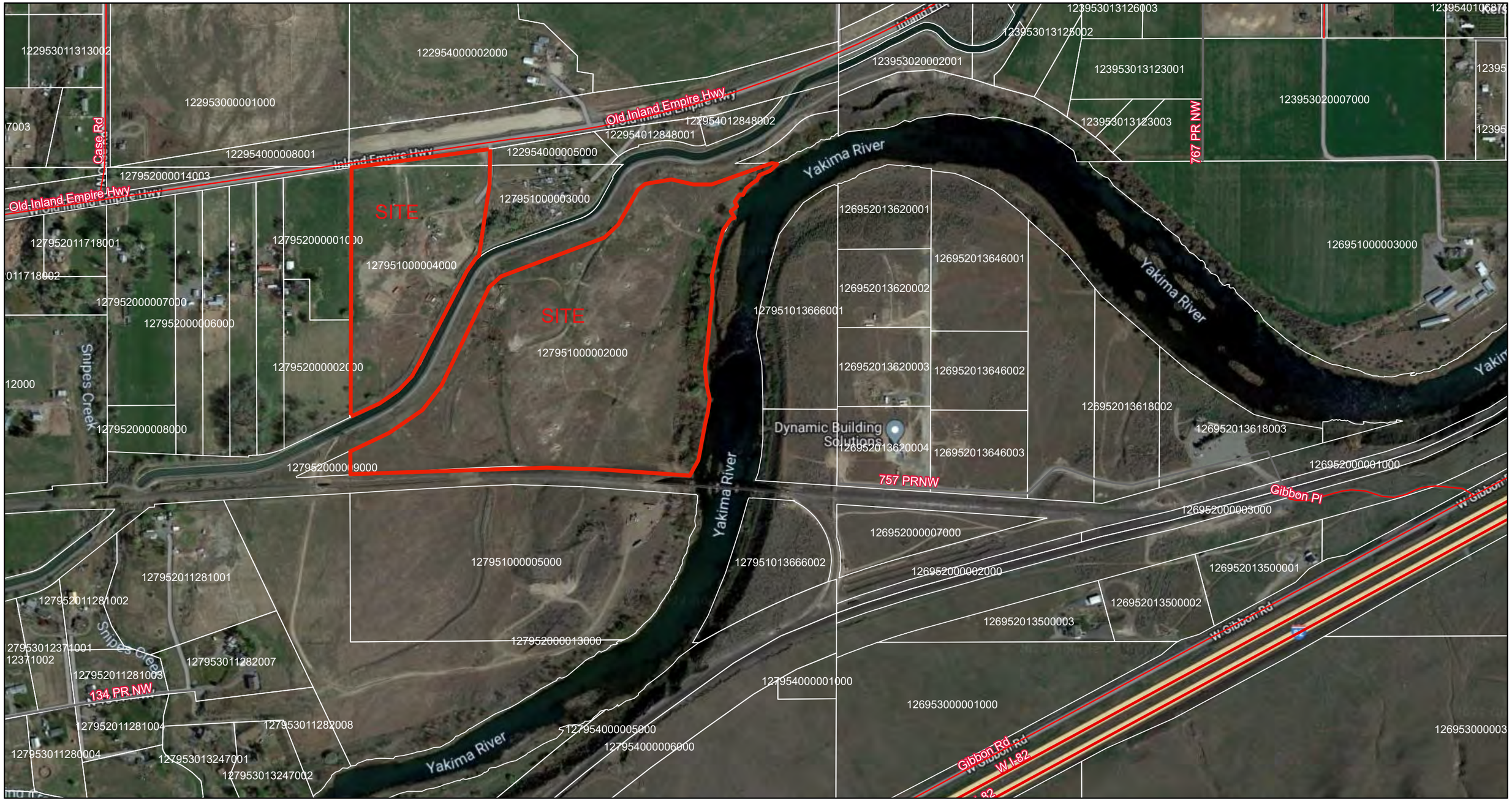
20. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

SUGGESTED MOTION:

The Planning Commission forwards a **recommendation of approval** to the Benton County Board of Commissioners for applications SUB 2022-004/EA 2022-051, subject to the seven (7) findings of fact and twenty (20) conditions of approval as stated in the staff memo (PCM 1.1) dated August 2, 2023, and that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for approval that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

EA 2022-051 SUB 2022-004 Vicinity Map

PCM 1.2



12/21/2022, 2:00:03 PM

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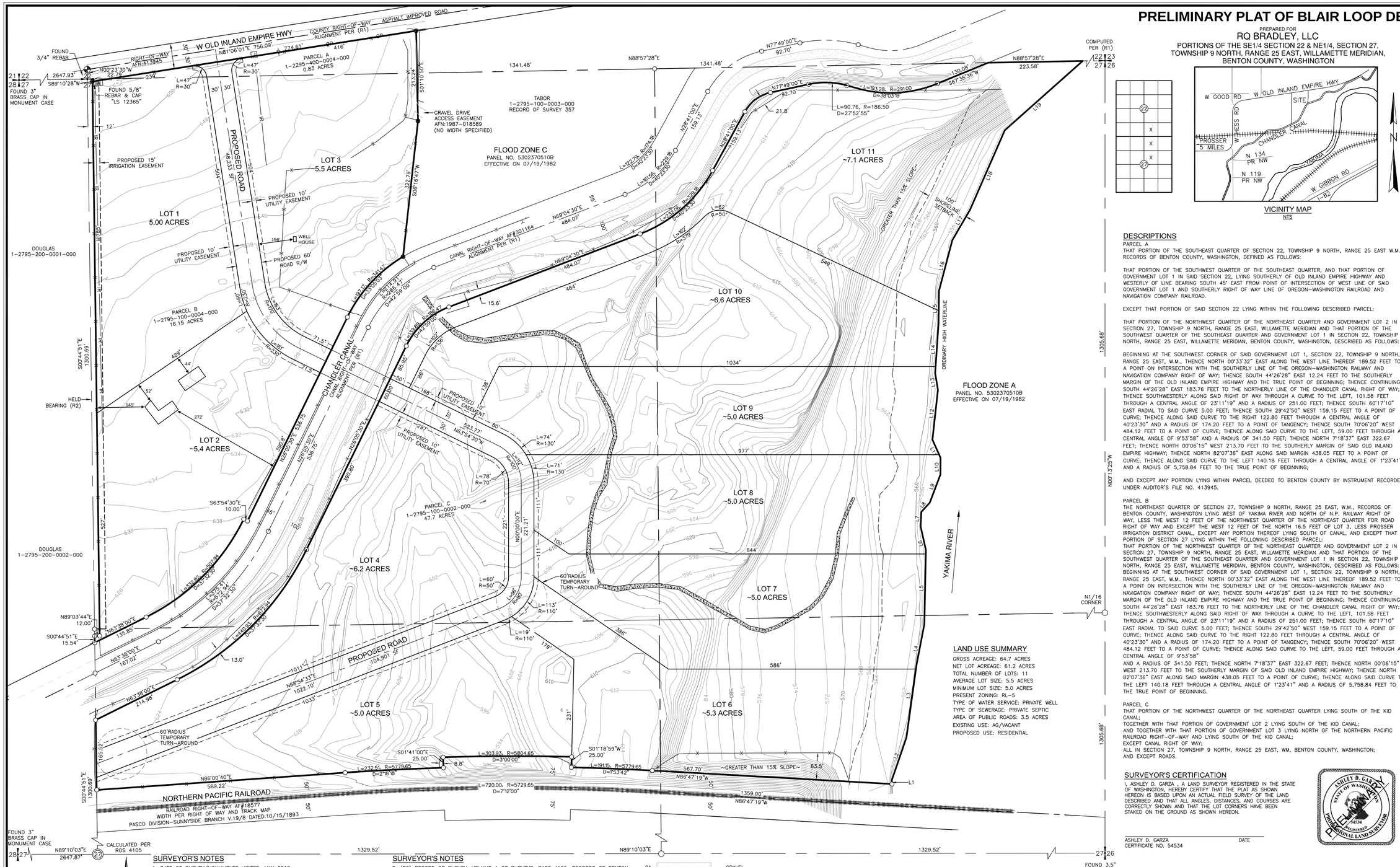
0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Google Inc

PRELIMINARY PLAT OF BLAIR LOOP DEV

PREPARED FOR
RQ BRADLEY, LLC
PORTIONS OF THE SE1/4 SECTION 22 & NE1/4, SECTION 27,
TOWNSHIP 9 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN,
BENTON COUNTY, WASHINGTON


W OLD INLAND EMPIRE HWY
COUNTY RIGHT-OF-WAY ALIGNMENT PER (R1)
ASPHALT IMPROVED ROAD
RIGHT-OF-WAY AFN:413945
FOUND 3/4" REBAR
FOUND 3" BRASS CAP IN MONUMENT CASE
FOUND 5/8" REBAR & CAP "LS 12365"
PARCEL A 1-2295-400-0004-000 0.83 ACRES
TABOR 1-2795-100-0003-000 RECORD OF SURVEY 357
GRAVEL DRIVE ACCESS EASEMENT AFN:1987-018589 (NO WIDTH SPECIFIED)
PROPOSED ROAD
PROPOSED 15' IRRIGATION EASEMENT
PROPOSED 10' UTILITY EASEMENT
PROPOSED 60' ROAD R/W
WELL HOUSE
LOT 1 5.00 ACRES
LOT 2 ~5.4 ACRES
LOT 3 ~5.5 ACRES
LOT 4 ~6.2 ACRES
LOT 5 ~5.0 ACRES
LOT 6 ~5.3 ACRES
LOT 7 ~5.0 ACRES
LOT 8 ~5.0 ACRES
LOT 9 ~5.0 ACRES
LOT 10 ~6.6 ACRES
LOT 11 ~7.1 ACRES
DOUGLAS 1-2795-200-0001-000
DOUGLAS 1-2795-200-0002-000
PARCEL B 1-2795-100-0004-000 16.15 ACRES
PARCEL C 1-2795-100-0002-000 47.7 ACRES
CHANDLER CANAL
CANAL RIGHT-OF-WAY ALIGNMENT PER (R1)
CANAL RIGHT-OF-WAY AFN:301164
FLOOD ZONE C
PANEL NO. 5302370510B
EFFECTIVE ON 07/19/1982
FLOOD ZONE A
PANEL NO. 5302370510B
EFFECTIVE ON 07/19/1982
ORDINARY HIGH WATERLINE
100' SHORELINE SETBACK
GREATER THAN 15% SLOPE
YAKIMA RIVER
60'RADIUS TEMPORARY TURN-AROUND
PROPOSED ROAD 104,901' SF
NORTHERN PACIFIC RAILROAD
RAILROAD RIGHT-OF-WAY AF#18577
RAILROAD RIGHT-OF-WAY AND TRACK MAP
WIDTH PER RIGHT OF WAY V.19/8 DATED:10/15/1893
PASCO DIVISION-SUNNYSIDE BRANCH
HELD BEARING (R2)
CALCULATED PER ROS 4105
FOUND 3" BRASS CAP IN MONUMENT CASE
FOUND 3.5" ALUMINUM CAP
N1/16 CORNER
S89°10'28"W 2647.93'
N89°10'03"E 2647.87'
N89°10'03"E 1329.52'
N88°57'28"E 1341.48'
N88°57'28"E 223.58'
S01°10'50"E 213.24'
S00°16'47"W 322.79'
N00°00'00"E 221.21'
N00°13'25"W 1305.68'
S00°44'51"E 1305.69'
S00°44'51"E 1300.69'
N89°03'44"E 12.00'
S00°44'51"E 15.54'
N89°10'03"E 1329.52'
N77°49'00"E 92.70'
N28°41'00"E 159.13'
N25°41'00"E 159.13'
S67°38'36"W 130.08'
L=90.76, R=186.50 D=27°52'55"
L=193.28, R=29100 D=0°38'09"
L=122.78, R=474.46 D=14°49'30"
L=61.95, R=229.28 D=15°29'30"
L=247.47, R=474.46 D=29°52'30"
L=176.91, R=285.47 D=35°30'00"
L=107.47, R=474.46 D=13°00'00"
L=232.51, R=5779.65 D=2°18'18"
L=303.93, R=5804.65 D=3°00'00"
L=720.00, R=5729.65 D=7°12'00"
L=191.15, R=5779.65 D=1°53'42"
N69°04'30"E 484.07'
N86°54'33"E 1022.10'
N86°38'00"E 214.98'
N63°38'00"E 135.80'
N63°38'00"E 167.02'
N86°00'40"E 589.22'
N86°47'19"W 567.70'
N86°47'19"W 1359.00'
S63°54'30"E 10.00'
N26°05'30"E 536.75'
N26°05'30"E 536.75'
N63°34'30"W 523.77'
N42°28'22"E 29.43'
N20°47'11"E 71.51'
N02°48'26"E 34.43'
N12°31'21"W 57.04'
N24°06'41"W 46.85'
N06°16'32"E 118.73'
N03°56'00"E 40.07'
N00°08'05"E 39.40'
N00°47'06"E 77.79'
N01°09'07"E 175.23'
N01°45'52"W 9.44'
N18°58'33"E 106.25'
N07°54'09"E 173.25'
N10°53'46"E 98.50'
N20°47'11"E 71.51'
N30°15'41"E 246.44'
S48°21'01"W 83.30'
N14°44'10"E 123.76'
S23°35'56"W 205.19'
L=440.93, R=5779.65 D=4°22'30"
L=376.41, R=5779.65 D=3°43'30"
L=335.41, R=5779.65 D=3°19'30"
L=272.14, R=5779.65 D=2°42'00"
L=62, R=50
L=62, R=379
L=50, R=50
L=60, R=50
L=74, R=130
L=71, R=130
L=78, R=70
L=107, R=130
L=113, R=110
L=19, R=110
L=140, R=130
L=60, R=50
L=62, R=50
L=82
L=80, R=50
L=80, R=230
L=80, R=230
L=80, R=70
L=80, R=70
L=80, R=70

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING BEFORE THE BENTON COUNTY PLANNING COMMISSION in the matter of county planning at their regular meeting on August 8, 2023, at 6:00 p.m., via in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off Main Street on the East side of the Courthouse. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

NOTICE IS HEREBY GIVEN that public comment will be taken on the following proposed application before the Planning Commission at this meeting. At this hearing, the Planning Commission may recommend approval, or disapproval of the proposal to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the application. Information concerning the application can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser) or by visiting www.tinyurl.com/BCPublicNotice.

SUB 2022-004 - The preliminary plat of Blair Loop a subdivision of 64.7 acres into 11 lots with an average lot size of 15.5 acres. The site is located in unincorporated Benton County south of Old Inland Empire Highway, on both the westerly and easterly sides of the Chandler Canal in Sections 22 and 27, Township 9 North, Range 25 East, W.M. in Prosser, WA on parcel numbers 122954000004000, 127951000004000, and 127951000002000.
Applicant: Jerrod Sessler.

NOTICE IS FURTHER GIVEN that the proposed subdivision application has been reviewed under the requirements of the State Environmental Policy Act and a Mitigated Determination of Non-Significance (DNS) was issued on June 29, 2023. Accordingly, an Environmental Impact Statement was not required on this proposal.

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; P.O. Box 910, Prosser, WA 99350 or via email to planning.department@co.benton.wa.us by 3 p.m. on Friday August 6, 2023,. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

Dated this 14th day of July 2023.

Martin Sheeran, Chairman
Benton County Planning Commission

Michelle Cooke, Manager
Planning Division

PUBLISH: July 26, 2023

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

FINDING OF NEED FOR ADDITIONAL PROCESSING TIME

File No. SUB 2022-004 and EA 2022-051
Blair Loop Plat

FINDING

For the reasons set forth below, the Benton County Planning Manager hereby finds that additional processing time of up to 60 days is necessary in connection with the SEPA review and preliminary plat application submitted by Jerrod Sessler, 84009 W OIE Hwy, Prosser, WA 99350.

1. The above referenced preliminary application and environmental checklist was determined to be complete by the Benton County Community Development Department on December 29, 2022;

2. The Community Development Department has determined that a revised preliminary plat showing existing structures on the property is necessary per Benton County Code 9.05.060(b)(1) to ensure an accurate review of the application is made;

3. The Community Development Department has determined that an extension of time is warranted and necessary to allow the applicant/surveyor to revise the plat map;

4. Consequently, an additional processing time of up to 60 days is justified and necessary with respect to the above referenced application.

Dated this 9th day of January 2023.

Michelle Cooke, Planning Manager

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

January 9, 2023

Jerrod Sessler
84009 W OIE HWY
Prosser, WA 99350

Re: SUB 2022-004 and EA 2022-051
Blair Loop Plat
Additional Processing Time - Extension

Dear Mr. Sessler,

As we recently discussed, it has been determined a revised plat map is necessary for Preliminary Plat SUB 2022-004 and EA 2022-051.

Benton County has determined that the plat map initially submitted with the application does not show existing structures on the property. Showing the location of these permanent buildings on the plat map is required by Benton County Code 9.05.060(b)(1).

With the need for a revised and accurate plat map for agencies to review, your application will be placed on a hold up to 60 days to allow you time to have the map updated. Once a revised map is submitted, our office will continue the processing of your subdivision application.

If you have any questions or concerns, please do not hesitate to contact me at 509-786-5612.

Sincerely,

Michelle Cooke, Planning Manager
Community Development Department

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FINDING OF NEED FOR ADDITIONAL PROCESSING TIME

File No. Blair Loop Preliminary Plat and Environmental Assessment
EA 2022-051 and SUB 2022-004

FINDING

For the reasons set forth below, the Benton County Planning Manager hereby finds that additional processing time of up to one (1) year is necessary in connection with the SEPA review and preliminary plat of Blair Loop as submitted by Jerrod Sessler.

1. The above referenced preliminary application and environmental checklist was submitted to the Benton County Planning Division on December 15, 2022.

2. The Planning Division has determined that additional information in the form of an archeological survey, as requested by the Washington State Department of Archaeology and Historic Preservation, is needed in order to proceed with the environmental review of the project and preliminary plat.

3. The Planning Division has determined that an extension of time is warranted and necessary for the review of the preliminary plat due to the Washington State Department of Archaeology and Historic Preservation requirements. The requirement for an archeological survey will delay the processing of the SEPA and preliminary plat application while the survey and applicable documentation is being completed.

4. Consequently, an additional processing time of up to one (1) year is justified and necessary with respect to the above referenced application.

Dated this 22nd day of February 2023.

Michelle Cooke, Planning Manager
Community Development Department

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February 22, 2023

Jerrod Sessler
84009 W OIE Hwy
Prosser, WA 99350

Re: Blair Loop Preliminary Plat and Environmental Assessment
SUB 2022-004/EA 2022-051

Dear Mr. Sessler,

During the review of EA 2022-051 and SUB 2022-004, the Washington State Department of Archaeology and Historic Preservation submitted a letter, dated February 15, 2023, requesting an archeological survey be completed on your project site.

While you are conducting the survey and meeting the necessary requirements of the Washington State Department of Archaeology and Historic Preservation, the Planning Division will place your above-referenced applications on hold. When the Washington State Department of Archaeology and Historic Preservation has provided the Planning Division verification that the impacts or potential impacts have been addressed at the site, the County's environmental determination (EA 2022-051) can be made and the review of the preliminary plat (SUB 2022-004) will continue.

If you have any questions or concerns, please do not hesitate to contact the Planning Division at 786-5612 or planning.department@co.benton.wa.us.

Sincerely,

Michelle Cooke, Planning Manager
Community Development Department

BENTON COUNTY PRELIMINARY PLAT APPLICATION

File No. 2022-004

RECEIVED
DEC 15 2022
Benton Co. Planning Dept.

Subdivision Name: BLAIR LOOP

1. Applicant Name: JERROD SESSLER
   Applicant Address: 84009 W OTE 99350
   Telephone number: Home 509-654-4300 Work

2. If you wish to be contacted via email, please list your email address:
   JERROD@HOMETASK.com

3. Legal Owners Name: RQ BRADLEY LLC
   Legal Owners Address: 84009 W OTE 99350
   Telephone number: Home Work

4. Name and address of land surveyor PERMIT SURVEYING INC.
   2245 ROBERTSON DRIVE
   Telephone 509-375-4123

5. Name and address of engineer PACIFIC ENGINEERING
   Telephone 206-431-7970

6. Parcel number and Legal description of property included in the preliminary plat:
   127951000002000

7. **Land Use Information:**
   a. Total area involved ~70 ACRES
   b. Total number of lots 11
   c. Smallest lot area 5 ACRES
   d. Average lot area 5+ ACRES

e. Acreage in parks 0

f. Length of public streets 1 MILE

g. Total acreage of public streets 3 ACRES

8. Proposed annexation plans N/A

9. Plat will be served by:
Water: Individual Wells X City Water _____
Name of City Provider _____
Private Water System X Name & Address of Private System ON-SITE group well
Sewer: Septic Tank X City Sewer _____ Private System _____
Power: P.U.D. _____ R.E.A. X
Telephone: Frontier Telephone X Sprint Telephone _____
Natural Gas: Yes _____ No X Name of Utility _____
Cable T.V. Yes _____ No X Name of Utility _____
Irrigation: Yes X No _____ Name of Utility SUNNYSIDE
Private Irrigation Lines: Yes X No _____

10. School District PROSSER

11. Fire District FIRE DISTRICT 1

12. Any other comments or information that is significant _____

13. Will this plat be finalized in phases? Yes _____ No X If so, how many? _____

14. Comprehensive Plan Designation YES

15. Zoning Designation RL5

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legual Owners	Print Name	Date
Signature of Person with additional ownership interest	Print Name	Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: JERROD SESSLER / RQ BRADLEY LLC

By: JERROD SESSLER , OWNER
(print name) (Title)

Signature: , OWNER
(Signature) (Title)

The above signed officer of _____ (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit _____ to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

Construction Stormwater General Permit

Stormwater Pollution Prevention Plan (SWPPP)

RECEIVED
DEC 15 2022
Benton Co. Planning Dept.

for

Sessler Plat Benton County

Site Address: 84009 W Old Inland Empire Hwy,
Benton County, Prosser, WA 99350
Parcel # 122954000004000, 127951000004000 & 127951000002000

Prepared for:
Eastern Wahington

Permittee / Owner	Developer	Operator / Contractor
Jerrod Sessler	HOME TASK BRANDS	TBD

Certified Erosion and Sediment Control Lead (CESCL)

Name	Organization	Contact Phone Number
TBD	TBD	TBD

SWPPP Prepared By

Name	Organization	Contact Phone Number
Jingsong Feng, P.E.	Pacific Engineering Design, LLC	206-431-7970

SWPPP Preparation Date
December 22, 2019

Project Construction Dates

Activity / Phase	Start Date	End Date
Construction	06-01-2020	5-31-2021

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A. Site Map
B. BMP Detail
C. Correspondence
D. Site Inspection Form
E. Construction Stormwater General Permit (CSWGP)
F. 303(d) List Waterbodies / TMDL Waterbodies Information
G. Contaminated Site Information
H. Engineering Calculations

1 Project Information

Project/Site Name:	**Sessler Plat Benton County**
Street/Location:	**84009 W Old Inland Empire Hwy, Prosser**
County: **Benton**	State: **WA** Zip code: **99350**
Subdivision:	**N/A**
Receiving waterbody:	**Yakima River**

1.1 Existing Conditions

Total acreage (including support activities such as off-site equipment staging yards, material storage areas, borrow areas).

Total acreage:	**64.7**
Existing structures:	**Vacant Lots**
Drainage patterns:	**Majority of the site slopes gently towards the Southeast to Yakima River**
Existing Vegetation:	**There is approximately 100 feet of fall across the property. Soil maps reveal that 42.8% of the parcel is covered by Starbuck rocky silt loam with 5 to 45% slopes, 20.6% Wamba Silt loam 0 to 2% slopes and rest of some othey type of soil.**
Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes):	**No Critical area on site**

List of known impairments for 303(d) listed or Total Maximum Daily Load (TMDL) for the receiving waterbody: **None.**

Table 1 includes a list of suspected and/or known contaminants associated with the construction activity.

Table 1 – Summary of Site Pollutant Constituents

Constituent (Pollutant)	Location	Depth	Concentration
Construction vehicle-produced pollutants	Disturbed portion of site	unknown	unkown

1.2 Proposed Construction Activities

Description of site development (example: subdivision):
Subdivide property into 11 lots.

Description of construction activities (example: site preparation, demolition, excavation):
Site is currently vacant lot. Proposed development includes construction of 11 single family house with proposed access road.

Description of site drainage including flow from and onto adjacent properties. Must be consistent with Site Map in Appendix A:
Runoff from the road is collected by the road side ditch that drains towards Southeast through sheet despersion.

Description of final stabilization (example: extent of revegetation, paving, landscaping):
The 64.7 acre site is currently vacant lot. Site will be developed for 11 single family lots with proposed county access road.

Contaminated Site Information:
Proposed activities regarding contaminated soils or groundwater (example: on-site treatment system, authorized sanitary sewer discharge):
There are no known contaminated soils or groundwater issues on the site. Stormwater of this project will be dispersed on site. Onsite sewer will be private septic.

2.1 The 13 Elements

2.1.1 Element 1: Mark Clearing Limits

List and describe BMPs:

BMP C101 – Preserving Natural Vegetation. Preserve undisturbed areas on site.

BMP C103 – High Visibility Fence. The undisturbed areas on site will be protected by use of high visibility fencing along the proposed uphill limits of disturbance.

BMP C233 – Silt Fence. Along with high visibility fencing, silt fencing will also be installed along the downhill limits of disturbance. This will be used to keep any surface flow generated silts and particulates from exiting the site and entering the Sunrise Boulard East Right of way.

Installation Schedules:

High visibility fencing and silt fencing will be the first elements installed after flagging the limits of disturbance and prior to beginning construction.

Inspection and Maintenance plan:

Weekly inspection is required of both the high visibility fencing and the silt fencing. Additionally, the silt fencing should be inspected after every rain event and any buildup of sediment removed. Any needed repairs should be performed immediately.

Responsible Staff:

CESCL, General Contractor

BMP C101E: Preserving Natural Vegetation

Purpose

The purpose of preserving natural vegetation is to reduce erosion wherever practicable. Limiting site disturbance is the single most effective method for reducing erosion. For example, conifers can hold up to about 50% of all rain that falls during a storm. U p to 20% to 30% of this rain may never reach the ground but is taken up by the tree or evaporates. Another benefit is that the rain held in the tree can be released slowly to the ground after the storm.

Conditions of Use

Natural vegetation should be preserved on steep slopes, near perennial and intermittent receiving waters or swales, and on building sites in wooded areas.

- As required by the local jurisdiction.

- Backfill the trench as soon as possible.
- Tunnel beneath root systems as close to the center of the main trunk to preserve most of the important feeder roots.

Some problems that can be encountered are the following:

- In general, most trees native to eastern Washington do not readily adjust to major changes in environment and special care should be taken to protect these trees.
- The danger of windthrow increases where dense stands of coniferous trees have been thinned. Other species (unless they are on shallow, wet soils less than 20 inches deep) have a low windthrow hazard.
- Cottonwoods, maples, and willows have water-seeking roots. These can cause trouble in sewer lines and infiltration fields. On the other hand, they thrive in high moisture conditions that other trees would not.
- Thinning operations in pure or mixed stands of grand fir, Pacific silver fir, noble fir, Sitka spruce, western redcedar, western hemlock, Pacific dogwood, and red alder can cause serious disease problems. Disease can become established through damaged limbs, trunks, roots, and freshly cut stumps. Diseased and weakened trees are also susceptible to insect attack.

Maintenance Standards

- Inspect flagged and/or fenced areas regularly to make sure flagging or fencing has not been removed or damaged. If the flagging or fencing has been damaged or visibility reduced, it shall be repaired or replaced immediately and visibility restored.
- If tree roots have been exposed or injured, "prune" cleanly with an appropriate pruning saw or loppers directly above the damaged roots and recover with native soils. Treatment of sap flowing trees (e.g., fir, hemlock, pine, soft maples) is not advised as sap forms a natural healing barrier.

BMP C103E: High-Visibility Fence

Purpose

High-visibility fencing is intended to:

- Restrict clearing to approved limits;
- Prevent disturbance of sensitive areas, their buffers, and other areas required to be left undisturbed;
- Limit construction traffic to designated construction entrances, exits, or internal roads; and
- Protect areas where marking with survey tape may not provide adequate protection.

Conditions of Use

Design and Installation Specifications

- Contributing area of ≤ 1 acre or in combination with sediment basin in a larger site.
- Use in combination with other construction stormwater BMPs.
- Maximum slope steepness (perpendicular to the silt fence line) of 1H:1V.
- Maximum sheet or overland flow path length to the silt fence of 100 feet.
- Do not allow flows > 0.5 cubic feet per second.

Use geotextile fabric that meets the standards indicated in Table 7.19: Geotextile Fabric Standards for Silt Fence. All of the listed geotextile properties are minimum average roll values (i.e., the test result for any sampled roll in a lot shall meet or exceed the values shown in Table Table 7.19: Geotextile Fabric Standards for Silt Fence).

Table 7.19: Geotextile Fabric Standards for Silt Fence

Geotextile Property	Minimum Average Roll Value
Polymeric Mesh Apparent Opening Size (ASTM D4751)	0.60 mm maximum for slit film wovens (No. 30 sieve) 0.30 mm maximum for all other geotextile types (No. 50 sieve) 0.15 mm minimum for all fabric types (No
Water Permittivity (ASTM D4491)	0.02 sec-1 minimum
Grab Tensile Strength (ASTM D4632)	180 lb minimum for extra strength fabric 100 lb minimum for standard strength fabric
Grab Tensile Strength (ASTM D4632)	30% maximum
Ultraviolet Resistance (ASTM D4355)	70% minimum

- Support standard strength geotextiles shall be supported with wire mesh, chicken wire, 2- by 2-inch wire, safety fence, or jute mesh to increase the strength of the geotextile Silt fence materials are available that have synthetic mesh backing attached.
- Silt fence material shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- 100% biodegradable silt fence is available that is strong, long lasting, and can be left in place after the project is completed, if permitted by the local jurisdiction.
- See Figure 7.24: Silt Fence. Include the following standard notes for silt fence on construction plans and specifications:

1. The contractor shall install and maintain temporary silt fences at the locations shown in the plans.
2. Construct silt fences in the areas of clearing, grading, or drainage prior to starting those activities.

11. Locate silt fences on contour as much as possible, except at the ends of the fence, where the fence shall be turned uphill such that the silt fence captures the runoff water and prevents water from flowing around the end of the fence.

12. If the fence must cross contours, with the exception of the ends of the fence, place check dams perpendicular to the back of the fence to minimize concentrated flow and erosion. The slope of the fence line where contours must be crossed shall be ≤ 3H :1V.

    - Check dams shall be approximately 1 foot deep at the back of the fence and shall be continued perpendicular to the fence at the same elevation until the top of the check dam intercepts the ground surface behind the fence.

Check dams shall consist of crushed surfacing base course, gravel backfill for walls, or shoulder ballast and shall be located every 10 feet along the fence where the fence must cross contours.

- See Figure 7.25: Silt Fence Installation by Slicing Method for slicing method details.

The following are specifications for silt fence installation using the slicing method:

1. The base of both end posts must be ≥ 2 to 4 inches above the top of the geotextile fabric on the middle posts for ditch checks to drain properly. Use a hand level or string level, if necessary, to mark base points before installation.

2. Install posts 3 to 4 feet apart in critical retention areas and 6 to 7 feet apart in standard applications.

3. Install posts 24 inches deep on the downstream side of the silt fence, and as close as possible to the geotextile fabric, enabling posts to support the geotextile fabric from upstream water pressure.

4. Install posts with the nipples facing away from the geotextile fabric.

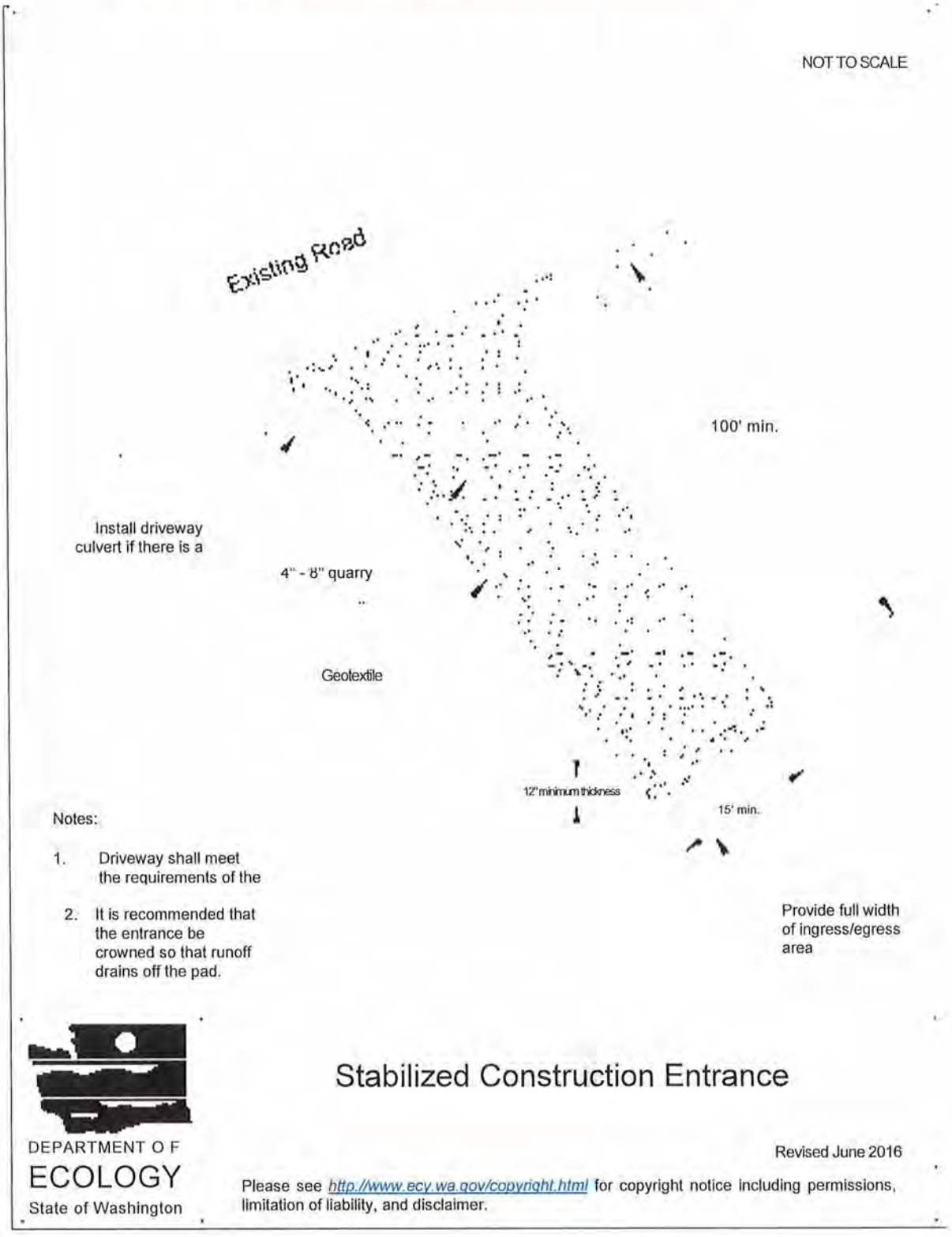
5. Attach the geotextile fabric to each post with three ties, all spaced within the top 8 inches of the fabric. Attach each tie diagonally 45 degrees through the fabric, with each puncture ≥ 1 inch vertically apart. Each tie should be positioned to hang on a post nipple when tightening to prevent sagging.

6. Wrap approximately 6 inches of the geotextile fabric around the end posts and secure with three ties.

7. No more than 24 inches of a 36-inch geotextile fabric is allowed above ground level.

Compact the soil immediately next to the geotextile fabric with the front wheel of the tractor, skid steer, or roller exerting ≥ 60 pounds per square inch. Compact the upstream side first and then each side twice for a total of four trips. Check and correct the installation for any deviation before compaction. Use a flat-bladed shovel to tuck fabric deeper into the ground if necessary.

Figure 7.3: Stabilized Construction Entrance



- **Lining material:** Ponds can be open or covered with a 6- to 12-inch layer of filter material such as coarse sand, or a suitable filter fabric to help prevent the buildup of impervious deposits on the soil surface. A nonwoven geotextile should be selected that will function sufficiently without plugging. The filter layer can be replaced or cleaned when/if it becomes clogged.
- **Vegetation:** The embankment, emergency spillways, spoil and borrow areas, and other disturbed areas should be stabilized and planted, preferably with grass, in accordance with the Stormwater Site Plan (see Chapter 3 - Preparation of Stormwater Site Plans). Without healthy vegetation the surface soil pores would quickly plug.

Design Procedure

See design criteria in 6.3.3 General Criteria for Infiltration BMPs.

Operation and Maintenance Criteria

- Maintain pond floor and side slopes to minimize erosion. This enhances infiltration, prevents erosion and consequent sedimentation of the pond floor, and prevents invasive weed growth. Where appropriate, bare spots are to be immediately stabilized and revegetated.
- Vegetation growth should be < 18 inches in height. Mow the slopes periodically and check for clogging, and erosion.
- Seed mixtures should be appropriate for the climate. The use of slow-growing, stoloniferous grasses will permit long intervals between mowing. Mowing twice a year is generally satisfactory for cool season grasses; native warm season grasses should be mowed once every 3 years to stimulate growth. Fertilizers should be applied only as necessary and in limited amounts to avoid contributing to ground water pollution. Consult the local jurisdiction agency for appropriate fertilizer types, including slow release fertilizers, and application rates.

See additional maintenance recommendations for infiltration ponds in Appendix 6-A: Recommended Maintenance Criteria for Flow Control BMPs.

2.1.4 Element 4: Install Sediment Controls

List and describe BMPs:

N/A

Installation Schedules:

N/A

Inspection and Maintenance plan:

N/A

Responsible Staff:

N/A

2.1.5 Element 5: Stabilize Soils

West of the Cascade Mountains Crest

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	May 1 – September 30	7 days
During the Wet Season	October 1 – April 30	2 days

Soils must be stabilized at the end of the shift before a holiday or weekend if needed based on the weather forecast.

Anticipated project dates: Start date: **TBD** End date: **TBD**

Will you construct during the wet season?
☐ Yes ☒ No

List and describe BMPs:

BMP C120 – Temporary and Permanent Seeding. Once rough grading / earthwork is complete, temporary seeding (hydroseed) will be utilize as necessary to cover any exposed soil areas of the site not intended to be worked for more than seven days. This will mostly occur in Phase II areas of the site and limited areas of Phase I.

- Use seeding throughout the project on disturbed areas that have reached final grade or that will remain unworked for > 30 days. See Element #5: Stabilize Soils for specific timelines for stabilizing exposed soils.
- The optimum permanent seeding window for eastern Washington is October 1 through November 15.
- The acceptable permanent seeding window for eastern Washington is September 1 through April 30.
- Seeding permanent species is not recommended for eastern Washington from May 1 through August 31, unless irrigation is conducted.
- Review all disturbed areas in late August to early September and complete all seeing by the end of April. Otherwise, vegetation will not establish itself well enough to provide more than average protection.
- Mulch is required at all times for seeding because it protects seeds from heat, moisture loss, and transport due to runoff. Mulch can be applied on top of the seed or simultaneously by hydroseeding. See BMP C121E: Mulching for specifications.
- Seed and mulch all disturbed areas not otherwise vegetated at final site stabilization. Final stabilization means the completion of all soil disturbing activities at the site and the establishment of a permanent vegetative cover, or equivalent permanent stabilization measures (such as pavement, riprap, gabions or geotextiles) which will prevent erosion. See BMP F6.61: Amending Construction Site Soils.

Design and Installation Specifications

General

- Install channels intended for vegetation before starting major earthwork and hydroseed with a bonded fiber matrix (BFM). For vegetated channels that will have high flows, install erosion control blankets over hydroseed. Before allowing water to flow in vegetated channels, establish a 50% vegetation cover of all seeded areas after 3 months of active growth following germination during the growing season. If vegetated channels cannot be established by seed before water flow, install sod or prevegetated mats in the channel bottom over hydromulch and blankets.

- Confirm the installation of all required stormwater control measures to prevent seed from washing away.
- Hydroseed applications shall include a minimum of 1,500 pounds per acre (lb/acre) of mulch with 3% tackifier.
- Mulch is always required for seeding. Apply mulch on top of the seed or simultaneously by hydroseeding. See BMP C121E: Mulching for specifications.
- Areas that will have seeding only and not landscaping may need compost or meal-based mulch included in the hydroseed in order to establish vegetation. Reinstall native topsoil on the disturbed soil surface before application. See BMP F6.61: Amending Construction Site Soils in Chapter 6 - Flow Control BMP Design.

- In addition to meeting erosion control functions and not hindering maintenance operations, selection of long-lived, successional growth native vegetation that can compete against or exclude weeds and grow with minimal maintenance after plant establishment is preferred. Provide diversity to the greatest extent possible and plan for a succession of flowering times to improve pollinator habitat.

Table 7.3: Temporary Seeding shows seeding rates for four different seed mixes (A, B, C, and D) for the temporary stabilization of disturbed areas until permanent vegetation or other long-term erosion control measures can be established. These annual plants will generally not survive more than one growing seas

Table 7.3: Temporary Seeding

Common Name	Seeding Rate for Four Seed Mixes (lb/acre)			
	A	B	C	D
Winter or spring wheat (I)	80			
Spring barley (I)		80		
Regreen (I)[a] or triticale (I)			50	
Annual ryegrass (I)				15
[a]Sterile wheat x wheatgrass hybrid I = introduced, nonnative plant species				

Table 7.4: Permanent Seed Mixes: Upland Areas with Less than 12 Inches Precipitation shows three different erosion control seed mixes (A, B, and C) for upland areas that receive less than 12 inches effective precipitation. For each, drilled seeding rates are given (in lb/acre); double seed rates if broadcast or hydroseeded. Consideration should be given to the traffic hazard for wildlife when selecting food species for roadside stabilization.

Table 7.5: Permanent Seed Mixes: Upland Areas That Receive 12 to 15 Inches Precipitation

Common Name	Seeding Rate for Three Seed Mixes (lb/acre)[a]		
	A	B	C
Bluebunch or beardless wheatgrass (N)		8	
Pubescent wheatgrass (I)			7
Indian ricegrass (sandy or sandy loam soils) (N)	2		
Thickspike wheatgrass (N)	7		2
Sheep fescue (I)		1	2

rates if broadcast or hydroseeded. Consideration should be given to the traffic hazard for wildlife when selecting food species for roadside stabilization.

Table 7.7: Permanent Seed Mixes: Upland Areas With 18 to 24 Inches Precipitation

Common Name	Seeding Rate for Three Seed Mixes (lb/acre)[a]		
	A	B	C
Slender wheatgrass (N) or sodar streambank wheatgrass	7		
Blue wildrye (N)		8	
Mountain brome (N)	1		8
Hard fescue (I)	2	2	2
White clover (I) or red clover (I)			2
Native lupine (N) or northern sweetvetch (N)		2	
Native clover spp. (N) or milkvetch spp. (N)	2		
TOTAL	12	12	12
Seeds/sf/mixture	64	62	76

[a]Expressed as pure live seed

I = introduced, nonnative plant species

N = native plant species

sf = square feet

Table 7.8: Permanent Seed Mixes: Upland Areas With More Than 24 Inches Precipitation shows two different erosion control seed mixes (A and B) for upland areas that receive > 24 inches effective precipitation. For each, drilled seeding rates are given (in lb/acre); double seed rates if broadcast or hydroseeded. Consideration should be given to the traffic hazard for wildlife when selecting food species for roadside stabilization.

Table 7.9: Permanent Seed Mixes: Grassed Waterways With Fewer Than 15 Inches Precipitation

Common Name	Seeding Rate for Three Seed Mixes (lb/acre)[a]		
	A	B	C
Pubescent wheatgrass (I)		10	
Streambank wheatgrass (N)			7
Thickspike wheatgrass (N)	7		
Sheep fescue (I)		2	2
Big bluegrass (N)	2		
TOTAL	9	12	9
Seeds/sf/mixture	66	48	56

[a]Expressed as pure live seed

I = introduced, nonnative plant species

N = native plant species

sf = square feet

Table 7.10: Permanent Seed Mixes: Grassed Waterways With 15 to 18 Inches Precipitation shows three different erosion control seed mixes (A, B, and C) for stabilizing grassed waterways in areas that receive 15 to 18 inches effective precipitation. For each, drilled seeding rates are given (in lb/acre); double seed rates if broadcast or hydroseeded. Consideration should be given to the traffic hazard for wildlife when selecting food species for roadside stabilization.

Table 7.10: Permanent Seed Mixes: Grassed Waterways With 15 to 18 Inches Precipitation

Common Name	Seeding Rate for Three Seed Mixes (lb/acre)[a]		
	A	B	C
Tall wheatgrass (I)	10		
Pubescent wheatgrass (I), streambank wheatgrass (N), or intermediate wheatgrass (I)		10	
Hard fescue (I) or sheep fescue (I)	2	2	2
Thickspike wheatgrass (N)			8

Table 7.12: Permanent Seed Mixes: Stabilization of Ski Slopes and Subalpine Areas

Common Name	Seeding Rate for Three Seed Mixes (lb/acre)[a]	
	A	B
Blue wildrye (N) or Idaho fescue (N)	10	
Pubescent wheatgrass (I) or red fescue (I)		8
Hard fescue (I)		5
Sheep fescue (I)	2	2
White clover (I) or bentgrasses (I)		2
Lupine (N)	2	
TOTAL	14	17

[a]Expressed as pure live seed

I = introduced, nonnative plant species

N = native plant species

Roughening and Rototilling

- The seedbed should be firm and rough. Roughen all soil no matter what the slope. Track walk slopes before seeding if engineering purposes require compaction. Back-blading or smoothing of slopes > 4H:1V is not allowed if they are to be seeded.

- Restoration-based landscape practices require deeper incorporation than that provided by a simple single-pass rototilling treatment. Wherever practical, initially rip the subgrade to improve long-term permeability, infiltration, and water inflow qualities. At a minimum, permanent areas shall receive soil amendments to achieve organic matter and permeability performance defined in amended soil/landscape systems. For systems that are deeper than 8 inches, complete the rototilling process in multiple lifts, or prepare the soil amendments to achieve the specified depth.

Fertilizers

- Conducting soil tests to determine the exact type and quantity of fertilizer needed is recommended. This will prevent the overapplication of fertilizer.

- Organic matter is the most appropriate form of fertilizer because it provides nutrients (including nitrogen, phosphorus, and potassium) in the least water-soluble form. A natural system typically releases 20% to 10% of its nutrients annually. Chemical fertilizers have been formulated to simulate what organic matter does naturally.

- Always use slow-release fertilizers because they are more efficient and have fewer environmental impacts. Do not add fertilizer to the hydromulch machine, or agitate, more than 20 minutes before use. Too much agitation destroys the slow release coating.

- Seeded areas shall be supplied with adequate moisture, but not watered to the extent that causes runoff.

Approved as Equivalent

The Washington State Department of Ecology (Ecology) has approved products as able to meet the requirements of BMP C120E: Temporary and Permanent Seeding. The products did not pass through the Technology Assessment Protocol–Ecology (TAPE) process. Local jurisdictions may choose not to accept this product approved as equivalent or may require additional testing prior to consideration for local use. The products are available for review on Ecology's Emerging Stormwater Treatment Technologies (TAPE) web page at the following address:

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies

BMP C123E: Plastic Covering

Purpose

Plastic covering provides immediate, short-term erosion protection to slopes and disturbed areas.

Conditions of Use

Plastic covering may be used on disturbed areas that require cover measures for < 30 days, with the following exceptions:

- Plastic is particularly useful for protecting cut-and-fill slopes and stockpiles. However, the relatively rapid breakdown of most polyethylene sheeting makes it unsuitable for applications > 6 months.
- Due to rapid runoff caused by plastic covering, do not use this method upslope of areas that might be adversely impacted by concentrated runoff. Such areas include steep and/or unstable slopes.
- Plastic sheeting may result in increased runoff volumes and velocities, requiring additional on-site measures to counteract the increases. Creating a trough with wattles or other material can convey clean water away from these areas.
- To prevent undercutting, trench and backfill plastic covering that comes in a rolled form.
- Although the plastic material is inexpensive to purchase, the cost of installation, maintenance, removal, and disposal add to the total costs of this BMP.
- Whenever plastic is used to protect slopes, install water collection measures at the base of the slope. These measures include plastic-covered berms, channels, and pipes used to convey clean rainwater away from bare soil and disturbed areas. Do not mix clean runoff from a plastic covered slope with dirty runoff from a project.
- Other uses for plastic include the following:
    - Temporary ditch liner

may require additional testing prior to consideration for local use. The products that Ecology has approved as functionally equivalent are available for review on Ecology's Emerging Stormwater Treatment Technologies (TAPE) web page at the following address:

https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies

BMP C140E: Dust Control

Purpose

Dust control prevents wind transport of dust from disturbed soil surfaces onto roadways, into drainage systems, and into receiving waters. Wind erosion is a significant cause of soil movement from construction sites in eastern Washington. Although wind erosion can contribute to water quality impacts, dust control is regulated in some areas of eastern Washington primarily through local air quality authorities. Where such an entity exists, contact the local air quality authority for appropriate and required BMPs for dust control to implement at your project site.

Conditions for Use

Use dust control in areas (including roadways) subject to surface and air movement of dust where on-site or off-site impacts on roadways, drainage systems, or receiving waters are likely.

Design and Installation Specifications

- Vegetate or mulch areas that will not receive vehicle traffic. In areas where planting, mulching, or paving is impractical, apply gravel or landscaping rock.
- Limit dust generation by clearing only those areas where immediate activity will take place, leaving the remaining area(s) in the original condition, if stable. Maintain the original ground cover as long as practical.
- Construct natural or artificial windbreaks or windscreens. These may be designed as enclosures for small dust sources.
- Sprinkle the site with water until the surface is wet. Repeat as needed. To prevent carryout of mud onto the street, see BMP C105E: Stabilized Construction Access and BMP C106E: Wheel Wash.
- Irrigation water can be used for dust control. Irrigation systems should be installed as a first step on sites where dust control is a concern.
- Spray exposed soil areas with a dust palliative, following the manufacturer's instructions and cautions regarding handling and application. Used oil is prohibited from use as a dust suppressant. Local jurisdictions may approve other dust palliatives such as calcium chloride or polyacrylamide (PAM).
- PAM (BMP C126E: Polyacrylamide for Soil Erosion Protection) added to water at a rate of 0.5 pounds per 1,000 gallons of water per acre and applied from a water truck is more effective than water alone. This is due to the increased infiltration of water into the soil and reduced evaporation. In addition, small soil particles are bonded together and are not as

Installation Schedules: **N/A**

Inspection and Maintenance plan: **N/A**

Responsible Staff: **N/A**

2.1.8 Element 8: Stabilize Channels and Outlets

List and describe BMPs:

N/A.

Installation Schedules: **N/A.**

Inspection and Maintenance plan:

N/A.

Responsible Staff:

N/A

Table 3 – pH-Modifying Sources

☐	None
☒	Bulk cement
☐	Cement kiln dust
☐	Fly ash
☐	Other cementitious materials
☒	New concrete washing or curing waters
☐	Waste streams generated from concrete grinding and sawing
☐	Exposed aggregate processes
☐	Dewatering concrete vaults
☒	Concrete pumping and mixer washout waters
☐	Recycled concrete
☐	Recycled concrete stockpiles
☐	Other (i.e., calcium lignosulfate) [please describe:]

List and describe BMPs:

Cement will be used to construct new building fondations and sidewalks. BMPs used will include plastic covering of any cement supplies stored on-site prior to mixing. Any concrete washing or curing waters should be transported off-site via a vacuum truck to an approved disposal site or collected, adjusted for pH and conveyed to surface flow in such a way as to utilize (but not overwhelm) the proposed wattle / silt fence / sediment trap system or discharged to the sanitary sewer system (with written approval from Northshore Utility District). Concrete pumping and mixer washouts should occur off-site at approved locations only.

If adjusting pH levels prior to disposal, pH must be adjusted to fall into the range of 6.5 - 8.5 su. Obtain written approval from DOE before using chemical treatment with the exception of CO2 or dry ice to modify pH.

Installation Schedules:

During construction of concrete elements of the project.

Inspection and Maintenance plan:

Each time concrete is mixed or placed as part of the construction process.

Responsible Staff: **General Contractor**

Concrete trucks must not be washed out onto the ground, or into storm drains, open ditches, streets, or streams. Excess concrete must not be dumped on-site, except in designated concrete washout areas with appropriate BMPs installed.

paints. Small amounts of material may be secondarily contained in "bus boy" trays or concrete mixing trays.

- Do not store chemicals, drums, or bagged materials directly on the ground. Place these items on a pallet and within secondary containment.
- If drums must be kept uncovered, store them at a slight angle to reduce ponding of rainwater on the lids to reduce corrosion. Domed plastic covers are inexpensive and snap to the top of drums, preventing water from collecting.

Material Storage Areas and Secondary Containment Practices

- Liquids, petroleum products, and substances listed in 40 CFR Part 110, 40 CFR Part 117, or 40 CFR Part 302 shall be stored in approved containers and drums and shall not be overfilled. Containers and drums shall be stored in temporary secondary containment facilities.
- Temporary secondary containment facilities shall provide for a spill containment volume able to contain 10% of the total enclosed container volume of all containers, or 110% of the capacity of the largest container within its boundary, whichever is greater.
- Secondary containment facilities shall be impervious to the materials stored therein for a minimum contact time of 72 hours.
- Secondary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills shall be collected and placed into drums. These liquids shall be handled as hazardous waste unless testing determines them to be nonhazardous.
- Sufficient separation should be provided between stored containers to allow spill cleanup and emergency response access.
- During the wet weather season (October 1 through June 30), each secondary containment facility shall be covered during nonworking days.
- At all times, each secondary containment facility shall be covered prior to and during rain events.
- Keep material storage areas clean, organized, and equipped with an ample supply of appropriate spill cleanup material (spill kit).
- The spill kit should include, at a minimum, the following items:
    - One water-resistant nylon bag
    - Three oil-absorbent socks (3 inches by 4 feet)
    - Two oil-absorbent socks (3 inches by 10 feet)
    - Twelve oil-absorbent pads (17 by 19 inches)
    - One pair of splash-resistant goggles
    - Three pairs of nitrile gloves

2.1.11 Element 11: Maintain BMPs

All temporary and permanent Erosion and Sediment Control (ESC) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

Maintenance and repair shall be conducted in accordance with each particular BMP specification (see *Chapter 7 of the SWMMEW*).

Visual monitoring of all BMPs installed at the site will be conducted at least once every calendar week and within 24 hours of any stormwater or non-stormwater discharge from the site. If the site becomes inactive and is temporarily stabilized, the inspection frequency may be reduced to once every calendar month.

All temporary ESC BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.

Trapped sediment shall be stabilized on-site or removed. Disturbed soil resulting from removal of either BMPs or vegetation shall be permanently stabilized.

Additionally, protection must be provided for all BMPs installed for the permanent control of stormwater from sediment and compaction. BMPs that are to remain in place following completion of construction shall be examined and restored to full operating condition. If sediment enters these BMPs during construction, the sediment shall be removed and the facility shall be returned to conditions specified in the construction documents.

3 Pollution Prevention Team

Table 7 – Team Information

Title	Name(s)	Phone Number
Certified Erosion and Sediment Control Lead (CESCL)	TBD	TBD
Resident Engineer	TBD	TBD
Emergency Ecology Contact	TBD	TBD
Emergency Permittee/ Owner Contact	TBD	TBD
Non-Emergency Owner Contact	TBD	TBD
Monitoring Personnel	TBD	TBD
Ecology Regional Office	**Southwest Regional Office (Josh Klimek) Josh.klimek@ecy.wa.gov**	**360-407-7451**

If the discharge's turbidity is 26 to 249 NTU **or** the transparency is less than 33 cm but equal to or greater than 6 cm, the following steps will be conducted:

1. Review the SWPPP for compliance with Special Condition S9. Make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
3. Document BMP implementation and maintenance in the site log book.

If the turbidity exceeds 250 NTU **or** the transparency is 6 cm or less at any time, the following steps will be conducted:

1. Telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) within 24 hours.
    - **Central Region** (Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima): (509) 575-2490 or http://www.ecy.wa.gov/programs/spills/forms/nerts_online/CRO_nerts_online.html
    - **Eastern Region** (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman): (509) 329-3400 or http://www.ecy.wa.gov/programs/spills/forms/nerts_online/ERO_nerts_online.html
    - **Northwest Region** (King, Kitsap, Island, San Juan, Skagit, Snohomish, Whatcom): (425) 649-7000 or http://www.ecy.wa.gov/programs/spills/forms/nerts_online/NWRO_nerts_online.html
    - **Southwest Region** (Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, Wahkiakum,): (360) 407-6300 or http://www.ecy.wa.gov/programs/spills/forms/nerts_online/SWRO_nerts_online.html
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period
3. Document BMP implementation and maintenance in the site log book.
4. Continue to sample discharges daily until one of the following is true:
    - Turbidity is 25 NTU (or lower).
    - Transparency is 33 cm (or greater).
    - Compliance with the water quality limit for turbidity is achieved.
        - 1 - 5 NTU over background turbidity, if background is less than 50 NTU
        - 1% - 10% over background turbidity, if background is 50 NTU or greater
    - The discharge stops or is eliminated.

5 Discharges to 303(d) or Total Maximum Daily Load (TMDL) Waterbodies

5.1 303(d) Listed Waterbodies

Circle the applicable answer, if necessary:

Is the receiving water 303(d) (Category 5) listed for turbidity, fine sediment, phosphorus, or pH?

☐ Yes ☒ No

List the impairment(s):

If yes, discharges must comply with applicable effluent limitations in S8.C and S8.D of the CSWGP.

5.2 TMDL Waterbodies

Waste Load Allocation for CWSGP discharges:

Describe the method(s) for TMDL compliance:

List and describe BMPs:

Discharges to TMDL receiving waterbodies will meet in-stream water quality criteria at the point of discharge.

The Construction Stormwater General Permit Proposed New Discharge to an Impaired Water Body form is included in Appendix F.

6.2 Reporting

6.2.1 Discharge Monitoring Reports

Select and retain applicable paragraph.

Cumulative soil disturbance is less than one (1) acre; therefore, Discharge Monitoring Reports (DMRs) will not be submitted to Ecology because water quality sampling is not being conducted at the site.

Or

Cumulative soil disturbance is one (1) acre or larger; therefore, Discharge Monitoring Reports (DMRs) will be submitted to Ecology monthly. If there was no discharge during a given monitoring period the DMR will be submitted as required, reporting "No Discharge". The DMR due date is fifteen (15) days following the end of each calendar month.

DMRs will be reported online through Ecology's WQWebDMR System.

To sign up for WQWebDMR go to:
http://www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html

6.2.2 Notification of Noncompliance

If any of the terms and conditions of the permit is not met, and the resulting noncompliance may cause a threat to human health or the environment, the following actions will be taken:

1. Ecology will be notified within 24-hours of the failure to comply by calling the applicable Regional office ERTS phone number (Regional office numbers listed below).
2. Immediate action will be taken to prevent the discharge/pollution or otherwise stop or correct the noncompliance. If applicable, sampling and analysis of any noncompliance will be repeated immediately and the results submitted to Ecology within five (5) days of becoming aware of the violation.
3. A detailed written report describing the noncompliance will be submitted to Ecology within five (5) days, unless requested earlier by Ecology.

Specific information to be included in the noncompliance report is found in Special Condition S5.F.3 of the CSWGP.

Anytime turbidity sampling indicates turbidity is 250 NTUs or greater, or water transparency is 6 cm or less, the Ecology Regional office will be notified by phone within 24 hours of analysis as required by Special Condition S5.A of the CSWGP.

- **Central Region** at (509) 575-2490 for Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, or Yakima County

A. Site Map

The site map must meet the requirements of Special Condition S9.E of the CSWGP

B. BMP Detail

Insert BMPs specification sheets here.
Download BMPs from the Ecology Construction Stormwater website at:
http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html
Select Resources and Guidance to find the links to the Stormwater Manuals.

C. Correspondence

Ecology
EPA
Local Government

D. Site Inspection Form

Create your own or download Ecology's template:
http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html
Select Permit, Forms and Application to find the link to the Construction Stormwater Site Inspection Form.

E. Construction Stormwater General Permit (CSWGP)

Download the CSWGP:
http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html

F. 303(d) List Waterbodies / TMDL Waterbodies Information

Proposed New Discharge to an Impaired Water Body form
SWPPP Addendum addressing impairment

G. Contaminated Site Information

Administrative Order
Sanitary Discharge Permit
Soil Management Plan
Soil and Groundwater Reports
Maps and Figures Depicting Contamination

H. Engineering Calculations

PUBLIC HEALTH
Prevent • Promote • Protect
BENTON-FRANKLIN HEALTH DISTRICT

October 4, 2022

Jerrod Sessler
84009 W Old Inland Empire Highway
Prosser WA 99350

RE: Waiver Approval for a Reduction in the Minimum Usable Land Area Requirements for Type 4 Soils (Benton-Franklin District Board of Health Rules and Regulations No. 2, Section XXXIV) Located at Parcel Numbers 1-2295-400-0004-000, 1-2795-100-0002-000 and 1-2795-100-0004-000, Off of Old Inland Empire Highway, Benton County.

Dear Mr. Sessler:

Your request *to extend* a waiver approval referenced above to allow for a reduction of minimum usable land area requirements for new subdivisions in a type 5 soils has been reviewed and in accordance with the provisions of Benton-Franklin District Board of Health Rules and Regulations No. 2 and WAC 246-272A is hereby conditionally approved.

This approval is strictly limited to the 56.8-acre long plat proposal and will create 11 lots, 8 of the 11 lots as proposed have identified area sufficient to meet the minimum land area requirements set forth in Benton-Franklin District Board of Health Rules and Regulations No. 2. Proposed lots 4, 5, and 6 do not, based on current testing, meet the minimum usable land area requirements. In addition, this approval is conditioned upon the following:

1. The placement of any on-site sewage system on proposed lots 4, 5, and 6 will require the use of an alternative type of sewage system in accordance with Benton-Franklin District Board of Health Rules and Regulations No. 2.

2. Binding site plans for on-site sewage system placement must be established for proposed lots 4, 5, and 6 meeting location requirements for an approved alternative type on-site sewage system.

3. The design of any on-site sewage system on the property must be executed by a licensed Professional Engineer or On-Site Wastewater Treatment System Designer, and installation of said system must be performed by a permitted installer within the Benton-Franklin Health District.

7102 W. Okanogan Place
Kennewick, WA 99336
Office: (509) 460-4200

412 W. Clark
Pasco, WA 99301
Office: (509) 547-9737

This approval is strictly limited to the previously mentioned site and is conditioned upon said site complying with all other applicable rules and regulations.

The preceding recommendation shall be valid for a period not to exceed an additional 6 months from this date, shall be non-transferable, and will be declared null and void should the proposal not be developed by that time. This recommendation should not be considered as an approval for any future attempt at further segregation or subdivision of said lots.

Sincerely,

Larry D. Jecha M.D., M.P.H.
District Health Officer

LDJ:jd

PCM 1.12

RECEIVED
DEC 15 2022
Benton Co. Planning Dept.

Sessler Plat Benton County

Technical Information Report

Prepared For:
Jerrod Sessler
HOME TASK BRANDS
84009 W Old Inland Empire Empire Hwy,
Benton County, Prosser, WA 99350

Prepared By:
Pacific Engineering Design, LLC
15445 53rd Avenue South
Seattle, WA 98188
Phone: (206) 431-7970
Fax: (206) 388-1648
Web site: www.paceng.com

January 10, 2020 **PED Job No. 18059**

SECTION 1 PROJECT OVERVIEW

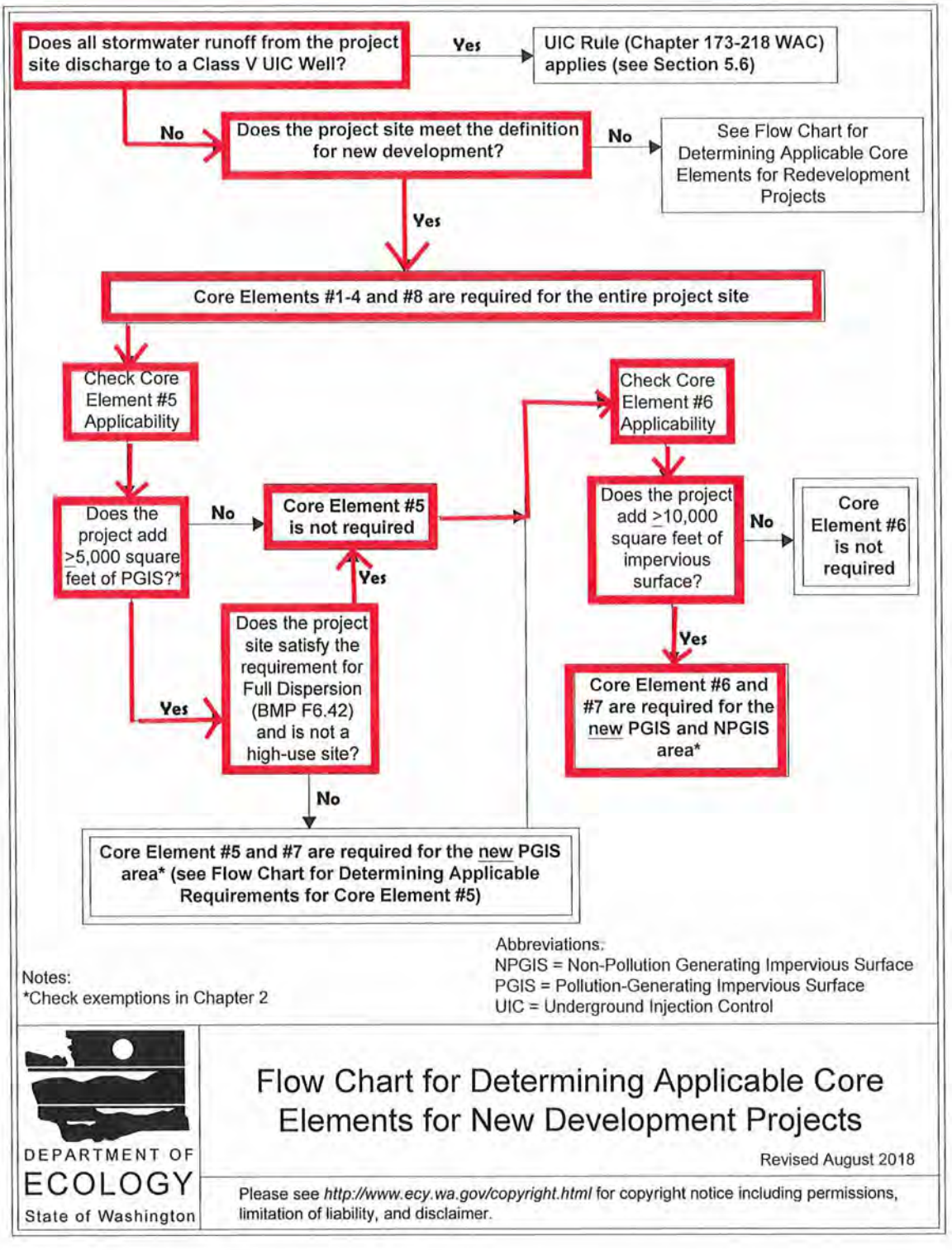
The proposed project is in Benton County on the south side of W Old Inland Empire Hwy.at 84009 W Old Inland Empire Hwy, Prosser, WA 99350. The project includes 3 parcels – 122954000004000, 127951000004000 & 12951000002000 in a portion of the Northwest Quarter of the northeast Quarter lying south of kid canal in Section 27 Township 9 North Range 25. Total area including all 3 parcels is 64.7 Acres. Total area disturbed by this project is approximately 3.5 acres. Zoning of the site is RL-5. The proposed project will construct 11 single family lots and an access road with a Bridge over the canal. The average lot size is 5.5 acres.

Under existing condition, the site is vacant. Yakima River passes through the east portion of the project site Northerly. The river area and its buffer area are mainly covered with forest. Existing trees and vegetation in the river area and buffer area will remain undisturbed for this development.

Onsite soils are gravely and stoney silt loam per USGS soils map. .

Old Inland Empire
W Old Inland Empire Hwy
Yakima River
ESD
ESD
WbA
WbA
WbA
WbA
5sE
5sA
5sB
5sB
5sB
5sB
5sE
5sE
5sE
5sE
5sD
5sD
5sD

Figure 2.1: Flow Chart for Determining Applicable Core Elements for New Development Projects



SECTION 3 REQUIREMENTS

The following is the minimum requirements listed in Storm water Management Manual for Eastern Washington.

"Stormwater management manual" means the 2004 Edition of the Stormwater Management Manual for Eastern Washington (SWMMEW), as amended in August 2019, adopted by reference and prepared by Ecology.

The Minimum Requirements are:

1. Preparation of Stormwater Site Plans
Stormwater Site Plans are prepared per Benton County code and the 2019 WSDOE SWMMEW.

2. Construction Stormwater Pollution Prevention
Construction Stormwater Pollution Prevention Plans are prepared per Benton County code and the 2019 WSDOE SWMMEW.

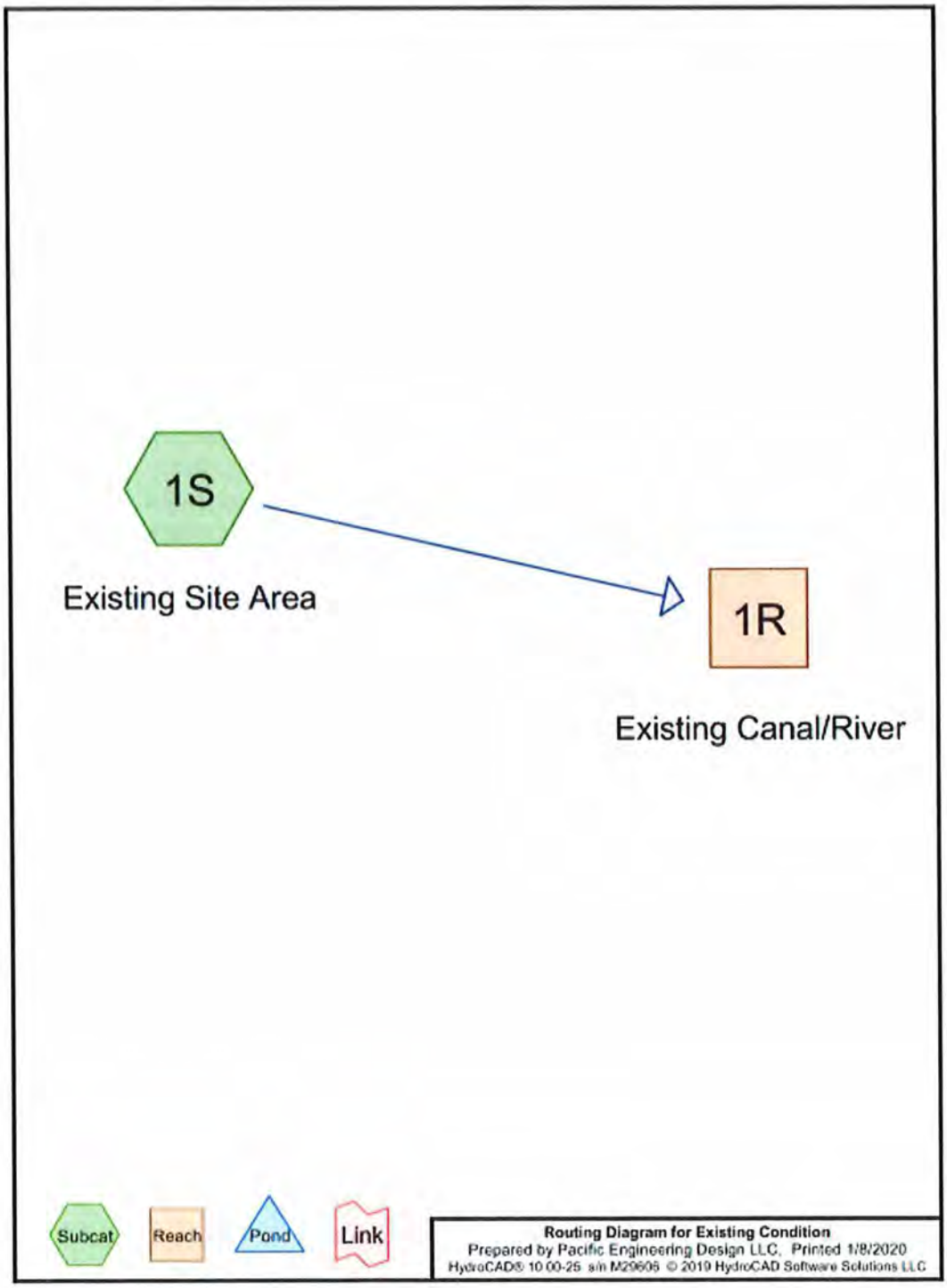
3. Source Control of Pollution
A Pollution Source Control Program will be prepared and provided with stormwater maintenance agreement and recorded prior to final Project approval. Construction specific BMP's will be provided during construction (see SWPPP for reference).

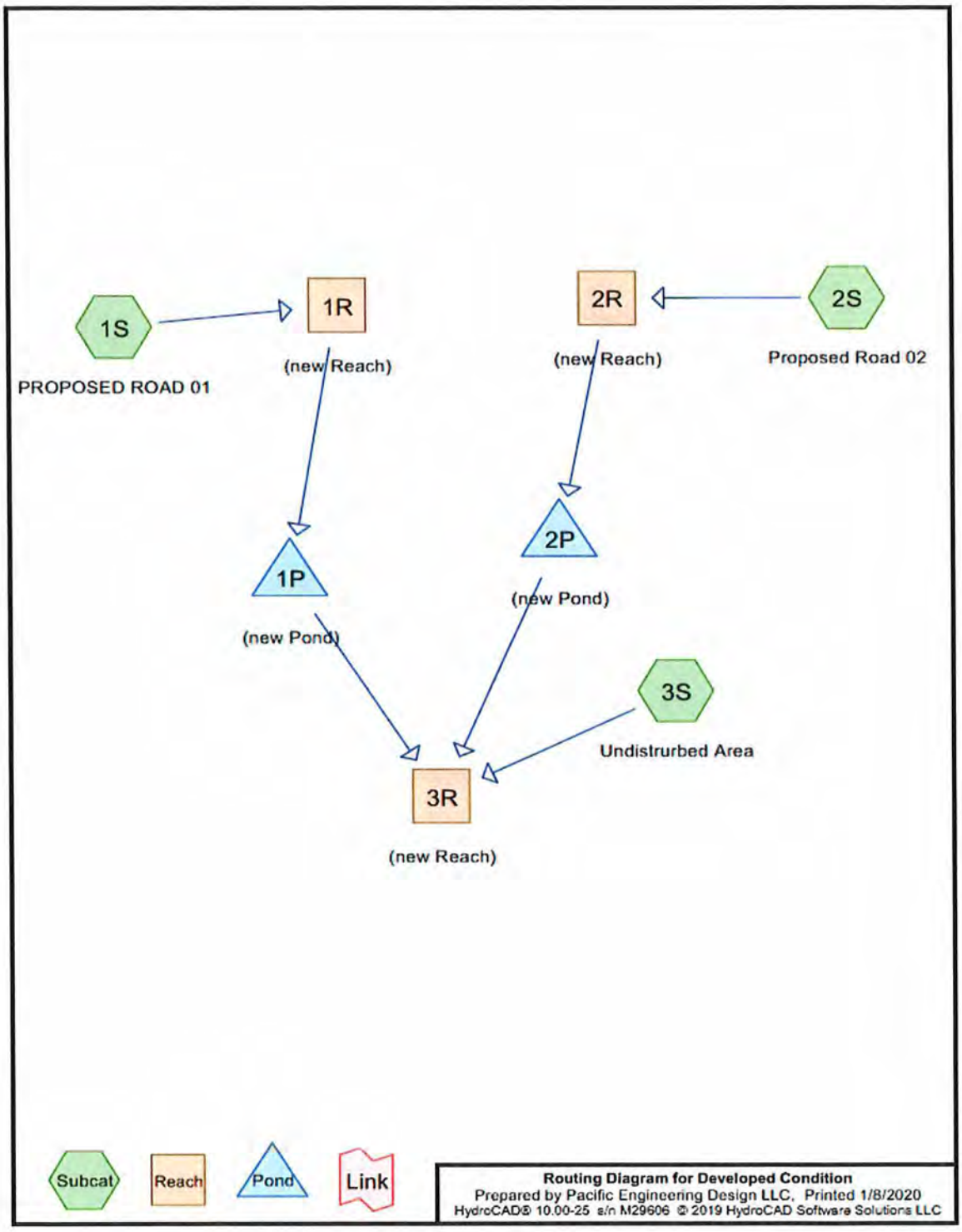
4. Preservation of Natural Drainage Systems and Outfalls
Onsite runoff will be dispersed on site through sheet flow dispersion and will be discharged to the Yakima River which is the natural drainage course. Existing drainage pattern will remain undisturbed.

6. Runoff Treatment
Sheet Flow Dispersion will be provided to manage the runoff from the proposed road.

7. Flow Control
Infiltration pond will be used to provide the required Standard Flow control for stream protection.

8. Local Requirements
Operation and Maintenance of the storm drainage system for this project will be done by the Benton County.


1S
Existing Site Area
1R
Existing Canal/River
Subcat
Reach
Pond
Link
Routing Diagram for Existing Condition
Prepared by Pacific Engineering Design LLC, Printed 1/8/2020
HydroCAD® 10.00-25 s/n M29606 © 2019 HydroCAD Software Solutions LLC


1S
PROPOSED ROAD 01
1R
(new Reach)
2R
(new Reach)
2S
Proposed Road 02
1P
(new Pond)
2P
(new Pond)
3S
Undistrurbed Area
3R
(new Reach)
Subcat
Reach
Pond
Link
Routing Diagram for Developed Condition
Prepared by Pacific Engineering Design LLC, Printed 1/8/2020
HydroCAD® 10.00-25 s/n M29606 © 2019 HydroCAD Software Solutions LLC

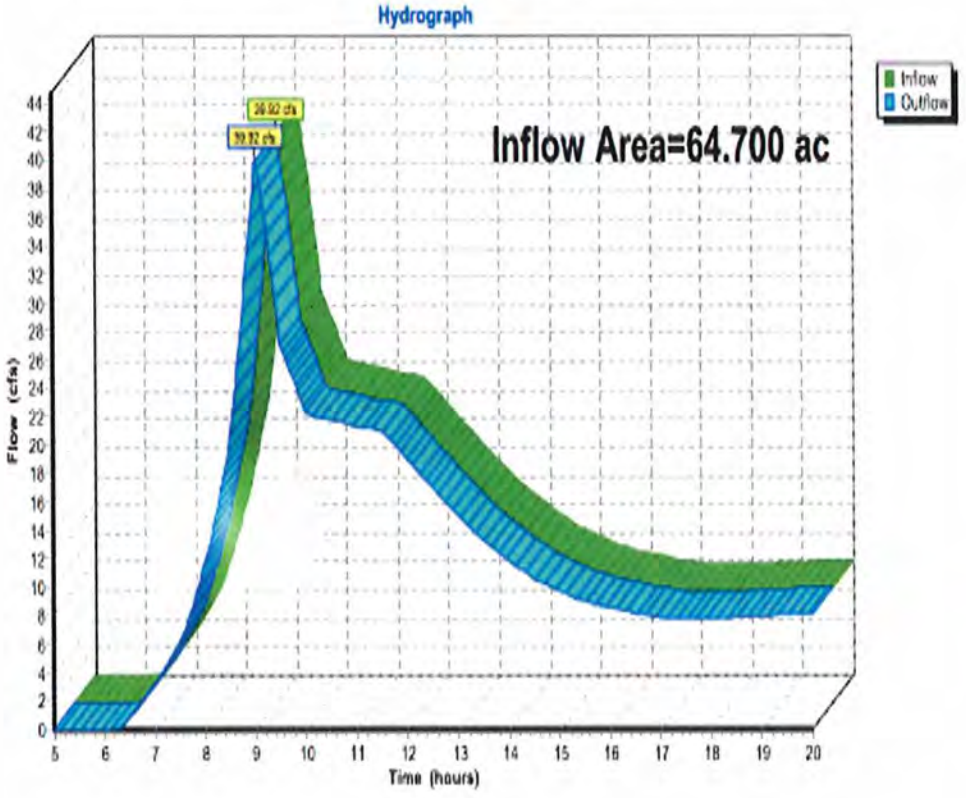
Summary for Reach 1R: Existing Canal/River

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 64.700 ac, 0.00% Impervious, Inflow Depth > 2.83" for Custom event
Inflow = 39.92 cfs @ 9.02 hrs, Volume= 15.264 af
Outflow = 39.92 cfs @ 9.02 hrs, Volume= 15.264 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach 1R: Existing Canal/River



North Basin:

Summary for Pond 1P: (new Pond)

[62] Hint: Exceeded Reach 1R OUTLET depth by 0.07' @ 9.30 hrs

Inflow Area =	1.060 ac,100.00% Impervious,	Inflow Depth >	6.96"	for	Custom event
Inflow =	1.65 cfs @ 9.14 hrs,	Volume=	0.615 af,	Incl. 0.01 cfs Base Flow	
Outflow =	1.61 cfs @ 9.20 hrs,	Volume=	0.611 af,	Atten= 2%,	Lag= 3.8 min
Secondary =	1.61 cfs @ 9.20 hrs,	Volume=	0.611 af		

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Starting Elev= 620.50' Surf.Area= 0.000 ac Storage= 0.000 af
Peak Elev= 625.85' @ 9.20 hrs Surf.Area= 0.046 ac Storage= 0.015 af

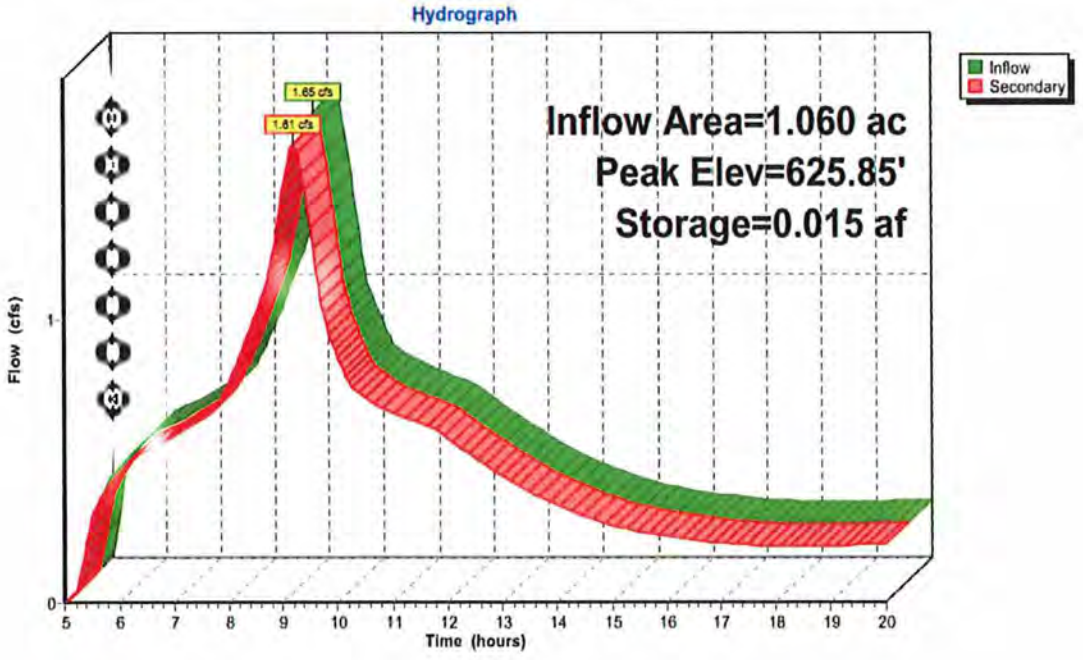
Plug-Flow detention time= 10.1 min calculated for 0.609 af (99% of inflow)
Center-of-Mass det. time= 6.4 min (652.4 - 646.0)

Volume	Invert	Avail.Storage	Storage Description
#1	625.50'	0.396 af	**30.00'W x 60.00'L x 5.00'H Prismatoid Z=3.0**

Device	Routing	Invert	Outlet Devices
#1	Secondary	625.50'	**120.0 deg x 2.0' long x 2.00' rise Sharp-Crested Vee/Trap Weir** Cv= 2.48 (C= 3.10)

Secondary OutFlow Max=1.61 cfs @ 9.20 hrs HW=625.85' (Free Discharge)
↑1=Sharp-Crested Vee/Trap Weir (Weir Controls 1.61 cfs @ 1.75 fps)

Pond 1P: (new Pond)



SECTION 5 CONVEYANCE SYSTEM ANALYSIS

On site storm conveyance system:

North Basin:
The new conveyance system is designed to convey the peak flows.

Total disturbed impervious area = 1.06 acres

Using HydroCAD Model.

Inflow Area = 1.060 ac,100.00% Impervious, Inflow Depth > 6.86" for Custom event
Inflow = 1.67 cfs @ 9.02 hrs, Volume= 0.606 af
Outflow = 1.64 cfs @ 9.14 hrs, Volume= 0.602 af, Atten= 2%, Lag= 7.6 min

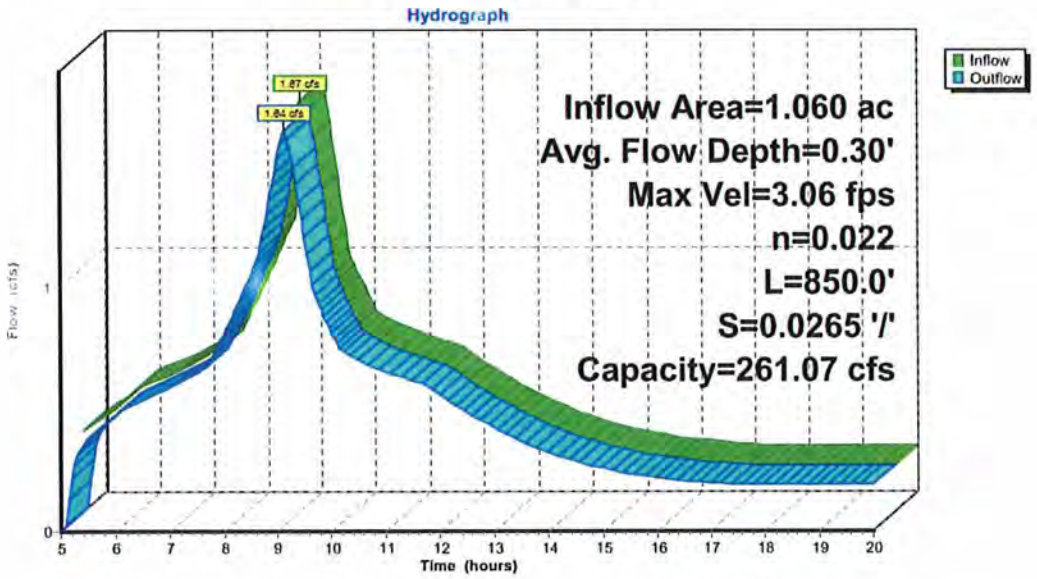
Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 3.06 fps, Min. Travel Time= 4.6 min
Avg. Velocity = 2.18 fps, Avg. Travel Time= 6.5 min

Peak Storage= 456 cf @ 9.06 hrs
Average Depth at Peak Storage= 0.30'
Bank-Full Depth= 2.00' Flow Area= 24.0 sf, Capacity= 261.07 cfs

0.00' x 2.00' deep channel, n= 0.022
Side Slope Z-value= 4.0 8.0 '/' Top Width= 24.00'
Length= 850.0' Slope= 0.0265 '/'
Inlet Invert= 648.00', Outlet Invert= 625.50'

‡

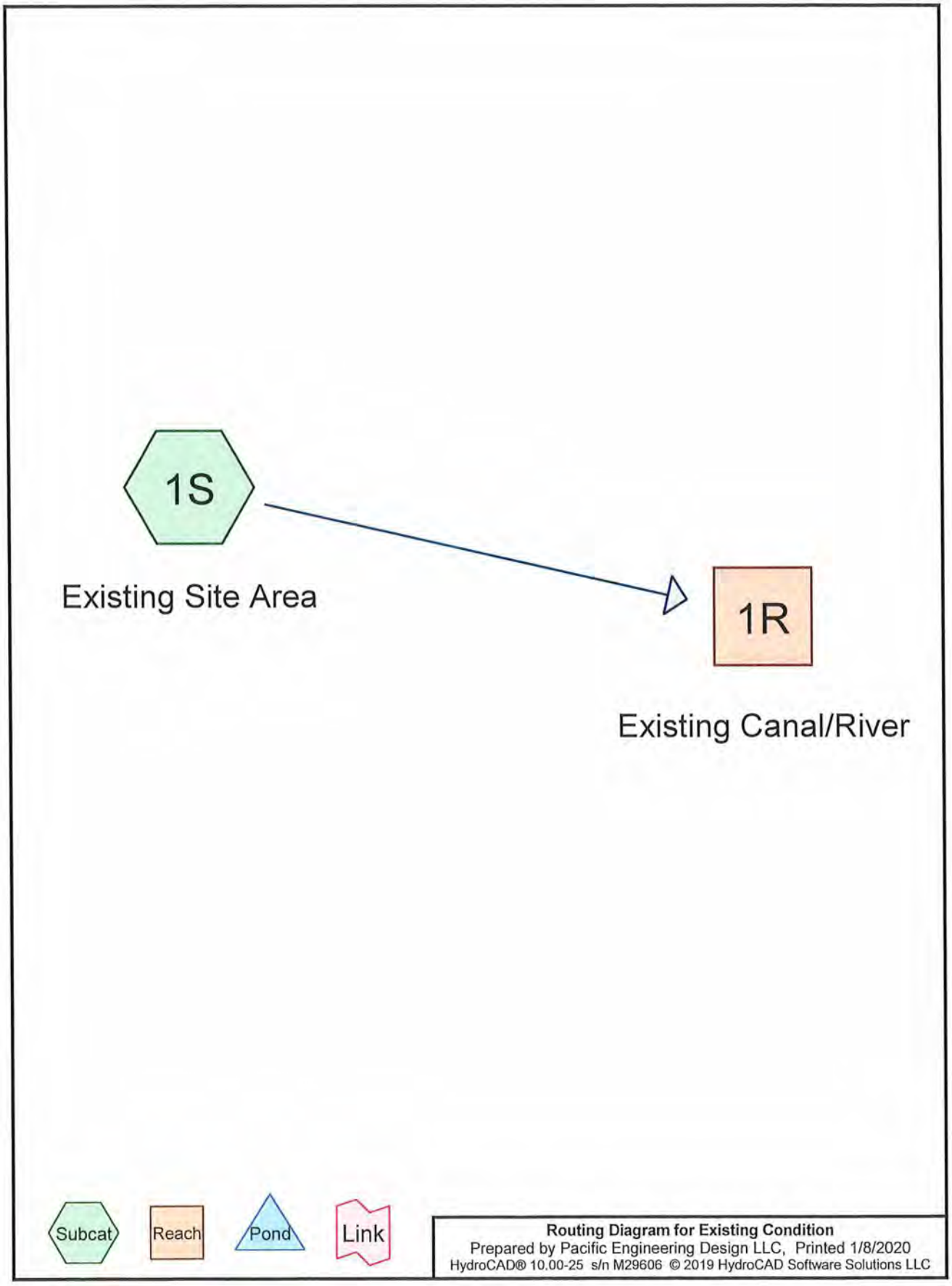
Reach 1R: (new Reach)



Geotechnical Engineering Study Proposed Marriott Hotel, 11401 – 115xx Airport Road, Everett, Washington by Geotech Consultants, Inc., dated February 13, 2019.

City of Everett Surface Water Comprehensive Plan, Volume II – Lake Washington Watershed Plan, Chapter 4 – Swamp Creek Basin Plan, by Otak Inc., dated November 2017.

SECTION 8 ESC ANALYSIS AND DESIGN



Routing Diagram for Existing Condition
Prepared by Pacific Engineering Design LLC, Printed 1/8/2020
HydroCAD® 10.00-25 s/n M29606 © 2019 HydroCAD Software Solutions LLC

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
64.700	HSG B	1S
0.000	HSG C	
0.000	HSG D	
0.000	Other	
64.700		**TOTAL AREA**

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Existing Site Area Runoff Area=64.700 ac 0.00% Impervious Runoff Depth>2.83"
Tc=0.0 min CN=56 Runoff=39.92 cfs 15.264 af

Reach 1R: Existing Canal/River Inflow=39.92 cfs 15.264 af
Outflow=39.92 cfs 15.264 af

Total Runoff Area = 64.700 ac Runoff Volume = 15.264 af Average Runoff Depth = 2.83"
100.00% Pervious = 64.700 ac 0.00% Impervious = 0.000 ac

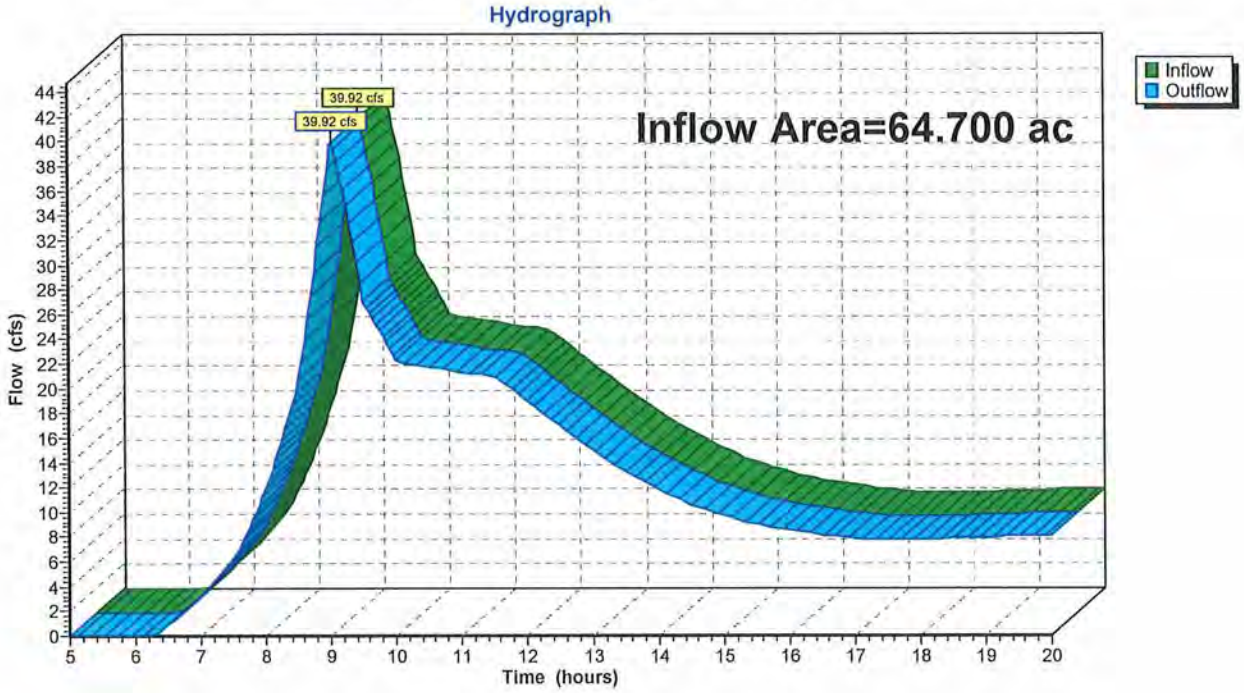
Summary for Reach 1R: Existing Canal/River

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 64.700 ac, 0.00% Impervious, Inflow Depth > 2.83" for Custom event
Inflow = 39.92 cfs @ 9.02 hrs, Volume= 15.264 af
Outflow = 39.92 cfs @ 9.02 hrs, Volume= 15.264 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach 1R: Existing Canal/River



SESSLER PLAT BENTON COUNTY

BENTON COUNTY

FROM:
HOMER TARR BRANCH
8500 62ND AVE S, SUITE 100
SEATTLE WA 98118
PHONE PAX
DESSEL-COUAL.COM

PROJECT NO.: 19022
DRAWN BY: PJP
ISSUE DATE: 01-10-2020
SHEET REV.:

SITE PLAN

FILE DESIGNATION
S01
SHEET 01 OF 05

Pacific Engineering Design, LLC
Civil Engineering and Planning Consultants

15445 53 AVE S,
SEATTLE WA 98168
PHONE
(206) 431-7970
FAX:
(206) 388-1648
WEB SITE:
PACENG.COM

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
64.700	HSG B	1S, 2S, 3S
0.000	HSG C	
0.000	HSG D	
0.000	Other	
64.700		**TOTAL AREA**

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: PROPOSED ROAD 01 Runoff Area=1.060 ac 100.00% Impervious Runoff Depth>6.86"
Flow Length=850' Slope=0.0200 '/' Tc=1.5 min CN=98 Runoff=1.67 cfs 0.606 af

Subcatchment 2S: Proposed Road 02 Runoff Area=1.175 ac 100.00% Impervious Runoff Depth>6.86"
Flow Length=850' Slope=0.0200 '/' Tc=1.5 min CN=98 Runoff=1.86 cfs 0.672 af

Subcatchment 3S: Undistrurbed Area Runoff Area=62.465 ac 0.00% Impervious Runoff Depth>2.83"
Tc=0.0 min CN=56 Runoff=38.54 cfs 14.737 af

Reach 1R: (new Reach) Avg. Flow Depth=0.30' Max Vel=3.06 fps Inflow=1.67 cfs 0.606 af
n=0.022 L=850.0' S=0.0265 '/' Capacity=261.07 cfs Outflow=1.64 cfs 0.602 af

Reach 2R: (new Reach) Avg. Flow Depth=0.31' Max Vel=3.22 fps Inflow=1.86 cfs 0.672 af
n=0.022 L=850.0' S=0.0282 '/' Capacity=269.63 cfs Outflow=1.82 cfs 0.668 af

Reach 3R: (new Reach) Avg. Flow Depth=0.84' Max Vel=8.55 fps Inflow=38.54 cfs 14.737 af
n=0.022 L=50.0' S=0.0400 '/' Capacity=284.67 cfs Outflow=38.49 cfs 14.734 af

Pond 1P: (new Pond) Peak Elev=625.85' Storage=0.015 af Inflow=1.65 cfs 0.615 af
Outflow=1.61 cfs 0.611 af

Pond 2P: (new Pond) Peak Elev=605.88' Storage=0.016 af Inflow=1.84 cfs 0.693 af
Outflow=1.80 cfs 0.688 af

Total Runoff Area = 64.700 ac Runoff Volume = 16.015 af Average Runoff Depth = 2.97"
96.55% Pervious = 62.465 ac 3.45% Impervious = 2.235 ac

Summary for Subcatchment 2S: Proposed Road 02

[49] Hint: Tc<2dt may require smaller dt

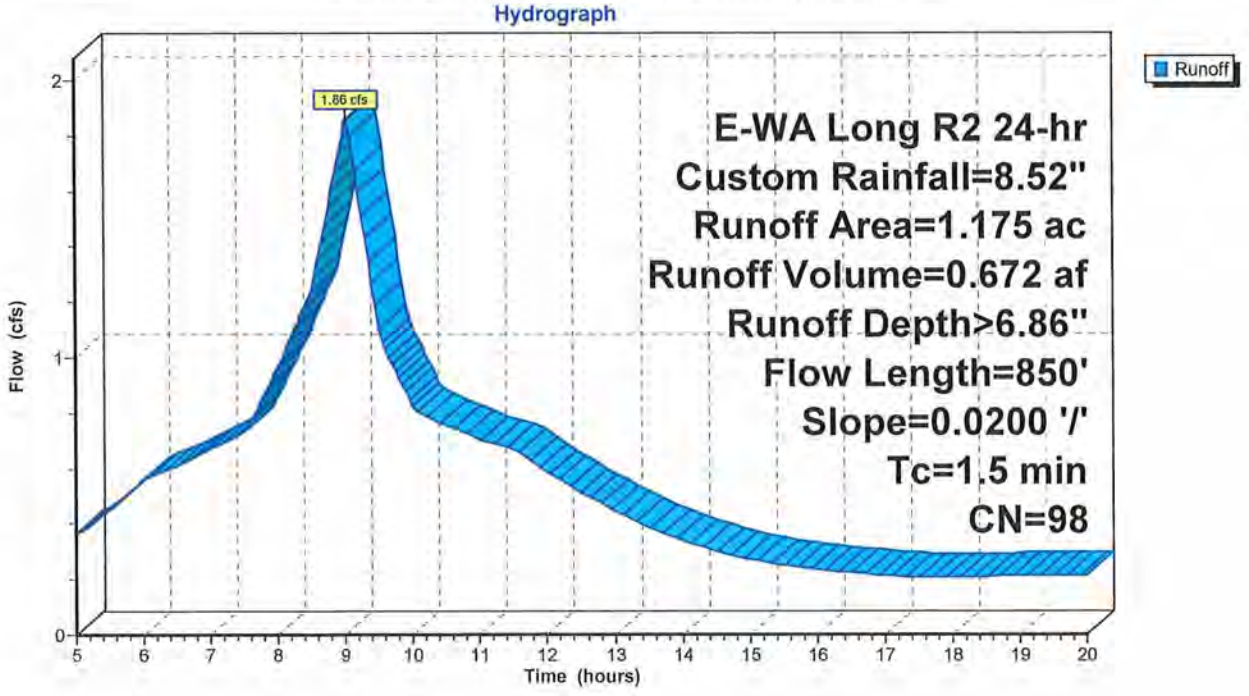
Runoff = 1.86 cfs @ 9.02 hrs, Volume= 0.672 af, Depth> 6.86"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
E-WA Long R2 24-hr Custom Rainfall=8.52"

Area (ac)	CN	Description
1.175	98	Paved parking, HSG B
1.175		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.5	850	0.0200	9.46	226.93	**Trap/Vee/Rect Channel Flow,** Bot.W=0.00' D=2.00' Z= 4.0 & 8.0 '/' Top.W=24.00' n= 0.022 Earth, clean & straight

Subcatchment 2S: Proposed Road 02



Summary for Reach 1R: (new Reach)

[82] Warning: Early inflow requires earlier time span

Inflow Area = 1.060 ac,100.00% Impervious, Inflow Depth > 6.86" for Custom event
Inflow = 1.67 cfs @ 9.02 hrs, Volume= 0.606 af
Outflow = 1.64 cfs @ 9.14 hrs, Volume= 0.602 af, Atten= 2%, Lag= 7.6 min

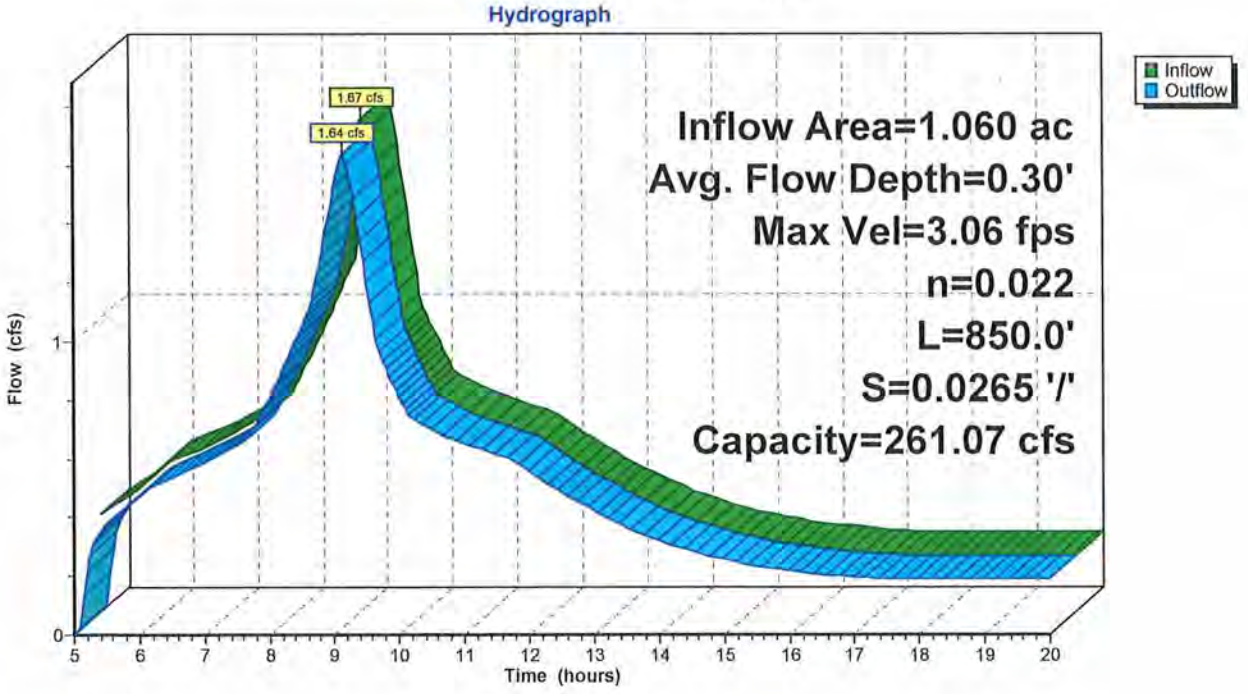
Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 3.06 fps, Min. Travel Time= 4.6 min
Avg. Velocity = 2.18 fps, Avg. Travel Time= 6.5 min

Peak Storage= 456 cf @ 9.06 hrs
Average Depth at Peak Storage= 0.30'
Bank-Full Depth= 2.00' Flow Area= 24.0 sf, Capacity= 261.07 cfs

0.00' x 2.00' deep channel, n= 0.022
Side Slope Z-value= 4.0 8.0 '/' Top Width= 24.00'
Length= 850.0' Slope= 0.0265 '/'
Inlet Invert= 648.00', Outlet Invert= 625.50'

‡

Reach 1R: (new Reach)



Summary for Reach 3R: (new Reach)

Inflow Area = 64.700 ac, 3.45% Impervious, Inflow Depth > 2.73" for Custom event
Inflow = 38.54 cfs @ 9.02 hrs, Volume= 14.737 af
Outflow = 38.49 cfs @ 9.02 hrs, Volume= 14.734 af, Atten= 0%, Lag= 0.2 min

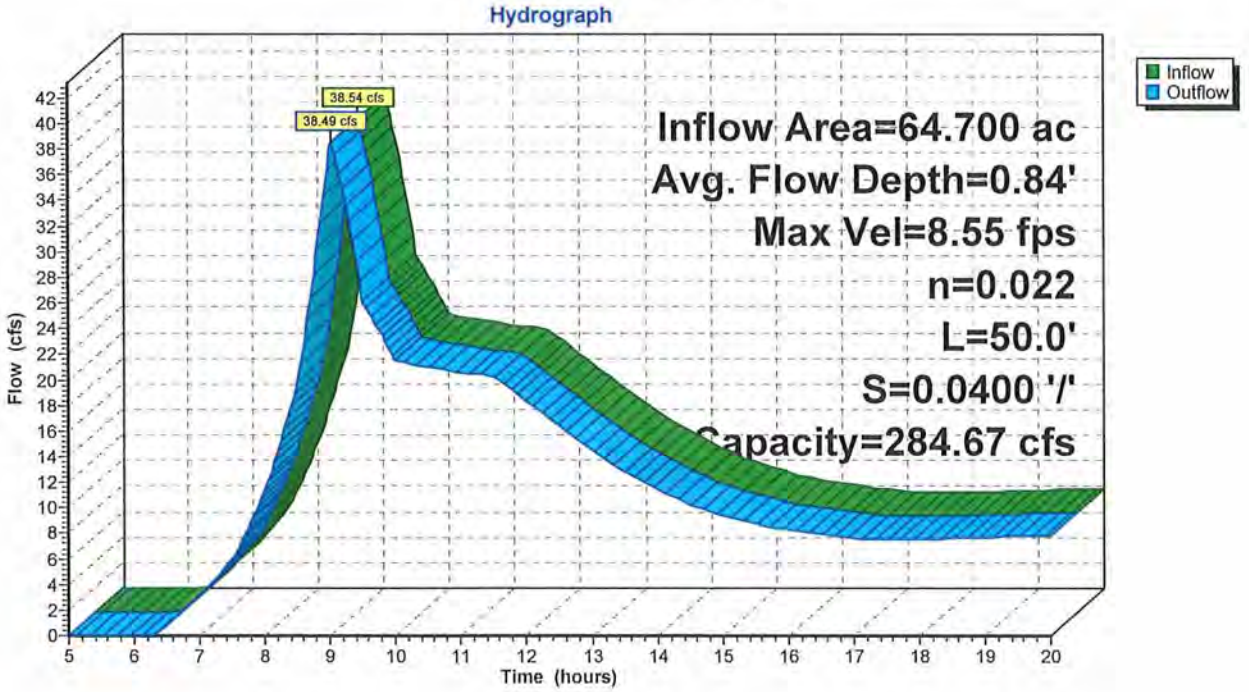
Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 8.55 fps, Min. Travel Time= 0.1 min
Avg. Velocity = 6.17 fps, Avg. Travel Time= 0.1 min

Peak Storage= 225 cf @ 9.02 hrs
Average Depth at Peak Storage= 0.84'
Bank-Full Depth= 2.00' Flow Area= 20.0 sf, Capacity= 284.67 cfs

2.00' x 2.00' deep channel, n= 0.022 Earth, clean & straight
Side Slope Z-value= 4.0 '/' Top Width= 18.00'
Length= 50.0' Slope= 0.0400 '/'
Inlet Invert= 604.00', Outlet Invert= 602.00'

‡

Reach 3R: (new Reach)



Summary for Pond 2P: (new Pond)

Inflow Area = 1.175 ac,100.00% Impervious, Inflow Depth > 7.08" for Custom event
Inflow = 1.84 cfs @ 9.14 hrs, Volume= 0.693 af, Incl. 0.02 cfs Base Flow
Outflow = 1.80 cfs @ 9.19 hrs, Volume= 0.688 af, Atten= 2%, Lag= 3.5 min
Secondary = 1.80 cfs @ 9.19 hrs, Volume= 0.688 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Starting Elev= 600.50' Surf.Area= 0.000 ac Storage= 0.000 af
Peak Elev= 605.88' @ 9.19 hrs Surf.Area= 0.046 ac Storage= 0.016 af

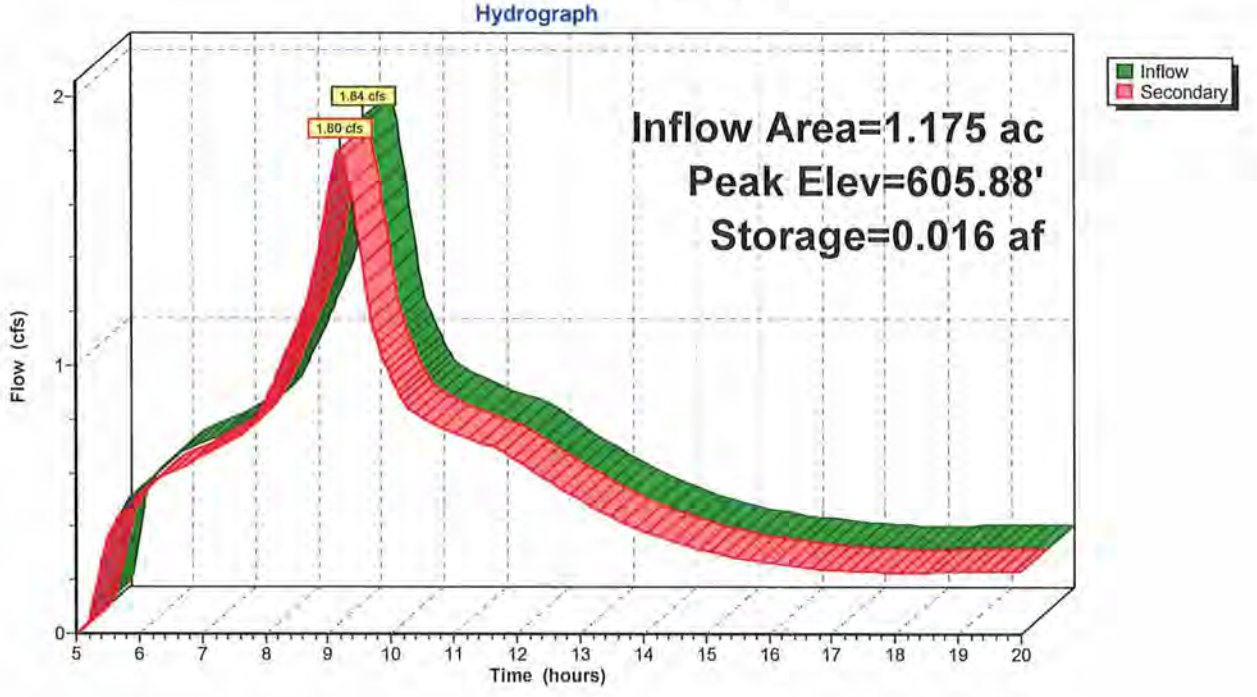
Plug-Flow detention time= 9.7 min calculated for 0.686 af (99% of inflow)
Center-of-Mass det. time= 6.1 min (653.4 - 647.3)

Volume	Invert	Avail.Storage	Storage Description
#1	605.50'	0.396 af	**30.00'W x 60.00'L x 5.00'H Prismatoid Z=3.0**

Device	Routing	Invert	Outlet Devices
#1	Secondary	605.50'	**120.0 deg x 2.0' long x 2.50' rise Sharp-Crested Vee/Trap Weir** Cv= 2.48 (C= 3.10)

Secondary OutFlow Max=1.80 cfs @ 9.19 hrs HW=605.88' (Free Discharge)
1=Sharp-Crested Vee/Trap Weir (Weir Controls 1.80 cfs @ 1.81 fps)

Pond 2P: (new Pond)



Planning Department
(509) 786-5612
P.O. Box 910
Prosser, WA 99350

www.co.benton.wa.us
planning.department@co.benton.wa.us
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway

SEPA ENVIRONMENTAL CHECKLIST

RECEIVED
DEC 15 2022
Benton Co. Planning Dept.

File No. EA 2022-051

A. BACKGROUND

1. Name of proposed project, if applicable: BLAIR LOOP

2. Name of applicant: JERROD SESSLER

3. Address and phone number of applicant and contact person: 84009 W OFE 99350
509-654-4300

4. Date checklist prepared: 7/2/2022

5. Agency requesting checklist: COUNTY PLANNING & BUILDING

6. Proposed timing or schedule (including phasing, if applicable): MULTI-YEAR DEVELOPMENT

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
ADDITIONAL PARCEL MAY BE ADDED THAT IS ALSO CURRENTLY LAND LOCKED. THIS IS THE ONLY OPTION TO UNLOCK THIS LAND DUE TO CANAL CONSTRUCTION.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. NO ENVIRON ISSUES NOTED OR KNOWN.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. APPROVAL FROM USBR ALREADY COMPLETED 2+ YEARS AGO FOR BRIDGE OVER CHANDLER CANAL.

10. List any government approvals or permits that will be needed for your proposal, if known.
HEALTH PERMIT APPROVED AND PROVIDED ALREADY.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.
50+ ACRES SEPARATED BY CHANDLER CANAL AND DIVIDING TO 5+ ACRE LEGALLY SEPARATE LOTS.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. ~17 ACRES OFF OCE AT THE ADDRESS AND ADDITIONAL ~50 ACRES ACROSS CANAL ABUTTED TO RATTLESNAKE & YAKIMA RIVER.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one):

(Flat) Rolling Hilly Steep Slopes Mountainous

Other _____

b. What is the steepest slope on the site (approximate percent slope)? 5% – 10%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

MAINLY ROCK & COBBLE W/SOME BASALT ROCK IN PLACES

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

NO

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. _____

NO FILLING NECESSARY

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

NO, FAIRLY FLAT W/NATURAL DRAINAGE

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? 6.25%

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: _____

NONE NEEDED / REQUIRED

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. _____

NONE

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

N/A

c. Proposed measures to reduce or control emissions or other impacts to air, if any: _____

N/A

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. YAKIMA RIVER BUT THIS CHECKLIST IS FOR SUB-DIVISION ONLY, NOT CONSTRUCTION

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. NO; DEF. NOT W/IN 200 FT OF RIVER.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

NONE

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. _____

NO DIVERSIONS OR WITHDRAWALS

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. _____

NO

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. _____

NO

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

EXISTING WELLS ON PROPERTY ALREADY.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

W/USE DOMESTIC SEPTIC FOR EACH CONSTRUCTION/ PROJECT (FUTURE).

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. DITCHES ALONG NEW COUNTY ROAD

2) Could waste materials enter ground or surface waters? If so, generally describe. NO

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

NO

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: NONE N/A

4. Plants

a. Check the types of vegetation found on the site:

- ____ Deciduous tree *(alder, maple, aspen, other)*
- ____ Evergreen tree *(fir, cedar, pine, other)*
- X Shrubs
- X Grass
- X Pasture
- X Crop or grain
- ____ Orchards, vineyards or other permanent crops
- ____ Wet soil plants *(cattail, buttercup, bullrush, skunk cabbage, other)*
- ____ Water plants *(water lily, eelgrass, milfoil, other)*
- ____ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered? NONE - N/A

c. List threatened and endangered species known to be on or near the site. NONE - N/A

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: LANDSCAPE IMPROVEMENTS PLANNED FOR EACH FUTURE CONSTRUCTION OF EACH LOT.

e. List all noxious weeds and invasive species known to be on or near the site. NONE

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: birds: hawk, heron, eagle, songbirds, other; mammals: deer, bear, elk, beaver, other; fish: bass, salmon, trout, herring, shellfish, other. NONE

b. List any threatened and endangered species known to be on or near the site. NONE

c. Is the site part of a migration route? If so, explain. N/A

d. Proposed measures to preserve or enhance wildlife, if any: NONE

e. List any invasive animal species known to be on or near the site. NONE

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. ELECTRIC, OIL, WOOD STOVE FOR HEATING & LIGHTING.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

NO

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: HIGH EFFICIENT APPLIANCES AND LOW ENERGY LIGHTING & HEATING/COOLING.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

NONE

1) Describe any known or possible contamination at the site from present or past uses.

NONE

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project

NONE

area and in the vicinity. NONE

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

NONE

4) Describe special emergency services that might be required. NONE

5) Proposed measures to reduce or control environmental health hazards, if any:

N/A

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? NONE - N/A

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. TYPICAL CONSTRUCTION & DEVELOPMENT FROM 7 AM - 6 PM

3) Proposed measures to reduce or control noise impacts, if any:

MODERN EQUIPMENT & RESPECTFULLY WORKING TO KEEP NOISE W/IN NORMAL HOURS.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. NO USE CHANGES AT SITE OR ADJACENT

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? NO, NONE, N/A

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: NO, N/A

c. Describe any structures on the site. HOMES, WELL HOUSE, EQUIP BUILDINGS, SHOPS

d. Will any structures be demolished? If so, what? NO

e. What is the current zoning classification of the site? RESIDENTIAL 5-ACRE

f. What is the current comprehensive plan designation of the site? RESIDENTIAL

g. If applicable, what is the current shoreline master program designation of the site? N/A

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. NO

i. Approximately how many people would reside or work in the completed project? 20-30

j. Approximately how many people would the completed project displace? NONE

k. Proposed measures to avoid or reduce displacement impacts, if any: N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: N/A

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: N/A

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. 11 HIGH END HOMES

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing. 0

c. Proposed measures to reduce or control housing impacts, if any: NO IMPACT

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? 30'

b. What views in the immediate vicinity would be altered or obstructed? NONE

c. Proposed measures to reduce or control aesthetic impacts, if any: N/A, AESTHETICS TO BE IMPROVED

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

NONE

b. Could light or glare from the finished project be a safety hazard or interfere with views?

NO, NONE

c. What existing off-site sources of light or glare may affect your proposal?

NONE

d. Proposed measures to reduce or control light and glare impacts, if any:

N/A - NO IMPACT

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

NONE

b. Would the proposed project displace any existing recreational uses? If so, describe.

NONE - N/A

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

NONE - N/A

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. NO EVIDENCE, STUDY NOT REQUIRED FOR DEVITRON.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. NONE / N/A

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. NONE - N/A

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. SEE PLAN FOR NEW COUNTY ROAD INCLUDING BRIDGE.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? NO PUBLIC TRANSIT

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? NEW PARKING FOR EACH NEW RESIDENCE. NO ELIMINATION

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). NEW COUNTY ROAD "BLAIR LOOP" WHICH IS ALREADY NAMED & APPROVED.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. NO - N/A

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as

commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? NONE REQUIRED FOR SUB DIVISION

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. NO - N/A

h. Proposed measures to reduce or control transportation impacts, if any: N/A

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. ADDITIONAL HOMES W/BE ACCESSIBLE THROUGH COUNTY ROAD.

b. Proposed measures to reduce or control direct impacts on public services, if any. N/A

16. Utilities

a. Circle utilities currently available at the site:

(electricity) natural gas (water) (refuse service) (telephone) sanitary sewer system other

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

USE ACC EXISTING UTILITIES - NO NEW

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: [signature]

Name of Signee JERROD SESSLER

Position and Agency/Organization OWNER

Date Submitted: 7/18/2022

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(IT IS NOT NECESSARY to use this sheet for project actions)

- Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.
- When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? NO IMPACT TO CURRENT CONDITIONS

a. Proposed measures to avoid or reduce such increases are: N/A

2. How would the proposal be likely to affect plants, animals, fish, or marine life? NO IMPACT

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are: N/A

3. How would the proposal be likely to deplete energy or natural resources? NO IMPACT

a. Proposed measures to protect or conserve energy and natural resources are: N/A

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands? NO IMPACT, NO SENSITIVE AREAS

a. Proposed measures to protect such resources or to avoid or reduce impacts are: N/A

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? NO IMPACT TO SHORE LINES OR LANDS

a. Proposed measures to avoid or reduce shoreline and land use impacts are: N/A

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

ONLY SLIGHT IMPACT W/ NEW ROAD AND MINIMAL NEW TRAFFIC ONCE EACH NEW LOT IS CONSTRUCTED

a. Proposed measures to reduce or respond to such demand(s) are: N/A

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. NO CONFLICTS

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

Notice of Application - Optional DNS Process

Benton County has received a preliminary plat application and environmental checklist for the following project:

Date of permit application: January 10, 2023
Date of determination of completeness: January 11, 2023
Date of Notice of Application: January 27, 2023
Comment due date: 14 days from publication of this notice
Date of Notice of Application Publication: February 1, 2023

Agency Contact: Michelle Cooke, Benton County Planning Manager
michelle.cooke@co.benton.wa.us (509) 786-5612

Agency File Number(s): SUB 2022-004 and EA 2022-051

Project Description: The preliminary plat of Blair Loop for a subdivision of 56.8 acres into 11 lots with the smallest lot area being 5 acres in size.

Project Location: The site is located south of Old Inland Empire Hwy, north and south of the US Bureau of Reclamation Irrigation Canal and adjacent to the Yakima River in the northeast quarter of Section 27 and a portion of the southeast quarter of Section 22, Township 8 North, Range 30 W.M. (Parcel Numbers: 127951000002000, 127951000004000 and 122954000004000)

Project Applicant: Jerrod Sessler, 84009 W OIE Hwy, Prosser WA 99350

SEPA Environmental Review: The Benton County Planning Division has reviewed the proposed project for probable adverse environmental impacts and expects to issue a Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS). The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed project.

Agencies, tribes, and the public are encouraged to review and comment on the proposed project and its probable environmental impacts. Comments must be submitted 14 days from date of publication to the Benton County Planning Division, P.O. Box 910, Prosser, WA 99350. Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

Preliminary Development Regulations and Existing Environmental Documents: To evaluate the impacts of the proposed project, the following may be used for mitigation, consistency, and the development of findings and conclusions:

Benton County Code, including BCC Title 15 CAO, BCC Title 6.35 SEPA, Comprehensive Plan, BCC Title 9-Subdivision Regulations, BCC Title 11-Zoning Regulations, Department of Ecology, and the SEPA Environmental Checklist, dated December 15, 2022.

Other required agency evaluations, approvals, permits, and mitigation as necessary.

Required Permits:
Benton County Building Division Grading Permit, Special Flood Hazard Permit and other forms, reports, or approvals as necessary.

Required Studies:
Unknown at this time.

This project does require an open record hearing before the Planning Commission and a closed record hearing before the Board of County Commissioners. A copy of the subsequent threshold determination and any other information concerning this action may be obtained by contacting the Benton County Planning Division at P.O. Box 910, Prosser, WA, or (509) 786-5612.

Dated at Prosser, Washington on this 27th day of January 2023.

Michelle Cooke, Planning Manager
Community Development Department

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.15

MITIGATED DETERMINATION OF NON-SIGNIFICANCE

Proponent: Jerrod Sessler
84009 W OIE Hwy
Prosser, WA 99350

File No. EA 2022-051

Project Description: The preliminary plat of Blair Loop a subdivision of 64.70 acres into 11 residential lots with an average lot size of 5.5 acres.

Project Location: The site is located in unincorporated Benton County south of Old Inland Empire Highway in Sections 22 and 27, Township 9 North, Range 25 East, W.M. in Prosser, WA on parcel numbers 122954000004000, 127951000004000, and 127951000002000.

Jurisdiction: Benton County, Washington.

Lead Agency: Benton County Planning Division.

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(3), provided that the following measures are taken to mitigate potential adverse impacts. Substantive authority to require mitigation is derived from WAC 197-11-660 and Benton County Code, Chapter 6.35.120. The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request.

This MDNS is issued under WAC 197-11-355; no additional comments are being requested.

Conditions/Mitigation Measures: See Attached.

Appeals: You may appeal this determination to the Benton County Planning Division at P.O. Box 910, Prosser, WA 99350, **no later than July 13, 2023, by written notice.** The fee for a threshold determination appeal is $800.00. An appeal of the determination must be made in writing to the Benton County Planning Division and a public hearing will be scheduled and the appellant will be notified of the date, time, and place. You should be prepared to make specific factual objections. Contact the Planning Division to read or ask about the procedures for SEPA appeals.

SEPA Responsible Official: Michelle Cooke
Position/Title: Planning Division Manager
Address: P.O. Box 910, Prosser WA 99350

Date: June 29, 2023

Michelle Cooke, Planning Manager

DISTRIBUTION:

Applicant	Media
Benton Clean Air Authority	WA State Dept. of Archaeology & Historic Preservation
Benton County Building Department	WA State Department of Ecology
Benton County Fire Marshal	WA State Department of Fish and Wildlife
Benton County Road Department	WA State Department of Health
Benton-Franklin Health District	WA State Department of Natural Resources
Futurewise	WA State Department of Transportation
Bureau of Land Management	Yakima Indian Nation
Bureau of Reclamation	Confederated Tribes of the Umatilla
Fire District #3	Sunnyside Valley Irrigation District
Environmental Review Inc.	Corps of Engineers

CONDITIONS/MITIGATION MEASURES
File No.: EA 2022-051- Preliminary Plat of Blair Loop

Applicant: Jerrod Sessler
84009 W OIE Hwy
Prosser, WA 99350

Documents and Regulations:

The environment threshold determination and conditions are based on an analysis of information contained in the following documents or the applicable regulations and restrictions of various agencies:

1. Benton County, BCC Title 6.35 Environmental Policy (SEPA);
2. Benton County, BCC Title 11, Zoning;
3. Benton County, BCC Title 9, Subdivisions;
4. Benton County Comprehensive Plan;
5. Benton County, BCC Title 15 Critical Area Ordinance;
6. Benton County, BCC Title 3 Building Code, Fire Code, and Road Standards;
7. Regulations of the Benton Clean Air Agency;
8. Regulations of the Washington State Department of Fish and Wildlife, Department of Transportation, Department of Ecology, Department of Natural Resources and Department of Archaeology and Historic Preservation; and
9. Application submittal materials including a Preliminary Plat Survey, dated December 15, 2022, SEPA Environmental Checklist dated December 15, 2022, and a Preliminary Storm Drainage Report, dated December 22, 2021.
    a. The following supplemental application materials were received June 26, 2023: Cultural Resource Survey.

Findings:

1. The applicant is proposing a preliminary plat to subdivide 64.70 acres into 11 residential lots with an average lot size of 5.5 acres.

2. Location:
    a. The site is located in unincorporated Benton County south of Old Inland Empire Highway in Sections 22 and 27, Township 9 North, Range 25 East, W.M. in Prosser, WA on parcel numbers 122954000004000, 127951000004000, and 127951000002000.

3. Benton County, BCC Title 11, Zoning:
    a. The zoning designation for the project area is Rural Lands Five Acre Zoning District (RL-5). This zoning district has a minimum lot size of five acres; and
    b. Single-family homes are an allowed use in the RL-5 Zoning District.

4. Benton County, BCC Title 9, Subdivisions:
    a. Applicant has applied for preliminary plat consideration in accordance with BCC 9.05 Preliminary Plats.

5. Benton County Comprehensive Plan:
    a. The property is designated Rural Remote in the Benton County Comprehensive Plan.

6. Benton County, BCC Title 15, Critical Area Ordinance:
    a. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, wetlands and steep slopes have been identified on this property however a critical area report is not required for the processing of a preliminary plat at this location as the residential development will not occur in close proximity to the mapped critical areas. Should any future development occur near these areas a critical area report may be required.
    b. Wetlands: Per the National Wetland Inventory and the Washington State Department of Fish and Wildlife there are mapped wetlands are present on the parcel.
    c. Critical Aquifer Recharge Area: None identified.
    d. Fish and Wildlife Habitat Conservation Area: None identified.
    e. Frequently Flooded Areas: Portions of the parcel are located within the 100-year flood boundary.
    f. Geologically Hazardous Areas: Steep slopes greater than 15% are found within the parcel.

7. Benton County Shoreline Master Program:
    a. Portions of Lots 6-11 are within the jurisdiction of the Shoreline Master Plan and any development or use must meet the requirements of the rural environment.

8. The applicant submitted the following materials for the SEPA review process:
    a. Preliminary Storm Drainage Report, dated December 22, 2022;
    b. Preliminary Plat Survey, dated December 15, 2022;
    c. SEPA Environmental Checklist dated December 15, 2022; and
    d. Cultural Resource Survey dated June 2023:

9. Letters submitted by the following agencies during the SEPA review process will additionally be considered during the preliminary plat review:
    a. Washington State Department of Archeology and Historic Preservation, dated February 15, 2023;
    b. US Bureau of Reclamation, dated February 21, 2023;
    c. Benton Franklin Health District, dated October 4, 2022;
    d. Sunnyside Valley Irrigation District, dated February 3, 2023.
    e. West Benton Fire and Rescue, dated February 6, 2023.

Conditions:

The applicant must complete and comply with the following mitigating conditions for this Mitigated Determination of Non-Significance (MDNS).

1. **Benton County Planning Division:** Meet and comply with BCC Title 9, Subdivisions, including preliminary and final plat requirements, if approved. Compliance is required with the following for this project:
    a. Preliminary Storm Drainage Report dated December 22, 2021 and SEPA Environmental Checklist dated December 15, 2022.

b. Cultural Resource Survey dated June 2023 including but not limited to:
    i. Archaeological monitoring of all ground disturbing activities within 100 feet of the subject area identified in the report.
    ii. A Unanticipated Discovery Plan (UDP) shall be used during all ground-disturbing work on the project and the UDP shall be included with contract documents.
c. Per FEMA FIRM maps, portions of the parcel are located within the 100-year flood boundary.
    i. Benton County Code 3.26.070(d)(4) requires all subdivisions located on parcels of 5 acres or more to provide base flood elevation data. The applicant shall submit base flood data for the project area.

2. **Washington State Department of Archeology and Historic Preservation:** The following comments were submitted by Department of Archaeology and Historic Preservation (DAHP) on February 15, 2023:
    a. DAHP has assigned the following Project Tracking Code: 2023-02-01045.
    b. Our statewide predictive model indicates that there is a high probability of encountering cultural resources within the proposed project area. This is due, in part, to the proximity of the proposed project area to the Yakima River, a resource known to have been important to both Native Americans and settlers in this area. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted and a report be produced prior to ground disturbing activities. This report should meet DAHP's Standards for Cultural Resource Reporting.
    c. We also recommend that any historic buildings or structures (45 years in age or older) located within the project area are evaluated for eligibility for listing in the National Register of Historic Places on Historic Property Inventory (HPI) forms. We highly encourage the SEPA lead agency to ensure that these evaluations are written by a cultural resource professional meeting the SOI Professional Qualification Standards in Architectural History.

3. **US Bureau of Reclamation:** The following comments were submitted by the US Bureau of Reclamation on February 21, 2023:
    a. The proposed bridge plan, its location, and associated improvement plans have not yet been provided to, nor approved by this agency.
    b. This plat must not be approved or finalized until the detailed bridge plans approved by Benton County have been provided to the Bureau of Reclamation (Reclamation) Yakima Field Office and the Reclamation required engineering review, the National Environmental Policy Act review, and National Historic Preservation Act review are complete and all changes or actions required in those reviews have been completed and Reclamation approved.
    c. Other items of concern that have not yet been determined include but are not limited to:
        i. Water shed management (to include oils and runoff from entering canal)
        ii. Urban encroachment (resulting in water seepage issues)
        iii. Trespassing on USBR property and risk of entering canal (fences need to be designed and installed in compliance with policy)
        iv. Canal Operations and Maintenance road access for Reclamation and preventing

unauthorized access.

d. Upon receipt of the Benton County approved final plans on the proposed bridge to the Reclamation Yakima Field Office, Reclamation's engineering and policy review can begin along with the necessary National Environmental Policy Act and National Historic Preservation Act reviews.

4. **West Benton Fire and Rescue:** The following comments were submitted by West Benton Fire and Rescue on February 6, 2022:
    a. The proposed bridge will need to be rated for emergency vehicles weighing over 39 tons.

SUNNYSIDE VALLEY IRRIGATION DISTRICT
SERVING AGRICULTURE SINCE 1906

February 3, 2023

Michelle Cooke, Planning Manager
Benton County Planning/Building Department
Planning Annex
P.O. Box 910
Prosser, WA 99350

RE: Short Plat No. **SUB 2022-004, EA 2022-051**
Landowners: **RQ Bradley LLC**
Parcels: **1-2795-100-0002-000, 1-2795-100-0004-000, 1-2295-400-0004-000**

Dear Ms. Cooke:

This office has reviewed the proposed project. Sunnyside Valley Irrigation District (SVID) has the following comments:

1. Irrigation distribution facilities and 10' private irrigation easements must be provided to all new lots pursuant to RCW 58.17.310 and must be shown on the final plat to allow all lots to access irrigation water. This includes adjacent parcels with the same point of delivery.
2. Access for plats and/or subdivisions will not be allowed on SVID operation and maintenance roads.
3. SVID facilities falling within the parcel boundaries are to be located, surveyed, and shown on the final plat.
4. Buildings and/or Obstructions will not be allowed within SVID easements or rights-of-way.
5. All irrigation assessments must be paid in full prior to SVID approval.
6. Refer to www.SVID.org (under the '*Resources for Landowners'* tab) for the list of general requirements for plat approval by SVID.
7. The project will require the purchase of a flowmeter.
8. **Contact SVID for additional short plat requirements and fees specific to this project**.

If you have any questions, please feel free to contact Rigo Diosdado at (509) 837-6980 or diosdador@SVID.org.

Sincerely,

Ron Cowin

Ron C. Cowin
Assistant Manager – Engineering

Donna Hutchinson

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Thursday, February 9, 2023 11:26 AM
To: cdamron@westbentonfirerescue.org
Subject: RE: Notice of Application for EA 2022-051

Please see the response from Benton County Public Works regarding your question on the proposed Blair Loop Bridge. If you have any further questions please contact our office.

Donna Hutchinson
Office Assistant II
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Prosser: We are located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.
Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

From: Cristina Woods <Cristina.Woods@co.benton.wa.us>
Sent: Thursday, February 9, 2023 8:27 AM
To: Michelle Cooke <Michelle.Cooke@co.benton.wa.us>
Cc: Matt Mahoney <Matt.Mahoney@co.benton.wa.us>; Planning Department <Planning.Department@co.benton.wa.us>
Subject: RE: [EXTERNAL] RE: Notice of Application for EA 2022-051

Michelle

I have been out of the loop on this one so I will let Matt fill in the blanks if I missed something.

From what I could find that has not been determined/calculated yet. They have to provide us with load rating calculations meeting the requirements of the Federal Highway Administration when they submit the bridge design. The bridge load rating shall include Inventory and Operating Load Ratings for AASHTO 1,2,3, NRL, EV2, EV3, OL-1, OL-2. NBI Ratings Inventory and Operating. SHV Ratings SU4, SU5, SU6, SU7.

The above should address the concerns of the Fire Chief, but Matt can correct me if I am wrong.

Thanks

Cristina Woods, MS • *Engineering Associate III*
Benton County Public Works
102206 Wiser Parkway , Kennewick WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, February 8, 2023 5:18 PM
To: Matt Mahoney <Matt.Mahoney@co.benton.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>
Subject: FW: [EXTERNAL] RE: Notice of Application for EA 2022-051

Hi Guys,

Do you know what the weight capacity of the proposed Blair Loop bridge will be?

Thanks,

Michelle Cooke • *Planning Manager*
Benton County Community Development Department - Planning Division
Benton County Courthouse, 620 Market Street, Prosser, WA 99350
Benton County Public Services Office, 102206 E Wiser Parkway, Kennewick, WA 99338
Michelle.Cooke@co.benton.wa.us
(509) 786-5612

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From: Charles Damron <cdamron@westbentonfirerescue.org>
Sent: Monday, February 6, 2023 8:00 AM
To: Planning Department <Planning.Department@co.benton.wa.us>
Subject: [EXTERNAL] RE: Notice of Application for EA 2022-051

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Donna,

The main question I would have is what the weight capacity of the bridge will be? West Benton Fire Rescue has vehicles that weigh over 39 Tons. The bridge would need to be rated for more than that.

Thank you,
Charles Damron
Fire Chief

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, February 1, 2023 11:57 AM
To: Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Bureau of Land Management -

Kevin Devitt District Manager (BLM_OR_SP_Mail@blm.gov) <BLM_OR_SP_Mail@blm.gov>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Fish and Wildlife-SEPA Review <R3planning@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; alex@futurewise.org; Futurewise <tim@futurewise.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; US Corps of Engineers <cenww-re@usace.army.mil>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Yakama Indian Nation SEPA Review <enviroreview@yakama.com>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton (AshleyMorton@ctuir.org) <AshleyMorton@ctuir.org>; Umatilla Indian Nation <EricQuaempts@ctuir.org>; KEPR TV <newsroom@keprtv.com>; news@kndu.com; kvewnews@kvewtv.com; KOLU FM <kolu@kolu.com>; KVEW (gmnorthwest@kvewtv.com) <gmnorthwest@kvewtv.com>; editor@recordbulletin.com; news@tri-cityherald.com; news@yakimaherald.com; KEPR TV <newsroom@keprtv.com>; news@kndu.com; kvewnews@kvewtv.com; KOLU FM <kolu@kolu.com>; KVEW (gmnorthwest@kvewtv.com) <gmnorthwest@kvewtv.com>; editor@recordbulletin.com; news@tri-cityherald.com; news@yakimaherald.com; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Daniel Gonzalez <Daniel.Gonzalez@co.benton.wa.us>; Gary Tiplady <Gary.Tiplady@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Veronica Vogt <Veronica.Vogt@co.benton.wa.us>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>; Charles Damron <cdamron@westbentonfirerescue.org>; Sunnyside Valley Irrigation Dist. - Diane Weber <weberd@svid.org>; Sunnyside Valley Irrigation District - Brandon Walker (walkerb@svid.org) <walkerb@svid.org>
Subject: RE: Notice of Application for EA 2022-051

The Benton County Planning Department has prepared the attached NOA in accordance with the State Environmental Policy Act regulation. This NOA is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the environmental impacts of this action. The documents related to this application can be found on the Dept. of Ecology SEPA Portal at: SEPA record number 202300381, "Blair Loop Subdivision"

We appreciate your review of the proposal and return of comments no later than February 15, 2023. This proposal will not be acted upon before that time.

Donna Hutchinson
Office Assistant II
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Prosser: We are located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.
Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, February 8, 2023 5:18 PM
To: Matt Mahoney <Matt.Mahoney@co.benton.wa.us>; Cristina Woods <Cristina.Woods@co.benton.wa.us>
Subject: FW: [EXTERNAL] RE: Notice of Application for EA 2022-051

Hi Guys,

Do you know what the weight capacity of the proposed Blair Loop bridge will be?

Thanks,

Michelle Cooke • *Planning Manager*
Benton County Community Development Department - Planning Division
Benton County Courthouse, 620 Market Street, Prosser, WA 99350
Benton County Public Services Office, 102206 E Wiser Parkway, Kennewick, WA 99338
Michelle.Cooke@co.benton.wa.us
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Sent: Monday, February 6, 2023 8:00 AM
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Donna,

The main question I would have is what the weight capacity of the bridge will be? West Benton Fire Rescue has vehicles that weigh over 39 Tons. The bridge would need to be rated for more than that.

Thank you,
Charles Damron
Fire Chief

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, February 1, 2023 11:57 AM
To: Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Bureau of Land Management - Kevin Devitt District Manager (BLM_OR_SP_Mail@blm.gov) <BLM_OR_SP_Mail@blm.gov>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Fish and Wildlife-SEPA Review <R3planning@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; alex@futurewise.org; Futurewise <tim@futurewise.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; US Corps of Engineers <cenww-re@usace.army.mil>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Yakama Indian Nation SEPA Review <enviroreview@yakama.com>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Confederated Tribes of the Umatilla Indian Reservation - Ashley M.

Morton (AshleyMorton@ctuir.org) <AshleyMorton@ctuir.org>; Umatilla Indian Nation <EricQuaempts@ctuir.org>; KEPR TV <newsroom@keprtv.com>; news@kndu.com; kvewnews@kvewtv.com; KOLU FM <kolu@kolu.com>; KVEW (gmnorthwest@kvewtv.com) <gmnorthwest@kvewtv.com>; editor@recordbulletin.com; news@tri-cityherald.com; news@yakimaherald.com; KEPR TV <newsroom@keprtv.com>; news@kndu.com; kvewnews@kvewtv.com; KOLU FM <kolu@kolu.com>; KVEW (gmnorthwest@kvewtv.com) <gmnorthwest@kvewtv.com>; editor@recordbulletin.com; news@tri-cityherald.com; news@yakimaherald.com; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Daniel Gonzalez <Daniel.Gonzalez@co.benton.wa.us>; Gary Tiplady <Gary.Tiplady@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Veronica Vogt <Veronica.Vogt@co.benton.wa.us>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>; Charles Damron <cdamron@westbentonfirerescue.org>; Sunnyside Valley Irrigation Dist. - Diane Weber <weberd@svid.org>; Sunnyside Valley Irrigation District - Brandon Walker (walkerb@svid.org) <walkerb@svid.org>
Subject: RE: Notice of Application for EA 2022-051

The Benton County Planning Department has prepared the attached NOA in accordance with the State Environmental Policy Act regulation. This NOA is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the environmental impacts of this action. The documents related to this application can be found on the Dept. of Ecology SEPA Portal at: SEPA record number 202300381, "Blair Loop Subdivision"

We appreciate your review of the proposal and return of comments no later than February 15, 2023. This proposal will not be acted upon before that time.

Donna Hutchinson
Office Assistant II
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Prosser: We are located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.
Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

From: Tina Glines <glinest@bentonpud.org>
Sent: Monday, February 6, 2023 8:37 AM
To: Planning Department <Planning.Department@co.benton.wa.us>
Subject: [EXTERNAL] RE: [E] Agency Review for SUB 2022-004 Blair Loop

PCM 1.18

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.

These parcels are not served by Benton PUD.

Thank you,

Tina Glines
Distribution Design Technician
(509) 582-1241

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, February 3, 2023 3:42 PM
To: Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Daniel Gonzalez <Daniel.Gonzalez@co.benton.wa.us>; Gary Tiplady <Gary.Tiplady@co.benton.wa.us>; Brian Bell <Brian.Bell@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Veronica Vogt <Veronica.Vogt@co.benton.wa.us>; Burlington Northern Sante Fe Railroad <carrie.thompson@BNSF.com>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; cdamron@westbentonfirerescue.org; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; Sunnyside Valley Irrigation Dist. - Diane Weber <weberd@svid.org>; Rigo Diosdado <diosdador@svid.org>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Kim Lettrick <k.lettrick@bces.wa.gov>; Dept. of Fish and Wildlife- Review <R3planning@dfw.wa.gov>; ASSESSOR <Assessor@co.benton.wa.us>; PARKS <PARKS@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Natural Resources Conservation Service (Kenton.Rod@wa.usda.gov) <Kenton.Rod@wa.usda.gov>; Madison Murphy <Madison.Murphy@co.benton.wa.us>; Chad Brooks <brooksc@bentonpud.org>; Shanna Everson <eversons@bentonpud.org>; Tina Glines <glinest@bentonpud.org>; Nancy Lang <langn@bentonpud.org>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation - McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: [E] Agency Review for SUB 2022-004 Blair Loop

[EXTERNAL EMAIL]

Please see the attached information for agency review and comment on the preliminary plat of Blair Loop SUB 2022-004. If you have any questions please contact our office at this email address or call 509-786-5612.

Donna Hutchinson
Office Assistant II
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Prosser: We are located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.
Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Donna Hutchinson

From: Matt Mahoney
Sent: Thursday, February 9, 2023 5:08 PM
To: Cristina Woods; Michelle Cooke
Cc: Planning Department
Subject: RE: [EXTERNAL] RE: Notice of Application for EA 2022-051

All:

The information stated below and originally provided to the applicant is accurate and meets the load rating for the FAST Act's emergency vehicles.

An emergency vehicle as defined in the FAST Act is designed to be used under emergency conditions to transport personnel and equipment to support the suppression of fires and mitigation of other hazardous situations (23 U.S.C. 127(r)(2)). The gross vehicle weight limit for emergency vehicles is 86,000 pounds under section 127(r). The statute imposes the following additional limits, depending upon vehicle configuration:

- 24,000 pounds on a single steering axle
- 33,500 pounds on a single drive axle
- 62,000 pounds on a tandem axle
- 52,000 pounds on a tandem rear drive steer axle

Emergency vehicles are typically operated by fire departments and are primarily equipped for firefighting, but are also used to respond to and mitigate other hazardous situations in an emergency. These vehicles may not meet Federal Bridge Formula B. They can create higher load effects compared to the AASHTO legal loads (i.e., Types 3, 3S2, 3-3, and SU4 to SU7) which are currently included in the AASHTO Manual for Bridge Evaluation (MBE). The Federal Highway Administration (FHWA) has determined that, for the purpose of load rating, two emergency vehicle configurations produce load effects in typical bridges that envelop the effects resulting from the family of typical emergency vehicles that is covered by the FAST Act:

1. Type EV2 - for single rear axle emergency vehicles

   Front Single Axle: 24,000 pounds
   Rear Single Axle: 33,500 pounds
   Wheelbase: 15 ft.

2. Type EV3 – for tandem rear axle emergency vehicles

   Front Single Axle: 24,000 pounds
   Rear Tandem Axle: 62,000 pounds (two 31,000 pound axles spaced at 4 ft.)
   Wheelbase: 17 ft. (distance from front axle to the centerline of rear tandem axle)

Load ratings (or rating factors) should be determined for these emergency vehicle configurations i.e., Types EV2 and EV3, at the operating or legal load rating level in accordance with the methods specified in the AASHTO MBE, First Edition with two exceptions:

1. Multiple presence: If necessary, when combined with other unrestricted legal loads for rating purposes, the emergency vehicle needs only to be considered in a single lane of one direction of a bridge.

2. Live load factor: A live load factor of 1.3 may be utilized in the Load and Resistance Factor Rating (LRFR) or Load Factor Rating (LFR) method.

I know I may have provided more information than is necessary, but I want to illustrate to the Fire Chief what our requirements were so that he can provide any other requirements we should consider.

Please let us know if you need any further.

Thank you,

MATT MAHONEY
Public Works Manager
Benton County Public Works
102206 Wiser Parkway
Kennewick, WA 99338
(509) 786-5611
matt.mahoney@co.benton.wa.us

From: Cristina Woods <Cristina.Woods@co.benton.wa.us>
Sent: Thursday, February 9, 2023 8:27 AM
To: Michelle Cooke <Michelle.Cooke@co.benton.wa.us>
Cc: Matt Mahoney <Matt.Mahoney@co.benton.wa.us>; Planning Department <Planning.Department@co.benton.wa.us>
Subject: RE: [EXTERNAL] RE: Notice of Application for EA 2022-051

Michelle

I have been out of the loop on this one so I will let Matt fill in the blanks if I missed something.

From what I could find that has not been determined/calculated yet. They have to provide us with load rating calculations meeting the requirements of the Federal Highway Administration when they submit the bridge design. The bridge load rating shall include Inventory and Operating Load Ratings for AASHTO 1,2,3, NRL, EV2, EV3, OL-1, OL-2. NBI Ratings Inventory and Operating. SHV Ratings SU4, SU5, SU6, SU7.

The above should address the concerns of the Fire Chief, but Matt can correct me if I am wrong.

Thanks

Cristina Woods, MS • *Engineering Associate III*
Benton County Public Works
102206 Wiser Parkway , Kennewick WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

PCM 1.20

State of Washington
Department of Fish and Wildlife
Habitat Program
2620 North Commercial Avenue, Pasco, WA 99301
Phone: (509) 312-8117, E-mail: Troy.Maikis@dfw.wa.gov

February 10, 2023

Michelle Cooke
Planning Manager
Benton County Community Development Department - Planning Division
102206 E Wiser Parkway
Kennewick, WA 99338

RE: Preliminary Plat of Blair Loop SUB 2022-004

WDFW has completed a desktop review of the proposed Blair Loop Preliminary Plat Review SUB 2022-004/EA 2022-051. Based upon the written description and maps found in the Premliminary Plat Review sheet, it appears that the location is actually Section 22 and Section 27, Township 9 North, Range 25 East and not Section 22 and Section 27, Township 8 North, Range 25 East. The following comments are based on a review of Township 9 North, Range 25 East.

After a desktop review, aerial imagery shows that Parcel 127951000002000 appears to have experienced significant disturbance in recent years, causing a removal of significant shrub and tree cover. Maintaining or improving the existing shrub cover on the area is important for wildlife and continued removal may have a detrimental impact on wildlife use.

The primary concern that WDFW has identified in this area is potential impacts to the shoreline of the Yakima River. From aerial photographs, it appears that the site contains a riparian zone along the west bank of the river. This vegetation is habitat for wildlife and provides shade for the Yakima River. The vegetation south of the railroad tracks appears to have been reduced in recent years by what appears to have been a small fire. This portion of the Yakima River contains multiple priority species and their associated habitats and as such required to be protected under Benton County Shoreline Master Program Policy Chapter H and Benton County Shoreline Master Program Regulations Section 15.06.030 and 15.06.070.

WDFW would like to ensure that the riparian area remains intact at the conclusion of any subdivision and subsequent development of this area. Within Parcel 127951000002000, this riparian area ranges from approximately 75 feet to approximately 150 feet from the ordinary high water line. Benton County Shoreline Master Program Regulations Section 15.06.030, Table 06.030 – 2 states that "new and expanded uses in shoreline jurisdiction shall be located to avoid and minimize intrusion into riparian areas, as well as avoid tree and shrub removal." In light of the riparian habitat present and need for the protection thereof, **WDFW proposes a minimum 150 foot buffer + 25 foot setback for any development within current Parcel 127951000002000**.

WDFW also notes a potential watercourse bisecting Parcel 127951000002000. Such a watercourse may be subject to critical areas codes. WDFW would be happy to coordinate on a site visit to determine if the area meets the definitions of waters of the state.

Thank you for the opportunity to comment on the proposed Blair Loop Preliminary Plat Review. If you have any questions or would like to speak further about the recommendations presented in this letter, please contact Troy Maikis at 509-312-8117 or Troy.Maikis@dfw.wa.gov.

Sincerely,

Troy Maikis
Area Habitat Biologist; Benton and Franklin Counties
Washington Department of Fish & Wildlife
2620 Commercial Ave
Pasco, WA 99301
(509) 312-8117

cc: Perry Harvester, WDFW Regional Habitat Program Manager, Region 3, Yakima
Elizabeth Torrey, WDFW Assistant Habitat Program Manager, Region 3, Ellensburg

BENTON COUNTY WA

PUBLIC WORKS DEPARTMENT

TO: PLANNING DEPARTMENT

FROM: CRISTINA WOODS

DATE:02/14/2023

SUBJECT: PRELIMINARY PLAT – SUB 2022-004 (BLAIR LOOP)

Please add the following as conditions of final approval for the above reference plat:

1. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington

2. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer

3. All roads within this plat shall follow standard R-2 with the addition of a minimum 1-foot gravel shoulder. Roadways shall be designed for a minimum 35 mile per hour design speed

4. The pavement return radius at all intersections shall be a minimum of 35 feet

5. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County

6. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accounting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency

7. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans

8. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement

9. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington

10. Per special conditions of road approach permit 2020-280 the approach on the NE corner of lot 3 on this plat shall be removed and a new paved approach connecting to the new proposed road shall be constructed as part of this subdivision.

11. Dedicate 60' of right of way to Benton County for road purposes.

12. Remove the 60' radius temporary turn around on lot 6.

13. The proposed road shall be paved in its entirety.

14. The temporary turn-around at the end of the proposed road shall be paved.

15. Previous comments sent to the developer with plan requirements for road and bridge construction remain in effect.

16. After final approval of the road construction, one full size Mylar of the record drawings shall be provided to Public Works.

Add the following notes to the face of the final plat

1. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access

2. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way

3. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations

4. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner

5. Lots 1 and 3 shall not have direct access to Old Inland Empire Highway

6. The temporary turn-around shall remain in effect until such time "Proposed Road" is extended

Allyson Brooks Ph.D., Director
State Historic Preservation Officer

February 15, 2023

Michelle Cooke
Planning Manager
Benton County
620 Market St, 1st Floor
Prosser, WA 99350

In future correspondence please refer to:
Project Tracking Code: 2023-02-01045
Property: Benton County_Blair Loop Subdivision (EA 2023-001)
Re: Survey Requested

Dear Michelle Cooke:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance Washington State law. Should additional information become available, our assessment may be revised.

Our statewide predictive model indicates that there is a high probability of encountering cultural resources within the proposed project area. This is due, in part, to the proximity of the proposed project area to the Yakima River, a resource known to have been important to both Native Americans and settlers in the past. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted and a report be produced prior to ground disturbing activities. This report should meet DAHP's Standards for Cultural Resource Reporting.

We also recommend that any historic buildings or structures (45 years in age or older) located within the project area are evaluated for eligibility for listing in the National Register of Historic Places on Historic Property Inventory (HPI) forms. We highly encourage the SEPA lead agency to ensure that these evaluations are written by a cultural resource professional meeting the SOI Professional Qualification Standards in Architectural History.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

Thank you for the opportunity to comment on this project. Please ensure that the DAHP Project Tracking Number is shared with any hired cultural resource consultants and is attached to any

communications or submitted reports. Please also ensure that any reports, site forms, and/or historic property inventory (HPI) forms are uploaded to WISAARD by the consultant(s).

Should you have any questions, please feel free to contact me.

Sincerely,

Sydney Hanson
Local Government Archaeologist
(360) 280-7563
Sydney.Hanson@dahp.wa.gov

United States Department of the Interior

BUREAU OF RECLAMATION
Yakima Field Office
1917 Marsh Road
Yakima, WA 98901-2058

IN REPLY REFER TO:

RECEIVED
FEB 22 2023
Benton County
Planning Division

2.2.3.18
YAK-5140

Sent Via Email to: Michelle.cooke@co.benton.wa.us and
planning.department@co.benton.wa.us

Michelle Cooke
Benton County Planning Manager
PO Box 910
Prosser WA 99350

Re: **SUB 2022-004 and EA 2022-051** Application for Preliminary Plat of Blair Loop Dated February 3, 2023, and Notice of Application Dated January 10, 2023 /SEPA Checklist
Jerrod Sessler, 84009 W OIE Hwy, Prosser WA 99350
Parcel ID Numbers 55747 and 55745 in the Northwest Quarter of the Northeast Quarter of Section 27, Township 9 North, Range 25 East, Willamette Meridian, U.S. Bureau of Reclamation Yakima Project, Benton County, State of Washington,

Dear Ms. Cooke:

Regarding your request for comments on the Preliminary Plat Review and Notice of Application/SEPA Checklist referenced above, it should be noted that this bridge plan, its location, and associated improvement plans have not yet been provided to, nor approved by this agency. **This plat must not be approved or finalized until the detailed bridge plans approved by Benton County have been provided to the Bureau of Reclamation (Reclamation) Yakima Field Office and the Reclamation required engineering review, the National Environmental Policy Act review, and National Historic Preservation Act review are complete and all changes or actions required in those reviews have been completed and Reclamation approved.**

Other items of concern that have not yet been determined include but are not limited to:

- Water shed management (to include oils and runoff from entering canal)
- Urban encroachment (resulting in water seepage issues)

- Trespassing on USBR property and risk of entering canal (fences need to be designed and installed in compliance with policy)
- Canal Operations and Maintenance road access for Reclamation and preventing unauthorized access.

Upon receipt of the Benton County approved final plans on the proposed bridge to the Reclamation Yakima Field Office, Reclamation's engineering and policy review can begin along with the necessary National Environmental Policy Act and National Historic Preservation Act reviews.

Sincerely,

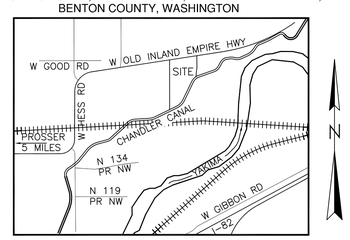
CHAD STUART Digitally signed by CHAD STUART
Date: 2023.02.21 14:31:59 -08'00'

Chad Stuart
Yakima Field Office Manager

Cc: Kennewick Irrigation District

PRELIMINARY PLAT OF BLAIR LOOP DEV

PREPARED FOR
RQ BRADLEY, LLC
PORTIONS OF THE SE1/4 SECTION 22 & NE1/4, SECTION 27,
TOWNSHIP 9 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN,
BENTON COUNTY, WASHINGTON



VICINITY MAP
NTS

DESCRIPTIONS

PARCEL A
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 25 EAST W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DEFINED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, AND THAT PORTION OF GOVERNMENT LOT 1 IN SAID SECTION 22, LYING SOUTHERLY OF OLD INLAND EMPIRE HIGHWAY AND WESTERLY OF LINE BEARING SOUTH 45° EAST FROM POINT OF INTERSECTION OF WEST LINE OF SAID GOVERNMENT LOT 1 AND SOUTHERLY RIGHT OF WAY LINE OF OREGON–WASHINGTON RAILROAD AND NAVIGATION COMPANY RAILROAD.

EXCEPT THAT PORTION OF SAID SECTION 22 LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND GOVERNMENT LOT 2 IN SECTION 27, TOWNSHIP 9 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 1 IN SECTION 22, TOWNSHIP 9 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1, SECTION 22, TOWNSHIP 9 NORTH, RANGE 25 EAST, W.M., THENCE NORTH 00°33'32" EAST ALONG THE WEST LINE THEREOF 189.52 FEET TO A POINT ON INTERSECTION WITH THE SOUTHERLY LINE OF THE OREGON–WASHINGTON RAILWAY AND NAVIGATION COMPANY RIGHT OF WAY; THENCE SOUTH 44°26'28" EAST 12.24 FEET TO THE SOUTHERLY MARGIN OF THE OLD INLAND EMPIRE HIGHWAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 44°26'28" EAST 183.76 FEET TO THE NORTHERLY LINE OF THE CHANDLER CANAL RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY THROUGH A CURVE TO THE LEFT, 101.58 FEET THROUGH A CENTRAL ANGLE OF 23°11'19" AND A RADIUS OF 251.00 FEET; THENCE SOUTH 60°17'10" EAST RADIAL TO SAID CURVE 5.00 FEET; THENCE SOUTH 29°42'50" WEST 159.15 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT 122.80 FEET THROUGH A CENTRAL ANGLE OF 40°23'30" AND A RADIUS OF 174.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 70°06'20" WEST 484.12 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT, 59.00 FEET THROUGH A CENTRAL ANGLE OF 9°53'58" AND A RADIUS OF 341.50 FEET; THENCE NORTH 7°18'37" EAST 322.67 FEET; THENCE NORTH 00°06'15" WEST 213.70 FEET TO THE SOUTHERLY MARGIN OF SAID OLD INLAND EMPIRE HIGHWAY; THENCE NORTH 82°07'36" EAST ALONG SAID MARGIN 438.05 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT 140.18 FEET THROUGH A CENTRAL ANGLE OF 1°23'41" AND A RADIUS OF 5,758.84 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPT ANY PORTION LYING WITHIN PARCEL DEEDED TO BENTON COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 413945.

PARCEL B
THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 25 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON LYING WEST OF YAKIMA RIVER AND NORTH OF N.P. RAILWAY RIGHT OF WAY, LESS THE WEST 12 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER FOR ROAD RIGHT OF WAY AND EXCEPT THE WEST 12 FEET OF THE NORTH 16.5 FEET OF LOT 3, LESS PROSSER IRRIGATION DISTRICT CANAL, EXCEPT ANY PORTION THEREOF LYING SOUTH OF CANAL, AND EXCEPT THAT PORTION OF SECTION 27 LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND GOVERNMENT LOT 2 IN SECTION 27, TOWNSHIP 9 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 1 IN SECTION 22, TOWNSHIP 9 NORTH, RANGE 25 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 1, SECTION 22, TOWNSHIP 9 NORTH, RANGE 25 EAST, W.M., THENCE NORTH 00°33'32" EAST ALONG THE WEST LINE THEREOF 189.52 FEET TO A POINT ON INTERSECTION WITH THE SOUTHERLY LINE OF THE OREGON–WASHINGTON RAILWAY AND NAVIGATION COMPANY RIGHT OF WAY; THENCE SOUTH 44°26'28" EAST 12.24 FEET TO THE SOUTHERLY MARGIN OF THE OLD INLAND EMPIRE HIGHWAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 44°26'28" EAST 183.76 FEET TO THE NORTHERLY LINE OF THE CHANDLER CANAL RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY THROUGH A CURVE TO THE LEFT, 101.58 FEET THROUGH A CENTRAL ANGLE OF 23°11'19" AND A RADIUS OF 251.00 FEET; THENCE SOUTH 60°17'10" EAST RADIAL TO SAID CURVE 5.00 FEET; THENCE SOUTH 29°42'50" WEST 159.15 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT 122.80 FEET THROUGH A CENTRAL ANGLE OF 40°23'30" AND A RADIUS OF 174.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 70°06'20" WEST 484.12 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT, 59.00 FEET THROUGH A CENTRAL ANGLE OF 9°53'58"
AND A RADIUS OF 341.50 FEET; THENCE NORTH 7°18'37" EAST 322.67 FEET; THENCE NORTH 00°06'15" WEST 213.70 FEET TO THE SOUTHERLY MARGIN OF SAID OLD INLAND EMPIRE HIGHWAY; THENCE NORTH 82°07'36" EAST ALONG SAID MARGIN 438.05 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE LEFT 140.18 FEET THROUGH A CENTRAL ANGLE OF 1°23'41" AND A RADIUS OF 5,758.84 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER LYING SOUTH OF THE KID CANAL;
TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 2 LYING SOUTH OF THE KID CANAL;
AND TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3 LYING NORTH OF THE NORTHERN PACIFIC RAILROAD RIGHT–OF–WAY AND LYING SOUTH OF THE KID CANAL;
EXCEPT CANAL RIGHT OF WAY;
ALL IN SECTION 27, TOWNSHIP 9 NORTH, RANGE 25 EAST, WM, BENTON COUNTY, WASHINGTON;
AND EXCEPT ROADS.

LAND USE SUMMARY

GROSS ACREAGE: 64.7 ACRES
NET LOT ACREAGE: 61.2 ACRES
TOTAL NUMBER OF LOTS: 11
AVERAGE LOT SIZE: 5.5 ACRES
MINIMUM LOT SIZE: 5.0 ACRES
PRESENT ZONING: RL–5
TYPE OF WATER SERVICE: PRIVATE WELL
TYPE OF SEWERAGE: PRIVATE SEPTIC
AREA OF PUBLIC ROADS: 3.5 ACRES
EXISTING USE: AG/VACANT
PROPOSED USE: RESIDENTIAL

SURVEYOR'S CERTIFICATION

I, ASHLEY D. GARZA , A LAND SURVEYOR REGISTERED IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN HEREON.

ASHLEY D. GARZA — DATE
CERTIFICATE NO. 54534

ASHLEY D. GARZA — STATE OF WASHINGTON — 54534 — REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEYOR'S NOTES

1. DATE OF SURVEY/MONUMENTS VISITED: MAY 2018.
2. BASIS OF BEARING: NAD83(91) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. UNITS OF MEASURE: US SURVEY FEET GRID DISTANCES. MULTIPLY GRID DISTANCES BY A COMBINED SCALE FACTOR OF 1.000098314 TO ACHIEVE GROUND DISTANCES. DESCRIPTION DISTANCES, REFERENCE SURVEY DISTANCES AND LOT AREA ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.999901695 TO ACHIEVE SURVEYED GRID DISTANCES.
4. EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332–130–090.
5. VERTICAL DATUM: NAVD88.
6. CONTOUR INTERVAL: 2 FEET.
7. (R1) RECORD OF SURVEY, VOLUME 1 OF SURVEYS, PAGE 357, RECORDS OF BENTON COUNTY, WASHINGTON.

SURVEYOR'S NOTES

8. (R2) RECORD OF SURVEY, VOLUME 1 OF SURVEYS, PAGE 4105, RECORDS OF BENTON COUNTY, WASHINGTON.
9. (R3) USBR YAKIMA PROJECT CHANDLER CANAL RIGHT–OF–WAY MAP REVISED MARCH 1, 1954.
10. FOUND 3" BRASS CAP IN MONUMENT CASE
11. FOUND 1" IRON PIPE UNLESS NOTED OTHERWISE
12. ○ CALCULATED POINT, NOT FOUND OR SET
13. POWER POLE
16. PHONE RISER/JUNCTION BOX
17. IRRIGATION VALVE VAULT
18. ———X——— FENCE
19. ——— OP ——— OVERHEAD POWER LINE
20. RAILROAD
21. GRAVEL
22. DIRT ROAD

GRAPHIC SCALE
0 50' 100' 200'
1 INCH = 100' FT.

Line Table			Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	9.44	N01°45'52"W	L6	57.04	N12°31'21"W	L11	46.85	N24°06'41"W	L16	123.76	N14°44'10"E
L2	106.25	N18°58'33"E	L7	34.43	N02°48'26"E	L12	118.73	N06°16'32"E	L17	83.30	N30°15'41"E
L3	173.25	N07°54'09"E	L8	29.43	N42°28'22"E	L13	40.07	N09°27'26"W	L18	205.19	S23°35'56"W
L4	98.50	N10°53'46"E	L9	71.51	N20°47'11"E	L14	117.09	N03°56'00"E	L19	246.44	S48°21'01"W
L5	175.23	N01°09'07"E	L10	39.40	N00°08'05"E	L15	77.79	N00°47'06"E			

PERMIT SURVEYING INC
2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

RQ BRADLEY LLC
84009 W OLD INLAND EMPIRE HWY
BENTON COUNTY, WA
P: 206.763.6800

PROJECT NO. 18007
DRAWN BY: JLS/ADG
CHECKED BY: CCA
SCALE: 1" = 100'
REVISION 0
SHEET 1 OF 1
PP1

Community Development
Building Division
102206 E. Wiser Parkway
Kennewick, WA 99338

Fire Marshal
Gary Tiplady
(509) 735-3500
Gary.Tiplady@co.benton.wa.us

Fire Marshal Comments:

PCM 1.25

Regarding SUB 2022-004 Blair Loop Subdivision:

All driveways that service single family dwellings in this subdivision shall comply with BCC 3.18.045. A packet of information is attached that references all applicable codes for private driveways.

For this subdivision to be exempt from the installation of fire hydrants for fire flow, all dwellings and accessory structures shall comply with BCC 3.18.025:

3.18.025 GENERAL EXEMPTIONS. The following are exempt from BCC 3.18.030, BCC 3.18.035, BCC 3.18.036, BCC 3.18.037, BCC 3.18.038, BCC 3.18.039, BCC 3.18.040, BCC 3.18.041, and BCC 3.18.042.

(a) Low Density Exemption - Divisions of land which satisfy all the following requirements:

(1) Each lot created is at least one (1) gross acre or more in area; and

(2) The minimum permitted setback distance for all structures, from all lot lines, is twenty-five (25) feet unless greater distances are required by other county regulations (i.e., zoning, building, etc.); and

(3) The use of each lot created is limited by county regulations or plat covenant to a single family dwelling, duplex or other use which is not multi-family, commercial or industrial.

If you have questions on these requirements, please, feel free to contact the County Fire Marshal at (509) 735-3500. Ext 2411.

Re: SUB 2022-004

Gary Tiplady
Benton County Fire Marshal

Community Development
Building Division
102206 E. Wiser Parkway
Kennewick, WA 99338

Fire Marshal
Gary Tiplady
(509) 735-3500
Gary.Tiplady@co.benton.wa.us

BCC 3.18.045
"**Minimum** Driveway and Private **Road Requirements"**

Procedure: Upon the Benton County Fire Marshal's office receiving a submittal from the Benton County Planning Department for a Sub-Division or the Benton County Building Department, for a new Residential Structure a review will be conducted to determine if the proposed Private Road or Driveway will meet the county requirements of BCC 3.18.045.

Benton County Code 3.18.045 MINIMUM ROAD REQUIREMENTS. ("Private Road" means a road, driveway, or any form of access easement more than one-hundred and fifty feet (150') in length that is not dedicated to and maintained by Benton County.)

(a) Except as otherwise provided in this chapter, the minimum acceptable improved surface for a private road shall be twenty feet in width that is graded and with two inches of compacted recycled concrete asphalt or two inches of base course crushed surfacing in accordance with the specifications set forth in Standard Specifications for Road, Bridges and Municipal Construction published by the Washington State Department of Transportation, as now in effect or hereafter amended.

(b) The minimum improved surface of a private road may be twelve feet in width surfaced with the materials set forth in subsection (a) above, but only if the private road serves six or fewer dwelling units (a duplex constitutes two dwelling units) and turnouts ten feet wide and thirty feet in length, surfaced in the same manner as the remainder of the private road, are placed every three hundred feet from a public road.

(c) If a private road has any curves or turns, the required improved width of any such private road shall be as determined and set forth in writing by the Fire Marshal to a width deemed necessary to allow the appropriate firefighting equipment to safely navigate such curves or turns. If no such written determination is requested of and made by the Fire Marshal, then a private road with curves or turns must be improved to a width of twenty feet in accordance with the standards set forth in subsection (a) above.

(d) All private roads must terminate in a turnaround that shall not require more than one backing up motion for a fire truck of at least thirty-seven feet in length from bumper to bumper to completely turn around.

All private roads must terminate in a turnaround that shall not require more than one backing up motion for a fire truck of at least thirty-seven feet in length from bumper to bumper to completely turn around.

(e) All private roads shall be constructed to applicable standards set forth above and all conditions of approval of an encroachment permit shall be satisfied prior to any certificate of occupancy being issued for that parcel.

(f) Bridges and Culverts. All private roads over any drainage, river, creek, etc. shall be traversed by a private bridge or culvert capable of supporting at least sixty thousand (60,000) pounds or such higher weight as deemed necessary and designated in writing by the Fire Marshal. Private bridges over twenty (20) feet long are not allowed. Private bridges and culverts shall be designed to handle a 25-year storm event; provided, if located in an area designated as a 100-year flood plain, then the design must meet the 100-year flood event. A letter stating that the private bridge or culvert design meets the requirements of this section must be submitted by a licensed Washington State Civil Engineer prior to construction and, for private bridges, every two (2) years thereafter.

(g) Access - Gradients.

(1) For all developments accessed by private road, access shall be by at least one private road with a maximum gradient of twelve (12) percent or less; provided, such maximum gradient may be exceeded under either of the following circumstances:

(i) A maximum gradient of no more than fifteen (15) percent shall be permissible if the private road is surfaced with two (2) inches or more of asphalt or concrete; or

(ii) Subject to the written approval of the Fire Marshal, a maximum gradient of fifteen (15) percent may be allowed for less than two hundred (200) feet if such gradient is followed by a gradient of zero (0) percent for a period of six hundred (600) feet and adequately satisfies the vertical curve alignment necessary for the appropriate firefighting equipment. This design may be repeated as needed.

(2) Notwithstanding subsection (1) above, the maximum gradient of a private road providing access to a dwelling unit shall not exceed twelve (12) percent at any point within two hundred (200) feet of an intersection of such private road with another private road or with a public road.

(3) If requested, as-built drawings of each completed private road shall be submitted. The as-built drawing shall bear the stamp of a Washington State Registered Civil Engineer.

Dead-**end fire apparatus access roads more than 150′ (feet) (45 720 mm) shall be** provided with width and turnaround provisions in accordance with Table D10**3.4."**
A 120-foot Hammerhead, a 60-**foot "Y"**, or 96-foot diameter cul-de-sac is required.
(Examples supplied on page five of this handout)

3.04.046 SPECIAL FIRE PROTECTION.

3.04.046 SPECIAL FIRE PROTECTION. Notwithstanding other provisions of the International Building Code and/or the International Residential Code, the following restrictions shall apply:

(a) Except as set forth below, the use of cedar shakes or shingles or materials with similar flame spread characteristics for roof construction is prohibited.

(1) Cedar shakes or shingles or materials with similar flame spread may be used for roof construction of dwelling units that:

(i) Are located in the Growth Management Act Agricultural District; and

(ii) Are setback a minimum of 150′ from all property lines and other dwelling units; and

(iii) No other dwelling unit on the parcel/lot may have a cedar roof as described in (a) above.

(2) Class A, B, or C rated cedar shakes or shingles may be used for additions to existing structures that have cedar shake or shingle roofs and for existing roof repairs on structures of any type that have cedar shakes or shingles, provided the new fire rated shakes or shingles will not comprise fifty (50) percent or more of the existing roof within a twelve (12) month period.

(b) Non-combustible siding and soffit material is required on the downhill side of structures within thirty (30) feet of a fifteen (15) percent or greater grade.

(c) All structures within thirty (30) feet of the property line shall have non-combustible siding, soffits, or skirting on the side adjacent to an undeveloped area of natural vegetation that is in excess of five (5) contiguous acres, provided, that this restriction shall not apply to interior lots of platted parcels and development phases whose streets are accessible, and the water system is operational.

3.04.048 GRADES FIFTEEN (15) PERCENT OR STEEPER.

When determined by the Fire Marshal, non-combustible siding/soffit/skirting shall be required on the downhill side(s) of the structure if within thirty (30) feet of fifteen (15) percent or greater grade. The grade will be determined by the predominant slope on the downhill side within a maximum of three hundred (300) feet.

Purpose: Provide for a uniform method for meeting the requirements of Benton County Code 3.18.045 Minimum Road Requirements.

Scope: This policy is applicable only to private roads as defined in Benton County Code 3.18.015. Private Road" means a road, driveway or any form of access easement in excess of one-hundred and fifty (150′) feet in length that is not dedicated to and maintained by Benton County."

Procedure: Upon the Benton County Fire Marshal's office receiving a submittal from the Benton County Planning Department or the Benton County Building Department, a review will be conducted to determine if the proposed private road meets the requirements of 3.18.045.

12-foot-Wide Private Roads

1. Road approval is required by the occupancy approval for a manufactured home, or by the final inspection for a site-built building.
2. Shall be permitted when serving six or less dwellings. A duplex count as two dwellings.
3. An approved turnaround is required when the private road length exceeds 150′ (feet).
4. Turnouts shall be every 300 feet, and the surface shall be the same as the private road.
5. Maximum grade for nonpaved surfaces is 12%. For paved surfaces, it is 15%.
6. Radius for turns, curves, or switchbacks must be approved prior to construction.
7. Stair stepping with approved vertical curves is permitted and may be repeated to the top.
8. Bridges and culverts must meet Benton County Code 3.18.045 (f). See Policy-Bridges/Culverts
9. Paved surfaces and compacted gravel surfaces shall be at least two inches thick.
    - Gravel surfaces shall meet the Base Course Standard
    - Professionals recommend gravel to be three inches thick.

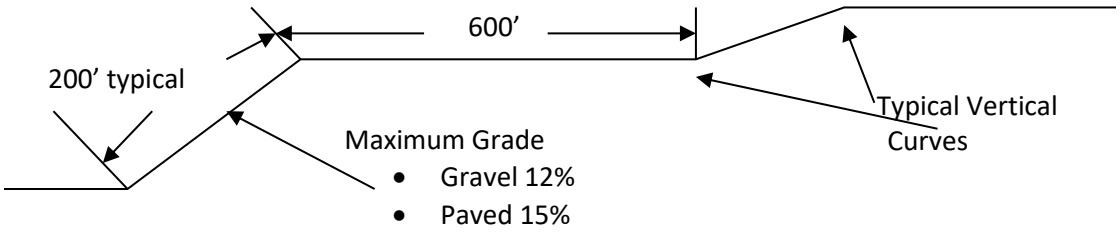
- At three inches, a cubic yard will cover 108 sq. ft. (12′ x 9′) At two inches, a cubic yard will cover 162 sq. ft. (12′ x 13.5′) A truck and trailer carries 21.5 cubic yards.

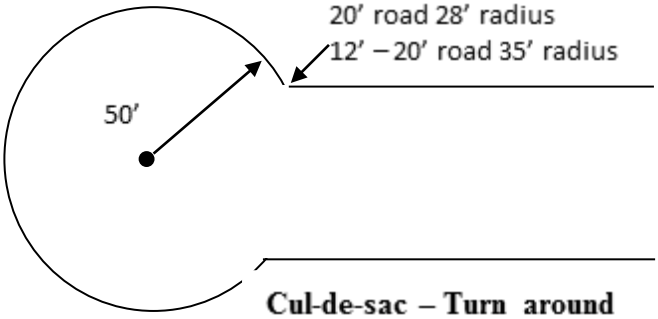
20-foot-Wide Private Roads

1. Road approval is required by the occupancy approval for a manufactured home, or by the final inspection for a site-built building.
2. An approved turnaround is required when the private road length exceeds 150′ (feet).
3. Maximum grade for nonpaved surfaces is 12%. For paved surfaces, it is 15%.
4. Radius for turns, curves, or switchbacks must be approved prior to construction
5. Stair stepping with approved vertical curves is permitted and may be permitted to the top.

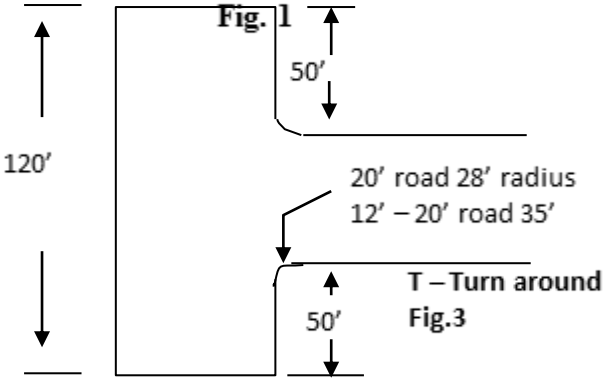
6. Bridges and culverts must meet Benton County Code 3.18.045 (f). See Policy-Bridges/Culverts
7. Paved surfaces and compacted gravel surfaces shall be at least two inches thick.
   - Gravel surfaces shall meet the Base Course Standard
   - Professionals recommend gravel to be three inches thick.
   - At three inches, a cubic yard will cover 108 sq. ft. (20′ x 5.4′) At two inches, a cubic yard will cover 162 sq. ft. (20′x 8′) A truck and trailer carry 21.5 cubic yards.

Stair Stepping

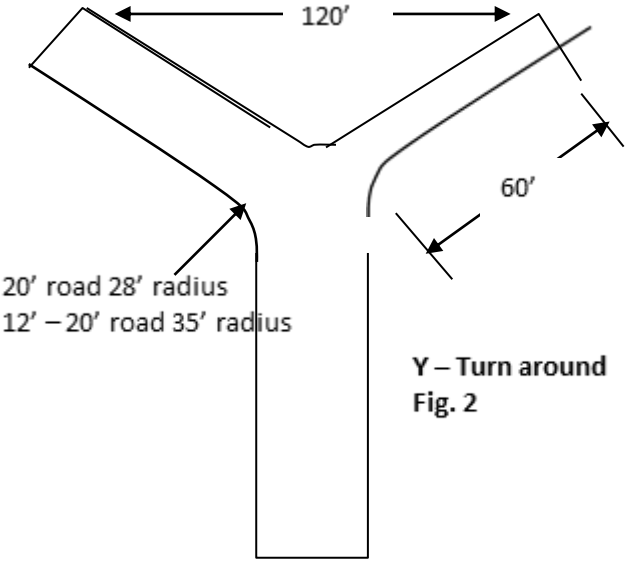




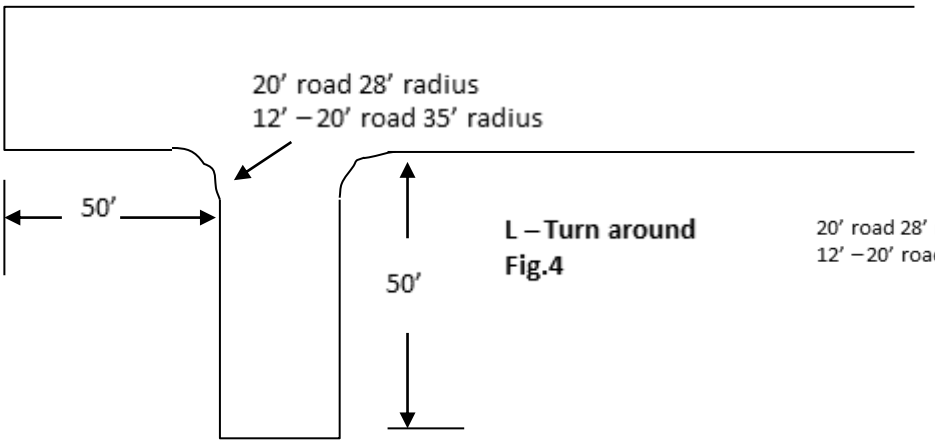
Cul-de-sac – Turn around
Fig. 1



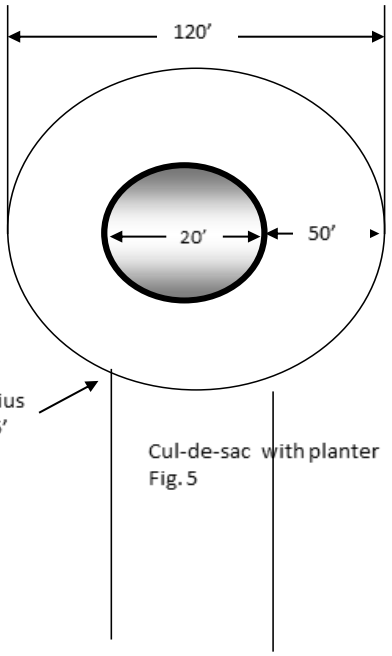
T – Turn around
Fig.3



Y – Turn around
Fig. 2

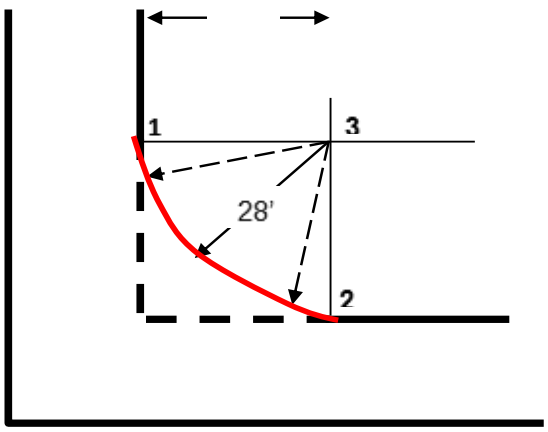


L – Turn around
Fig.4



Cul-de-sac with planter
Fig. 5

One of the problems that confront most of us, is how to construct a radius. Perhaps the following may be of assistance. From the corner, measure 28′ in both directions. From points 1 and 2, measure 28′. Drive a large nail into the ground (point 3) and hook a string.



Policy: Pullouts if your driveway exceeds 300 feet.

Purpose:
Provide for a uniform method for meeting the requirements of Benton County Code 3.18.045 (b) _

Scope:
This policy is applicable only to private roads as defined in Benton County Code 3.18.015 that are between 12 feet and 20 feet wide and whose length exceeds 300'. Private Road" means a road, driveway or any form of access easement in excess of one hundred and fifty (150') feet in length that is not dedicated to and maintained by Benton County."

Procedure:
Upon the Benton County Fire Marshal's office receiving a submittal from the Benton County Planning Department or the Benton County Building Department, a review will be conducted to determine if the proposed private road meets the requirements of 3.18.045 (b).

- The private road must comply with all sections of Benton County Code 3.18.045.
- The pullout shall be required every 300' (feet). Fig. 1
- Turnout surface shall be the same as the private road.
- Turnouts at a minimum shall be 10' x 30'.

Fig. 1

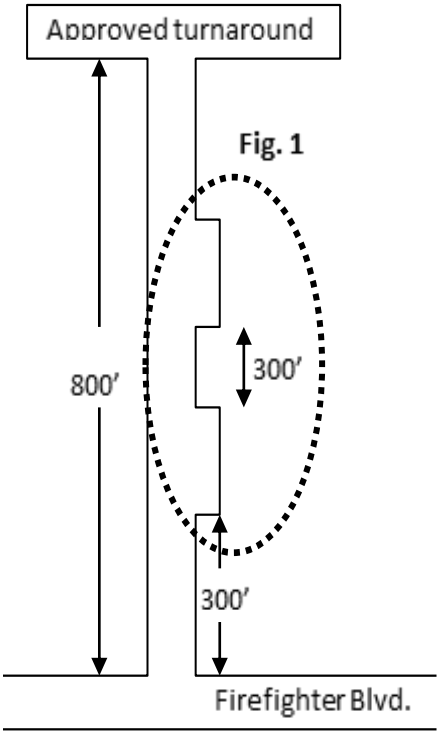
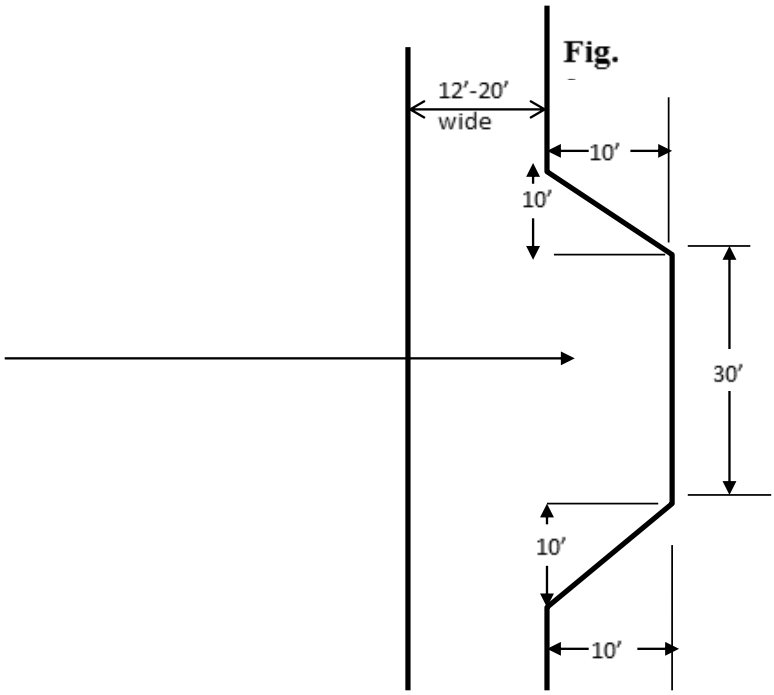


Fig. 2



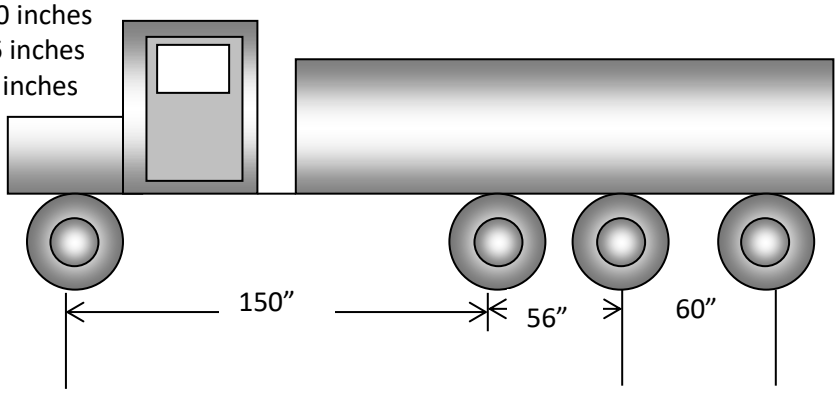
Policy: BRIDGE DESIGN for Private Roads and Driveways.

Purpose: Provide for a uniform method for the design and posting of private bridges.

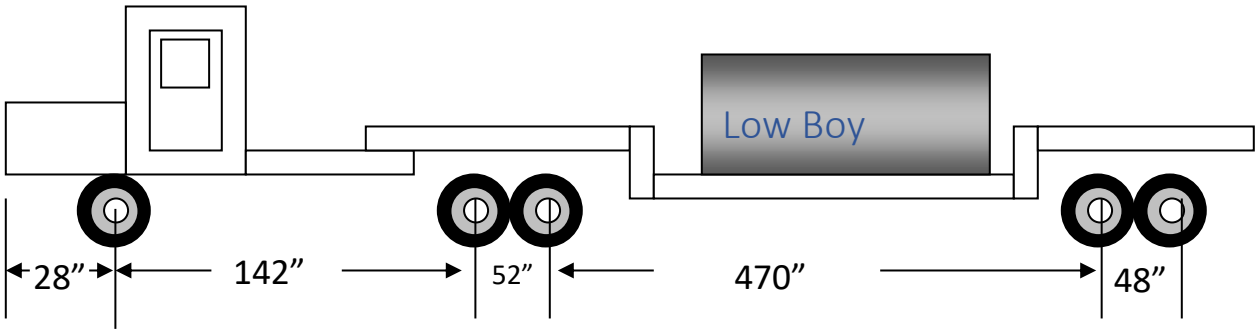
Scope: This policy is applicable to private roads, private driveways, lanes, drives, access easements and similar driving surfaces. Bridges shall be inspected every two years.

Procedure: A Washington State Registered Civil Engineer shall design the bridge to meet, at a minimum, the following requirements.

- Both ends of the bridge are required to have the capacity posted. The signs shall have a pictograph showing the two below types of fire vehicles with the bridge capacity, in lbs. below each pictograph. See sample sign on page two for minimum sign and letter sizes.
- Benton County Fire Marshal shall approve Private bridges width. The bridge shall be designed and built to accommodate **a minimum**, **of a 75**,000-pound truck, or a 75,000-pound low-boy with the following dimensions:
- 75,000-pound truck
    - First axle to second axle is 150 inches
    - Second axle to third axle is 56 inches
    - Third axle to fourth axle is 60 inches



- 60,000-pound low boy
    - First axle to second axle is 142 inches.
    - Second axle to third axle is 52 inches.
    - Third axle to fourth axle is 470 inches.
    - Fourth axle to fifth axle is 48 inches.



Policy: CULVERT CROSSING

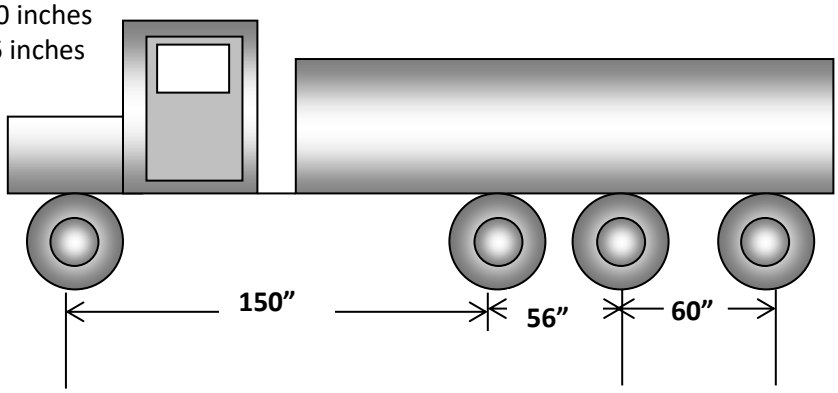
Purpose: Provide for a uniform method for the design of culvert crossings.

Scope: This policy is applicable to private roads, private driveways, lanes, drives, access easements and similar driving surfaces.

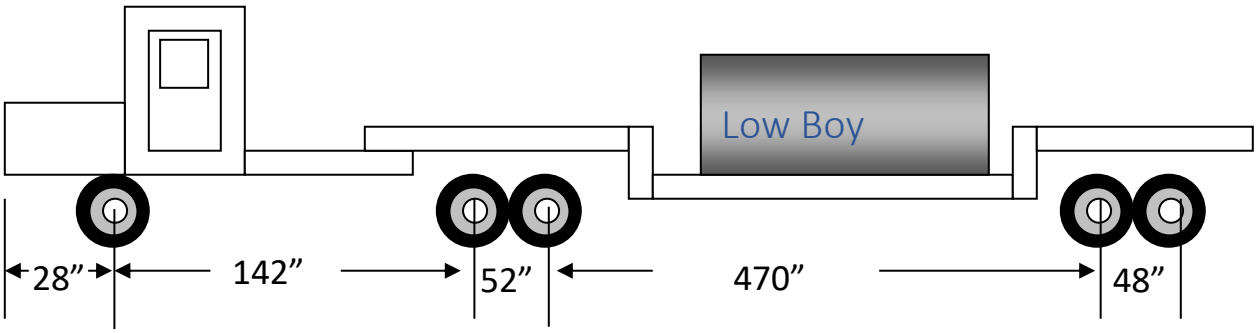
Procedure: A Washington State Registered Civil Engineer shall design the culvert to meet, at a minimum, the following requirements. Upon the Benton County Fire Marshal's office receiving a submittal from the Benton County Planning Department or the Benton County Building Department, a review will be conducted to determine if the proposed culvert meets the requirements of 3.18.045 (c).

- Benton County Code 3.18.045 (c) requires culverts to be designed to handle a 25-year storm and the imposed fire loads.
- Benton County Fire Marshal shall approve the design. The bridge shall be designed and built to accommodate, at **a minimum**, a 75,000-pound truck, or a 75,000-pound low-boy with the following dimensions:
- 75,000-pound truck
    - First axle to second axle is 150 inches
    - Second axle to third axle is 56 inches

Third axle to fourth axle is 60 inches



- 75,000-pound low boy
    - First axle to second axle is 142 inches.
    - Second axle to third axle is 52 inches.
    - Third axle to fourth axle is 470 inches.
    - Fourth axle to fifth axle is 48 inches.



Also, BCC 3.18.045 (i)

(i) Access Identification - Uniform Address Posts. Address locator posts shall be installed and maintained in accordance with the standards adopted by Benton County. (REQUIRED)
The owner of the property is responsible for maintaining and replacing address locator posts per the following requirements and standards:

(1) Address locator posts shall be perpendicular to the public right-of-way and shall be placed off the road so as not to hinder the movement of traffic and road maintenance vehicles.
(2) The posts shall be located adjacent to the private easement point of encroachment and/or driveway.
(3) If the address posts initially installed by the County are damaged, replacement of the address signs can be obtained from Benton County Planning/Building Department by submitting a fee as set by resolution of the Board of County Commissioners. In lieu of the fee, owners may provide their own signs.
(4) The posts must be at least four (4) and less than six (6) feet in height with reflective address numbers each at least four (4) inches in height on both sides.
(5) The address posts shall be flexible and shall not be hazardous to moving vehicles because of sign materials. Only posts approved by the County are allowed to be put on the public right of way.
(6) Address numbers shall be mounted on the structure in addition to the address locator posts. The address shall be placed on the side of the structure that faces the road. It should be placed near a doorway: if no doorway exists on the side of the structure facing the right-of-way, the numbers shall be placed four to six (4 - 6) feet above ground level. The numbers shall be a minimum of four (4) inches in height and shall contrast with their background.

If you have questions on these requirements, please, feel free to contact the County Fire Marshal at (509) 735-3500. Ext 2411.

Gary Tiplady
Benton County Fire Marshal

Donna Hutchinson

From: Ashley Morton <AshleyMorton@ctuir.org>
Sent: Friday, June 30, 2023 3:45 PM
To: Planning Department; Hanson, Sydney (DAHP); Greg Wendt; Bovee, Marit Liv N
Subject: RE: [EXTERNAL] DAHP Requirement Fulfilled

Good afternoon Michelle,
The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Cultural Resources Protection Program (CRPP) have reviewed the cultural resources survey report. Redacted Per RCW 42.56.300(1) We have the following concerns with the Cultural Resources Survey Report:

While we support archaeological monitoring given the significance of the area and the potential for cultural resources to be encountered, we find the survey inadequate for the project needs. Testing only focused on the footprint of proposed residential homes to be constructed and does not take into account other ground disturbing activities such as utilities, the construction of roads, and other infrastructure associated with building residences. Additionally testing did not take into account the excavation of the proposed bridge crossing to the NRHP-eligible Chandler Power Canal. Moreover, the average depth shovel probes terminated was 33 cm below surface which does hardly extends much into project depths. We understand this is largely to do with heavily cobbled sediments or compact soil however given the proposed ground disturbance, additional testing should be conducted in the areas where other ground disturbance and infrastructure will be placed to identify if archaeological deposits will be encountered. Often, when these deposits are exposed during construction monitoring it is too late to avoid impacts.

In fact, the authors state in their conclusions and recommendations additional sampling will be needed to Redacted Per RCW 42.56.300(1) Redacted Per RCW 42.56.300(1) Yet do not make a further recommendation that additional sampling is needed. It would be helpful to know why the authors chose to not recommend additional sampling.

We also wish to point out that despite referring to published materials by the CTUIR, the authors have ignored the project area as being within the CTUIR's ceded territory. *Tamalúuk* is noted in the CTUIR treaty. This needs to be addressed in the report.

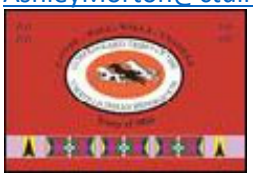
Finally, given that there will be a bridge crossing the Chandler Power Canal why have the author' excluded that portion of the canal from the project area? The authors do not describe how the bridge will not have an adverse effect to the NRHP-eligible canal. This report does not adequately address important details necessary for the Section 106 component to the bridge crossing. I have cc'ed BOR archaeologist, Marit Bovee.

CTUIR appreciates the opportunity to review the Cultural Resources Survey Report for the Blair Loop Subdivision. We look forward to reviewing an addendum.

Sincerely,
Ashley

Ashley M. Morton, M.A., RPA
Archaeologist II
Cultural Resources Protection Program
Confederated Tribes of the Umatilla Indian Reservation
46411 Timíne Way, Pendleton, OR 97801

Direct Line/Fax: (541) 429-7214
Main Office: (541) 276-3447
AshleyMorton@ctuir.org



From: Planning Department [mailto:Planning.Department@co.benton.wa.us]
Sent: Monday, June 26, 2023 11:27 AM
To: Hanson, Sydney (DAHP) <Sydney.Hanson@dahp.wa.gov>; Greg Wendt <Greg.Wendt@co.benton.wa.us>
Cc: Ashley Morton <AshleyMorton@ctuir.org>; casey_barney@yakama.com; corrine_camuso@yakama.com; corrine_camuso@yakama.com; jessica_lally@yakama.com; noah_oliver@yakama.com; austin.smithjr2@ctwsbnr.org; mars.galloway@ctwsbnr.org; robert.brunoe@ctwsbnr.org; thpo@ctwsbnr.org
Subject: FW: [EXTERNAL] DAHP Requirement Fulfilled

EXTERNAL EMAIL: Please use caution when clicking links or opening attachments.

Hi Sydney,

Please see the cultural resource survey report attached for Blair Loop Subdivision (SUB 2022-004; EA 2022-051) in Benton County.

Please let our office know if there is anything else that DAHP needs from the applicant.

Regards,

Michelle Cooke • *Planning Manager*
Benton County Community Development Department - Planning Division
Benton County Courthouse, 620 Market Street, Prosser, WA 99350
Benton County Public Services Office, 102206 E Wiser Parkway, Kennewick, WA 99338
Michelle.Cooke@co.benton.wa.us
(509) 786-5612

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From: Jerrod Sessler <jerrod@jerrodsessler.com>
Sent: Saturday, June 24, 2023 8:58 AM
To: Michelle Cooke <Michelle.Cooke@co.benton.wa.us>
Subject: [EXTERNAL] DAHP Requirement Fulfilled

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Michelle,
Attached is the final report fulfilling the DAHP requirement. Please let me know what the next steps are for the project/process. I assume we can proceed with public hearings soon.

Thank you-

Let's say YES to America, together!
Jerrod

Jerrod Sessler
Congressional Candidate
about.me/jsessler

The opinions expressed by the author are his or her own and are not necessarily those of the Confederated Tribes of the Umatilla Indian Reservation. The information, contents and attachments in this email are Confidential and Private.

Nikki Relyea

From: Andrea Watts
Sent: Tuesday, July 11, 2023 2:42 PM
To: jerrod@jerrodsessler.com
Cc: Planning Department
Subject: RE: [EXTERNAL] Re: EA 2022-051 MDNS

Good afternoon,

Thank you for providing this information, we will include this correspondence in your file.

If we need further information we will reach out to you with any requirements.

Regards,

Andrea Watts
Senior Planner
Benton County Community Development Department - Planning Division
Andrea.watts@co.benton.wa.us
(509) 786-5612

From: Jerrod Sessler <jerrod@jerrodsessler.com>
Sent: Monday, July 10, 2023 8:07 PM
To: Planning Department <Planning.Department@co.benton.wa.us>
Subject: RE: [EXTERNAL] Re: EA 2022-051 MDNS

Donna,
I am not sure if I am supposed to respond to this now or if there will be steps later where this will apply.

The only items that require a response are related to 3 & 4 from the USBR & the West Benton Fire. Both have been provided in the past but I can dig them up once again if/when needed.

The comprehensive structural plan for the bridge was provided years ago and was integrated by the civil engineers into the master plan. This was reviewed multiple times by the USBR engineers including by (Jay Hovde).

The determination was that the design was sufficient and the USBR was simply waiting for the county engineer to approve the project.

The loading calculations were based on the standard WA state DOT requirements which exceed all other requirements and of the 5 different ways that the bridge loads could be calculated, the most stringent of the 5 was used to confirm the bridge loading was sufficient. The way it was described to me was that one could park 2 fully loaded fire trucks side-by-side on the bridge and it would more than support that load.

This is in regards to the USBR comments and the fire comments in regards to loading.

Again, if this is not required now then we can revisit this later but if you need/want me to forward the past information provided then I can do that as well. There is a complete engineering package that was provided to Douglas D'Houdt and that was shared with the USBR engineers several years ago.

Regards-
Jerrod

Let's say YES to America, together!
Jerrod

Jerrod Sessler
Congressional Candidate
about.me/jsessler

------- Original Message -------
On Friday, June 30th, 2023 at 10:09 AM, Planning Department <Planning.Department@co.benton.wa.us> wrote:

It is the document labeled EA 2022-051 Blair Loop SUB MDNS Letter with conditions. I have attached it again to this email. If you have any more questions please reach out to our office.

Donna Hutchinson

Office Assistant II

Community Development Dept.

Planning Division

PO Box 910 Prosser WA 99350

(509) 786-5612

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Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

From: Jerrod Sessler <jerrod@jerrodsessler.com>
Sent: Thursday, June 29, 2023 7:38 PM
To: Planning Department <Planning.Department@co.benton.wa.us>
Subject: [EXTERNAL] Re: EA 2022-051 MDNS

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Thank you, Donna.

I do not see the Mitigated Determination of Non Significance attached.

Thank you,

Let's say YES to America, together!

Jerrod

Jerrod Sessler

Congressional Candidate

about.me/jsessler

------- Original Message -------
On Thursday, June 29th, 2023 at 4:57 PM, Planning Department <Planning.Department@co.benton.wa.us> wrote:

> Attached please find a Mitigated Determination of Non Significance for your SEPA Checklist EA 2022-051. Also attached are the conditions associated with that Determination and the comments that were received during our review. If you have any questions, please contact our office.

Donna Hutchinson

Office Assistant II

Community Development Dept.

Planning Division

PO Box 910 Prosser WA 99350

(509) 786-5612

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Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Allyson Brooks Ph.D., Director
State Historic Preservation Officer

July 10, 2023

Michelle Cooke
Benton County
620 Market Street
Prosser, WA

In future correspondence please refer to:
Project Tracking Code: 2023-02-01045
Property: Benton County_Blair Loop Subdivision (EA 2023-001)
Re: Concur with Survey

Dear Michelle Cooke:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

We concur with the results and recommendations made in the survey report. Specifically, we concur that archaeological monitoring of all ground-disturbing activities within 33 m (100 ft) of the isolate (BN02326) should occur. We also ask that an Inadvertent Discovery Plan (IDP) be included as part of the construction permit.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

Thank you for the opportunity to comment on this project. Please ensure that the DAHP project Tracking Number is attached to any future communications about this project.

Should you have any questions, please feel free to contact me.

Sincerely,

Sydney Hanson
Local Government Archaeologist
(360) 280-7563
Sydney.Hanson@dahp.wa.gov

Donna Hutchinson

From: JoDee Peyton <Jodeer@bfhd.wa.gov>
Sent: Monday, July 17, 2023 4:18 PM
To: Planning Department
Subject: [EXTERNAL] RE: Agency Review for SUB 2022-004 Blair Loop

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Michelle – we have nothing new on this. There are no updated comments, the letter of 10/4/22 would still work as he moved forward within the additional six months we gave him.

Please feel free to give me a call with any questions or concerns. Thank you.

JoDee A. Peyton, EHS III
Supervisor
Land Use, Sewage and Water Section

Benton-Franklin Health District
7102 W. Okanogan Place
Kennewick, WA 99336
p: 509.460.4318
Pronouns: she/her
www.bfhd.wa.gov jodeer@bfhd.wa.gov

Follow us on

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, June 30, 2023 2:34 PM
To: JoDee Peyton <Jodeer@bfhd.wa.gov>
Cc: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Subject: RE: Agency Review for SUB 2022-004 Blair Loop

Hi JoDee,

I just realized that we did not receive updated Health District comments for this preliminary plat by Jerrod Sessler. All we have in the file in an extension waiver.

Could you please send us any updated comments BFHD may have?

Thank you,

Michelle Cooke • *Planning Manager*
Benton County Community Development Department - Planning Division
Benton County Courthouse, 620 Market Street, Prosser, WA 99350
Benton County Public Services Office, 102206 E Wiser Parkway, Kennewick, WA 99338

Michelle.Cooke@co.benton.wa.us
(509) 786-5612

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From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Tuesday, February 7, 2023 11:55 AM
To: Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Daniel Gonzalez <Daniel.Gonzalez@co.benton.wa.us>; Gary Tiplady <Gary.Tiplady@co.benton.wa.us>; Brian Bell <Brian.Bell@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Veronica Vogt <Veronica.Vogt@co.benton.wa.us>; Burlington Northern Sante Fe Railroad <carrie.thompson@BNSF.com>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; cdamron@westbentonfirerescue.org; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; Sunnyside Valley Irrigation Dist. - Diane Weber <weberd@svid.org>; Rigo Diosdado <diosdador@svid.org>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Kim Lettrick <k.lettrick@bces.wa.gov>; Dept. of Fish and Wildlife- Review <R3planning@dfw.wa.gov>; ASSESSOR <Assessor@co.benton.wa.us>; PARKS <PARKS@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Natural Resources Conservation Service (Kenton.Rod@wa.usda.gov) <Kenton.Rod@wa.usda.gov>; Madison Murphy <Madison.Murphy@co.benton.wa.us>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>; langn@bentonpud.org; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Benton REA - Nick Pryor <npryor@bentonrea.org>; Bureau of Reclamation - McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>; Benton REA - Derek Miller <dmiller@bentonrea.org>; sstearns@bentonrea.org
Subject: Agency Review for SUB 2022-004 Blair Loop

Evidently, the wrong pdf was attached to the review sent out last week. Please see the updated attached information for agency review and comment on the preliminary plat of Blair Loop SUB 2022-004. If you have any questions please contact our office at this email address or call 509-786-5612.

Donna Hutchinson
Office Assistant II
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

From: Planning Department
Sent: Friday, February 3, 2023 3:42 PM
To: Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Daniel Gonzalez <Daniel.Gonzalez@co.benton.wa.us>; Gary Tiplady <Gary.Tiplady@co.benton.wa.us>; Brian Bell <Brian.Bell@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Veronica Vogt <Veronica.Vogt@co.benton.wa.us>; Burlington Northern Sante Fe Railroad <carrie.thompson@BNSF.com>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; cdamron@westbentonfirerescue.org; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Road Dept. - Cristina Woods (Cristina.Woods@co.benton.wa.us) <Cristina.Woods@co.benton.wa.us>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; Sunnyside Valley Irrigation Dist. - Diane Weber <weberd@svid.org>; Rigo Diosdado <diosdador@svid.org>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Dept. of Fish and Wildlife- Review <R3planning@dfw.wa.gov>; ASSESSOR <Assessor@co.benton.wa.us>; Benton County Parks Dept. (parks@co.benton.wa.us) <parks@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Natural Resources Conservation Service (Kenton.Rod@wa.usda.gov) <Kenton.Rod@wa.usda.gov>; Madison Murphy <Madison.Murphy@co.benton.wa.us>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>; langn@bentonpud.org; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: Agency Review for SUB 2022-004 Blair Loop

Please see the attached information for agency review and comment on the preliminary plat of Blair Loop SUB 2022-004. If you have any questions please contact our office at this email address or call 509-786-5612.

Donna Hutchinson
Office Assistant II
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Donna Hutchinson

From: Diosdado, Rigoberto <diosdador@svid.org>
Sent: Friday, February 17, 2023 8:47 AM
To: Planning Department
Subject: [EXTERNAL] RE: Agency Review for SUB 2022-004 Blair Loop

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Donna,

SVID had a meeting with Mr. Sessler yesterday and discussed several items regarding this project. There are some decisions to be made by SVID management which may affect the project in regards to irrigation. I believe the comments I have previously sent regarding this project should suffice.

Rigo Diosdado
Engineer Tech
(509)837-6980
diosdador@svid.org

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Tuesday, February 7, 2023 11:55 AM
To: Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Daniel Gonzalez <Daniel.Gonzalez@co.benton.wa.us>; Gary Tiplady <Gary.Tiplady@co.benton.wa.us>; Brian Bell <Brian.Bell@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Veronica Vogt <Veronica.Vogt@co.benton.wa.us>; Burlington Northern Sante Fe Railroad <carrie.thompson@BNSF.com>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; cdamron@westbentonfirerescue.org; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; Weber, Diane <weberd@svid.org>; Diosdado, Rigoberto <diosdador@svid.org>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Kim Lettrick <k.lettrick@bces.wa.gov>; Dept. of Fish and Wildlife- Review <R3planning@dfw.wa.gov>; ASSESSOR <Assessor@co.benton.wa.us>; PARKS <PARKS@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Natural Resources Conservation Service (Kenton.Rod@wa.usda.gov) <Kenton.Rod@wa.usda.gov>; Madison Murphy <Madison.Murphy@co.benton.wa.us>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>; langn@bentonpud.org; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Benton REA - Nick Pryor <npryor@bentonrea.org>; Bureau of Reclamation - McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>; Benton REA - Derek Miller <dmiller@bentonrea.org>; sstearns@bentonrea.org
Subject: Agency Review for SUB 2022-004 Blair Loop

Evidently, the wrong pdf was attached to the review sent out last week. Please see the updated attached information for agency review and comment on the preliminary plat of Blair Loop SUB 2022-004. If you have any questions please contact our office at this email address or call 509-786-5612.

Donna Hutchinson
Office Assistant II
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Prosser: We are located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.
Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

From: Planning Department
Sent: Friday, February 3, 2023 3:42 PM
To: Benton Clean Air - Noah Lee <noah.lee@bentoncleanair.org>; seand@bfhd.wa.gov; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Daniel Gonzalez <Daniel.Gonzalez@co.benton.wa.us>; Gary Tiplady <Gary.Tiplady@co.benton.wa.us>; Brian Bell <Brian.Bell@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Veronica Vogt <Veronica.Vogt@co.benton.wa.us>; Burlington Northern Sante Fe Railroad <carrie.thompson@BNSF.com>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; cdamron@westbentonfirerescue.org; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Road Dept. - Cristina Woods (Cristina.Woods@co.benton.wa.us) <Cristina.Woods@co.benton.wa.us>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; Sunnyside Valley Irrigation Dist. - Diane Weber <weberd@svid.org>; Rigo Diosdado <diosdador@svid.org>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Dept. of Fish and Wildlife- Review <R3planning@dfw.wa.gov>; ASSESSOR <Assessor@co.benton.wa.us>; Benton County Parks Dept. (parks@co.benton.wa.us) <parks@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Natural Resources Conservation Service (Kenton.Rod@wa.usda.gov) <Kenton.Rod@wa.usda.gov>; Madison Murphy <Madison.Murphy@co.benton.wa.us>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>; langn@bentonpud.org; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: Agency Review for SUB 2022-004 Blair Loop

Please see the attached information for agency review and comment on the preliminary plat of Blair Loop SUB 2022-004. If you have any questions please contact our office at this email address or call 509-786-5612.

Donna Hutchinson
Office Assistant II
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Prosser: We are located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.
Kennewick: Public Services Building at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Donna Hutchinson

From: Ashley Morton <AshleyMorton@ctuir.org>
Sent: Wednesday, August 2, 2023 3:38 PM
To: Donna Hutchinson
Cc: sydney.hanson@dahp.wa.gov; Bovee, Marit Liv N
Subject: RE: SUB 2022-004 DAHP Requirement Fulfilled

Good afternoon Donna,
The CTUIR's Cultural Resources Protection Program (CRPP) has reviewed the updates in the cultural resources report as noted by Plateau CRM in the email chain below. While we appreciate the inclusion of the CTUIR in the cultural background we find the testing and absence of additional testing inadequate for the needs of the proposed project. Given Plateau CRM's statement that the canal is not in the Project Area, they need to clearly justify how the proposed bridge will not impact the NRHP-eligible Chandler Power Canal. The location of the bridge crossing needs to be included on a map. It is not clear where within the Project Area the bridge will be constructed. If the proposed bridge will cross the canal, then that makes at least that portion of the canal part of the project area and should be included in the survey area.

According to the MDNS letter from the County dated June 29, 2023, the BOR commented that the proposed bridge plan, location, and associated improvement plans had not been provided to the agency and that the NEPA and NHPA review needed to be completed. Those comments were dated February of 2023. However, the authors state in their report the design has been approved by BOR. It is unclear where the evaluation of the bridge is at then in the NEPA/NHPA review process with the BOR and therefore, how the authors can make the statement that "the proposed bridge will have no adverse effect on the Chandler Power Canal." Does this statement come from the BOR? If so, it needs to be included.

The UDP needs to be updated to include contacting the CTUIR. Redacted Per RCW 42.56.300(1) , preparation of a WA State archaeological monitoring permit needs to be completed per RCW 27.53.60 guidelines.

Based on comments made in this email thread by the landowner, it is evident that the landowner does not understand their legal obligations under state law to protect cultural and natural resources.

Sincerely,
Ashley

Ashley M. Morton, M.A., RPA
Archaeologist II
Cultural Resources Protection Program
Confederated Tribes of the Umatilla Indian Reservation
46411 Timíne Way, Pendleton, OR 97801
Direct Line/Fax: (541) 429-7214
Main Office: (541) 276-3447
AshleyMorton@ctuir.org

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Grant Award from WA State Health Care Authority for Same Day Visit and Transportation Program
Presenter:	Lt. Kasey Kist
Prepared By:	Lisa Small
Reviewed By:	Jeff Aultman; Chief Guerrero; Purchasing Dept.

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

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

Summary / Background Information

Per Resolutions 2020-438, 2021-499, and 2022-435 the Board of Benton County Commissioners approved the grant funding for the Same Day Visit and Transportation Program for individuals transitioning into the community with an expiration date of June 30, 2023.

Attached is another grant award renewal for the Same Day Visit & Transportation Program for a contract amount not to exceed $292,000; commencing July 1, 2023 and terminating June 30, 2024.

The Chief of Corrections believes this is a great program and recommends the Board of Commissioners approve the grant funding as further outlined in the attached Professional Services Contract No. K6920.

Fiscal Impact

Revenue: $292,000 (reimbursement of allowable expenses). Monthly estimate of $24,333 per month.

Expenditures will be paid from the General Fund, Dept. 120.

Recommendation

Approve the attached Resolution and Professional Services Contract No. K6920 for Same Day Visit & Transportation Program between Benton County & HCA and authorize the Chairman Pro-Tem to sign said Contract.

Suggested Motion

I hereby approve the attached Contract No. K6920 between Benton County and Washington State Health Care Authority for the Same Day Visit and Transportation Program for an amount not to exceed $292,000 and authorize the Chairman Pro-Tem to sign said Contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS ACCEPTING THE GRANT AWARD FROM WASHINGTON STATE HEALTH CARE AUTHORITY PER CONTRACT NO. K6920 FOR THE SAME DAY VISIT AND TRANSPORTATION PROGRAM FOR INDIVIDUALS TRANSITIONING INTO THE COMMUNITY

WHEREAS, Per Resolutions 2020-438, 2021-499, and 2022-435 the Board of Benton County Commissioners approved the grant funding for the Same Day Visit and Transportation Program for individuals transitioning into the community with a contract expiring June 30, 2023; and

WHEREAS, attached is a grant award per Contract K6920 between Washington State Health Care Authority and Benton County for the Same Day Visit and Transportation Program for individuals transitioning into the community for an amount not to exceed $292,000 for a period of July 1, 2023 through June 30, 2024; and

WHEREAS, the Chief of Corrections believes this is a great program and recommends the Board of County Commissioners accept said grant and approve Contract No. K6920 to help offset the cost of said program; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby approves the attached Contract No. K6920 between Benton County and Washington State Health Care Authority for the Same Day Visit and Transportation Program for an amount not to exceed $292,000; and

BE IT FURTHER RESOLVED, the initial term of the Contract shall commence July 1, 2023 and continue through June 30, 2024, unless terminated sooner as further outlined in said Contract; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman Pro-Tem to sign Contract No. K6920 between Benton County and Washington State Health Care Authority attached hereto.

Dated this _____ day of _____, 2023.

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest.....
Clerk of the Board

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: BCCD
cc: Auditor; PA; HCA

Prepared by: L. Small

DocuSign Envelope ID: CE7F9500-A4AA-4314-AC05-2F05C775784A

Washington State Health Care Authority	**PROFESSIONAL SERVICES CONTRACT for** Same Day Visit & Transportation Program	HCA Contract Number: K6920 Contractor/Vendor Contract Number:

THIS CONTRACT is made by and between the Washington State Health Care Authority, (HCA) and Benton County, (Contractor).

CONTRACTOR NAME		CONTRACTOR DOING BUSINESS AS (DBA)		
Benton County, Washington		Benton County Corrections Department		
CONTRACTOR ADDRESS Street		City	State	Zip Code
7122 W Okanogan Place, Suite B110		Kennewick	WA	99336
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS		
Kasey Kist	509-460-4938	Kasey.Kist@co.benton.wa.us		

Is Contractor a Subrecipient under this Contract?

☐YES ☒NO

HCA PROGRAM	HCA DIVISION/SECTION
	Division of Behavioral Health & Recovery
HCA CONTACT NAME AND TITLE Rachel Meade, Contract Manager	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
HCA CONTACT TELEPHONE (360) 725-2009	HCA CONTACT E-MAIL ADDRESS rachel.meade@hca.wa.gov

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
July 1, 2023	June 30, 2024	$292,000

PURPOSE OF CONTRACT:

Same Day Visit & Transportation Program (SFY2024)

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Jerome Delvin, Chairman Pro-Tem Benton County Commissioner	
HCA SIGNATURE DocuSigned by: Alyson Beck 00C0A02AE65444C...	PRINTED NAME AND TITLE Alyson Beck Contracts Administrator	DATE SIGNED 8/7/2023

Approved as to form:

Jeff Aultman, Civil DPA

DocuSign Envelope ID: CE7F9500-A4AA-4314-AC05-2F05C775784A

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Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure Same Day Visit & Transportation Program Services; and

Client services, as described in this Contract, are exempt from competitive solicitation (RCW 39.26.125(6)) and Benton County (Contractor) seeks to provide such services.

HCA has determined that entering into a Contract with Benton County will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to Benton County this Contract, the terms and conditions of which will govern Contractor's providing to HCA the Same Day Visit & Transportation Program Services.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Attachment 1: *Statement of Work*.

2. DEFINITIONS

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Authorized User" means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

"Business Associate" means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

"Business Associate Agreement" or **"BAA"** means Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

"Business Days" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Centers for Medicare and Medicaid Services" or **"CMS"** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

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"C.F.R." means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement regulation. The C.F.R. may be accessed at http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse.

"Client" means an individual who is eligible for or receiving services through HCA program(s).

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data, which includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as "Data".

"Contract" means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

"Contract Administrator" means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

"Contract Manager" means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

"**Contractor"** means Benton County, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

"Covered Entity" has the same meaning as defined in 45 C.F.R. 160.103.

"Data" means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

"Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

"Effective Date" means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

"HCA Contract Manager" means the individual identified on the cover page of this Contract who will provide oversight of the Contractor's activities conducted under this Contract.

"Health Care Authority" or **"HCA"** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

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“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as amended by the American Recovery and Reinvestment Act of 2009 (“ARRA”), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act). HIPAA inlcudes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

"Overpayment" means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

“Personal Information” means 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 (including or excluding zip code), telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

“Proprietary Information” refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor’s Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

“**Protected Health Information**” or **“PHI”** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv)..

“RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: http://apps.leg.wa.gov/rcw/.

“Regulation” means any federal, state, or local regulation, rule, or ordinance.

“Statement of Work” or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Attachment 1 hereto.

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"Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

"Subcontractor" means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.

"Subrecipient" means 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. A Subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. As in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award. See OMB circular a-133 for additional details.

"USC" means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at http://uscode.house.gov/

"WAC" means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: http://app.leg.wa.gov/wac/.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of contract;

3.1.2 Use of professional judgment;

3.1.3 Collaboration with HCA staff in Contractor's conduct of the services;

3.1.4 Conformance with HCA directions regarding the delivery of the services;

3.1.5 Timely, accurate and informed communications;

3.1.6 Regular completion and updating of project plans, reports, documentation and communications;

3.1.7 Regular, punctual attendance at all meetings; and

3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor's performance is unsatisfactory.

3.2 TERM

3.2.1 The initial term of the Contract will commence on July 1, 2023, and continue through June 30, 2024, unless terminated sooner as provided herein.

3.2.2 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed **$292,000**, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.

3.3.2 Contractor's compensation for services rendered will be based on the following rates or in accordance with Attachment 1, Statement of Work.

3.3.3 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (http://www.ofm.wa.gov/policy/10.htm); reimbursement will not exceed expenses actually incurred.

3.4 INVOICE AND PAYMENT

3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state.

3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.

3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of $50 or more must be accompanied by a receipt.

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3.4.4 Invoices must be submitted to HCA Contract Manager with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

A. The HCA Contract number;

B. Contractor name, address, phone number;

C. Description of services;

D. Date(s) of delivery;

E. Net invoice price for each item;

F. Applicable taxes;

G. Total invoice price; and

H. Any available prompt payment discount.

3.4.5 HCA will return incorrect or incomplete invoices for correction and reissue.

3.4.6 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date ("Belated Claims"). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

3.5.1 Contractor's Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.

3.5.2 HCA's Contract Manager is responsible for monitoring the Contractor's performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor's invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

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CONTRACTOR Contract Manager Information		Health Care Authority Contract Manager Information	
Name:	Kasey Kist	Name:	Rachel Meade
Title:	Custody Lieutenant	Title:	Contract Manager
Address:	7122 W Okanogan Pl., Suite B110 Kennewick, WA 99336	Address:	626 8th Avenue SE PO Box 42730 Olympia, WA 98504-2730
Phone:	509-460-4938	Phone:	(360) 725-2009
Email:	Kasey.Kist@co.benton.wa.us	Email:	rachel.meade@hca.wa.gov

3.6 KEY STAFF

3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW from the people who were described in the Response for the first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.

3.6.2 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

3.7.1 In the case of notice to the Contractor, provide notification to:

Kasey Kist, Custody Lieutenant
1722 W Okanogan Pl., Suite B110
Kennewick, WA 99336
Kasey.Kist@co.benton.wa.us

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3.7.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority
Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

3.8.1 Applicable Federal and State of Washington statutes and regulations;

3.8.2 Recitals;

3.8.3 Special Terms and Conditions;

3.8.4 General Terms and Conditions;

3.8.5 Attachment 1(s): Statement(s) of Work;

3.8.6 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

3.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1 million per occurrence/$2 million general aggregate. Additionally, Contractor is

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responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.

3.9.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than $1 million per claim/$2 million general aggregate.

3.9.4 Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at HCA's sole option, result in this Contract's termination.

3.9.6 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

3.9.7 Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

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4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

4.2 ACCESSIBILITY

4.2.1 REQUIREMENTS AND STANDARDS. Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq*. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

4.2.2 DOCUMENTATION. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.

4.2.3 REMEDIATION. If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

4.2.4 DEFINITION. Information and Communication Technology (ICT) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage,

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display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

4.2.5 INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

4.3 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

4.4 AMENDMENTS

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

4.5 ASSIGNMENT

4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.36, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.5.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

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4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFLICT OF INTEREST

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor Is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's approval prior to commencing such activities.

4.9 CONFORMANCE

If any provision of this Contract is in conflict with or 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.

4.10 COVERED INFORMATION PROTECTION

4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.

4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.

4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and

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Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).

4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.12 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

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4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.14.2 A party's request for a dispute resolution must:

A. Be in writing;

B. Include a written description of the dispute;

C. State the relative positions of the parties and the remedy sought; and

D. State the Contract Number and the names and contact information for the parties.

4.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.15 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.45, *Warranties*.

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4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

4.17.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;

4.17.2 Renegotiate the Contract under the revised funding conditions; or

4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is

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exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

4.20 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

4.22 LEGAL AND REGULATORY COMPLIANCE

4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

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4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

4.25 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 C.F.R. Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

4.27 PAY EQUITY

4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a

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system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.

4.27.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

4.27.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.

4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA's request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.

4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

4.29 RECORDS AND DOCUMENT REVIEW

4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].

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4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.

4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

4.31 RIGHT OF INSPECTION

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

4.32 RIGHTS IN DATA/OWNERSHIP

4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire"* as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

4.32.2 If for any reason the Work Product would not be considered a "*work made for hire"* under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable

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steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

4.32.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

4.35 SUBCONTRACTING

4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

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4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.

4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.

4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.

4.35.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.36 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership,* will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.37 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.38 TERMINATION

4.38.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further

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payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.
In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.
If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.38.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.5 Termination for Conflict of Interest

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HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.39 TERMINATION PROCEDURES

4.39.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.39.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA 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 HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

4.39.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

A. Stop work under the Contract on the date of, and to the extent specified in, the notice;

B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;

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E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;

F. Complete performance of any part of the work that was not terminated by HCA; and

G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

4.40 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

4.41 TREATMENT OF ASSETS

4.41.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.41.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

4.41.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by

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Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.41.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.41.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

4.42 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

4.43 WARRANTIES

4.43.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.

4.43.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

4.43.3 EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign

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or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.43.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

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ATTACHMENT 1: STATEMENT OF WORK

1. Purpose

Same Day Transport, continuity of care services for eligible Individuals who are determined to have an Opioid Use Disorder (OUD) and are being released and transitioning back into the community.

2. Definitions

COWS: Clinical Opioid Withdrawal Scale

Individual: Incarcerated person who is not yet part of the program

MOUD: Medications for Opioid Use Disorder

OUD: Opioid Use Disorder

Participant: An Individual receiving services from the program referenced in this Contract

Same-day: The date that an Individual is released from incarceration

3. Work Expectations

3.1. **Communication and Collaboration.** Contractor will communicate and collaborate with HCA Contract Manager regarding, but are not limited to, the following issues, where applicable:

3.1.1. Participation in monthly program calls with the HCA Contract Manager;

3.1.2. Creating and executing memorandums of understanding (MOUs) to facilitate information sharing;

3.1.3. Requesting and receiving technical assistance;

3.1.4. Program changes or updates;

3.1.5. Staff changes or updates;

3.1.6. Barriers and challenges;

3.1.7. Proposed solutions and strategies;

3.1.8. General program implementation;

3.1.9. Impacts to contract compliance.

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3.2. **Eligibility Criteria.** Contractor will provide services based on the following criteria:

3.2.1. Incarcerated Individuals;

3.2.2. Currently receiving MOUD treatment;

3.2.3. Scheduled for release from incarceration;

3.2.4. Transitioning back into the community; and

3.2.5. Scheduled for an appointment with a community MOUD treatment provider or community health agency for the same day as release.

3.3. Program Components.

3.3.1. Intake Process.

3.3.1.1. Establish intake process;

3.3.1.2. Use a standardized screening instrument (e.g. COWS) to determine if an individual is a candidate for MOUD.

3.3.2. MOUD.

3.3.2.1. Use FDA approved MOUD (buprenorphine, naltrexone and methadone);

3.3.2.2. Long-acting injectable buprenorphine may be offered prior to release and will provide the continuity of care required by this program.

3.3.3. Release/Reentry Plan and Pre-Release Support.

3.3.3.1. A scheduled and confirmed post-release appointment to an appropriate evidence-based treatment provider and/or service providers that support the use of MOUD;

3.3.3.2. Assistance, where applicable, to

3.3.3.2.1. Locate housing;

3.3.3.2.2. Medical services;

3.3.3.2.3. Health needs;

3.3.3.2.4. Basic needs;

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3.3.3.2.5. Apple Health:

3.3.3.2.5.1. Signing up for Apple Health (Medicaid);

3.3.3.2.5.2. Ensuring their Apple Health is reinstated upon their release for Same-day access to services;

3.3.3.2.5.3. For Reference, *Same-day access to Apple Health* flyer.

3.3.3.3. Release kits may include the following:

3.3.3.3.1. Naloxone with instructions;

3.3.3.3.2. *Same-day access to Apple Health* flyer;

3.3.3.3.3. Personal hygiene kits;

3.3.3.3.4. Cell phones;

3.3.3.3.5. Other components, as approved by HCA Contract Manager.

3.3.4. Transportation Logistics.

3.3.4.1. The Contractor must offer to provide, non-public transportation (e.g. correctional staff, peers, ride-share, taxi) for the individual from the correctional facility to the community provider.

3.3.4.2. Have a contingency plan for releases that occur outside of normal business hours or when an appointment is not available.

3.3.5. **Performance Measures.** Contractor will ensure that the program is managed to achieve expected outcomes that are measurable and will be used in the future to evaluate the performance and to ensure accountability for the use of this funding.

3.3.6. Operational Functions.

3.3.6.1. Ensure travel per diem, computers, office supplies and all the other supplies and tools necessary to perform defined duties are provided to staff and/or contracted staff.

3.3.6.2. Maintain logistical coordination, support, and record-keeping necessary to comply with the terms of this agreement.

3.3.6.3. Write policy and protocol for the program to ensure consistency, and fidelity of the program.

4. Reports

4.1. **Monthly Progress Report.** Contractor will provide the HCA a monthly report containing, but not limited to, the following elements:

4.1.1. Number of individuals provided services through this contract.

4.1.2. Frequency of appointments scheduled and kept through the efforts of the jail-community partner relationship.

4.1.3. Aggregated demographics for individuals who received services, including:

4.1.3.1. Race;

4.1.3.2. Gender;

4.1.3.3. Age;

4.1.3.4. Housing/homelessness status;

4.1.3.5. Self-reported behavioral health;

4.1.3.6. Employment status;

4.1.3.7. Family composition and support; and

4.1.3.8. Criminal justice system involvement.

4.2. **Legislative Reports.** Contractor will work with HCA Contract Manager, to participate in any legislatively requested program evaluation and reports.

5. Deliverables Table

Contractor may invoice HCA for up to 25% over the monthly estimate without prior HCA approval. Contractor will work with HCA Contract Manager to address costs that are significantly above or below the monthly estimate.

#	Description	Performance Measure	Due Date	Rate	Amount
1	Program cost reimbursement of allowable expenses	HCA approval of Monthly Progress Report	July 2023 – May 2024: 15th day of the month following each month of service June 2024: with final invoice	Monthly Est. $24,333 x 12 months	$292,000
Total Maximum Compensation for deliverables completed through 6/30/2024					**$292,000**

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ATTACHMENT 2: MONTHLY PROGRESS REPORT

SAME DAY VISIT PROGRAM

DIVISION OF BEHAVIORAL HEALTH AND RECOVERY AT THE HEALTH CARE AUTHORITY

Please respond to each question and submit this document with the monthly A-19 billing to , Rachel Meade at Rachel.meade@hca.wa.gov. .

Report Month/Year

☐July 2023 ☐August 2023 ☐September 2023 ☐October 2023 ☐November 2023 ☐December 2023
☐January 2024 ☐February 2024 ☐March 2024 ☐April 2024 ☐May 2024 ☐June 2024

Name of the Contractor completing this report: Click or tap here to enter text.

1. How many unique individuals were served under the program during this report month?

2. The number of participants who successfully attended the appointment with the community provider.

3. The number of participants who subsequently attended follow-up appointments with the community provider.

4. What are the basic demographics of individuals served during this month? (Please include gender, race, housing and insurance status)

5. Summarize any barrier(s) encountered and plans to overcome the barrier(s) with timeline.

6. Are you experiencing any training or technical assistance needs (e.g. policy & protocol, data collection, staffing, etc.)?

7. Have there been any staff changes since the last report. If so, what position(s) and location(s)?

8. Do you have a participant success story you would like to share below?

9. Are there any significant accomplishments you would like to share or other information you would like to know?

Completed By:
Date:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 12, 2023
Subject:	Closing Prosser Courthouse for Employee Event
Presenter:	Jerrod MacPherson
Prepared By:	Matt Rasmussen
Reviewed By:	Eric Wyant

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

Prior to the COVID 19 pandemic, the County routinely held an employee appreciation event known as Flip Flop Friday. Typically, the event was held once at the Prosser Courthouse and once at the Kennewick Justice Center complex. The event was canceled for two years during the pandemic and then was missed the past year.

The Commissioners desire to bring the event back for 2023. However, due to the small number of staff employed at the courthouse, it is more practical to host a single event at the Kennewick location. To facilitate the staff in Prosser attending the event, it will be necessary to close the courthouse long enough to allow employees to travel to the event, attend, and return to the office.

Fiscal Impact

No additional fiscal impact.

Recommendation

Staff recommends that the Board authorize the temporary closure of the Prosser offices on September 22, 2023 from 11:00AM to 2:00PM to allow employees at that location to attend the employee appreciation event.

Suggested Motion

I move to approve a Resolution temporarily changing the hours for the transaction of business for the Benton County Courthouse in Prosser.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF TEMPORARILY CHANGING THE HOURS FOR THE TRANSACTION OF BUSINESS FOR THE BENTON COUNTY COURTHOUSE IN PROSSER

WHEREAS, Benton County has offices located in both Kennewick and Prosser; and

WHEREAS, Resolution 2022-842 sets the minimum days and hours each County office must be open; and

WHEREAS, the County is hosting an employee appreciation event on September 22, 2023 from noon to 1:00PM; and

WHEREAS, the event will be hosted at the Kennewick Justice Center complex where the majority of County staff are located; and

WHEREAS, it is desirable that all County employees located at the Prosser Courthouse be able to attend the event; and

WHEREAS, closing the Prosser Courthouse between the hours of 11:00AM and 2:00PM will facilitate attendance of those employees located in Prosser with minimal public impact; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of County Commissioners of Benton County, Washington that the Benton County Courthouse be closed to all transaction of business on September 22, 2023 beginning at 11:00AM and ending at 2:00PM; and

BE IT FURTHER RESOLVED, that this closure does not grant employees additional leave time and that those employees who choose not to attend the event are expected to report to their work station as normal; and

BE IT FURTHER RESOLVED, that employees traveling to the event from other offices are expected to utilize County owned vehicles and carpool as travel to the event is not eligible for mileage reimbursement.

Dated this 12th day of September, 2023.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Commissioners

Cc: All elected Officials and Department Heads