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, October 10, 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: October 3, 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 09/29/2023
- b. Accounts Payable – Check Posting List for 09/29/2023 – Special Run
- c. Cancellation of Unclaimed Warrants

Commissioners
- d. Line Item Transfer, Fund No. 0010, Dept. 115 to 106 & 117 for CI File Storage Move
- e. Declaration of Surplus Property

Information Technology
- f. Amending Resolution 2022-755 for Lease Agreement w/Ricoh for Copiers & Streamline Licenses
- g. Purchase of Pure Storage SAN & Subscriptions From CompuNet

Juvenile
- h. Line Item Transfer, Fund No. 1150, Dept. 173 for Overtime & Benefits
- i. Purchase of Janitorial Supplies from Crown Paper & Janitorial Supply, Inc. for Janitorial Supplies
- j. Agreement w/Administrative Office of the Courts for Court Interpreter Funding
- k. Interpreter Services Contract w/Connections Consulting MA LLC for Interpreter Services

Purchasing
- l. Agreement w/Knutzen Engineering for Structural Analysis for Justice Center TI Project

m. First Amended Contract w/PBS Engineering & Environmental, Inc. for On-Call Geophysical/Geotechnical Services
n. Contract w/MG Wagner Co. Inc. for the Justice Center Roof Repair Project

Scheduled Business

Affordable Housing Steering Committee Funding Recommendations ~ K Sullivan

Amendment #1 w/The State Conservation Commission for the Voluntary Stewardship Program ~ G Wendt

Adjusting Monthly Vacation Accrual of Sheriff's Office Deputy Morfin ~ Undersheriff Law

Request to Purchase Mobile Police Radio Replacement Equipment From Motorola Solutions ~ Sheriff Croskrey

Other Business

Executive Session

Pending Litigation ~ E Eisinger & R Brown

Adjournment

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

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Minutes – Board of County Commissioners

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, October 3, 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

Deputy County Administrator Matt Rasmussen
Clerk of the Board Amanda Pearson

Absent: County Administrator Jerrod MacPherson (excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Tim Brown, IT; Carlee Nave, HR Manager; Public Works Manager Matt Mahoney; Clerk Josie Delvin; Treasurer Ken Spencer; Human Services Manager, Kyle Sullivan; Cristina Woods, Public Works; Steve Caughey, Risk Management

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of September 26, 2023 were approved.

Public Comment

In Kennewick via/WebEx, a resident from Finley spoke about concerns regarding Benton County Code Enforcement relating to unmarked vehicles and recording on private property.

Consent Agenda

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

Auditor
a. Accounts Payable ~ Check Posting List for 09/22/2023
b. Accounts Payable ~ Check Posting List for 09/25/2023

Commissioners
c. Surplus and Disposition of Personal Property; Rescinding Resolution 2023-640

d. Appointment of Andrew Wirkkala to the Mid-Columbia Libraries Board

Office of Public Defense

e. District Court Public Defense Service Agreement w/Dawn Hickman

Public Works

f. Coding Correction Within the Benton County Road Fund 1010
g. Line-Item Transfer, Fund No. 1010, Dept. No. 500 for Salaries & Benefits

Purchasing

h. Accepting Work Performed by Construction Ahead, Inc. for 2021 Crack Seal Project
i. Purchase Agreement w/Brutzmans Furniture for Office Furniture for the Administration Tenant Improvement Project

Treasurer

j. Second Contract Amendment with The Master's Touch LLC for Preparation of Property Tax Statements

Workforce Development

k. Contract w/Career Path Services for Youth Services
l. Contract w/Career Path Services for Adult Services
m. Contract w/Career Path Services for Dislocated Worker Services

Public Hearing – Kennewick Irrigation District Franchise Renewal

Cristina Woods explained that Benton County received an application for a Franchise Order and Agreement for an irrigation distribution system and all facilities from the Kennewick Irrigation District.

In accordance with RCW 36.55.040 and RCW 36.55.050, a public hearing must be held to allow public comment to the proposed franchise agreement prior to the final determination of the Board of County Commissioners. After the public hearing, the Board may, upon its finding that the franchise agreement is in the best interest of the County, enter said agreement by resolution. The public hearing was advertised in the newspaper of record on September 20th and September 27th, 2023, in accordance with RCW 36.55.040, and a public hearing was held on October 3rd, 2023, in accordance with RCW 36.55.050.

Commissioner Delvin had questions regarding the $1,000,000 liability insurance. Commissioner McKay inquired about how often this agreement gets renewed.

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

MOTION: Commissioner Delvin moved to approve the Franchise Order and Agreement with the Kennewick Irrigation District as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

National Disability Employment Awareness Proclamation

Human Services Manager, Kyle Sullivan, shared that October 2023 marks the 78th anniversary of National Disability Employment Awareness Month. The purpose of National Disability Employment Awareness Month is to educate disability employment issues and celebrate the many and varied contributions of American workers with disabilities.

The Proclamation was read out loud and observes October as Disability Employment Awareness Month. Anthony Contreras-Sanchez, a manager with WISE, Washington Initiative for Supported Employment, was also present.

MOTION: Commissioner Delvin moved to approve the Proclamation recognizing October as National Disability Employment Awareness Month. Commissioner Alvarez seconded and upon vote, the motion carried.

Work Crew Program w/City of Kennewick

Corrections Department Chief Guerrero presented on the work crew program. He indicated that work crews provide an effective, alternative to incarceration, punishment option for offenders convicted of minor crimes. Alternatives to incarceration are cost effective, help reduce jail populations, provide benefit to the community, and reduce recidivism. The courts concur the sentencing of offenders to work crew is an effective punishment, and the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County and presented the following for Board consideration:

- Interlocal Agreement
    - The City of Kennewick wishes to enter into an agreement with Benton County for the provision of a work crew program as an alternative option to incarceration for offenders convicted of minor crimes.
- Line-Item Transfer, Fund No. 0010, Dept. 115 to 120, for the start of Work Crew #1.

MOTION: Commissioner Delvin moved to approve the Interlocal agreement with the City of Kennewick for the provision of a work crew program, as well as the Line-item Transfer in the amount of $167,890 from General Fund, Dept. 115-Non-Departmental to Department 120-Corrections for the start of Work Crew #1. Commissioner Alvarez seconded and upon vote, the motion carried.

Grant Application with Department of Commerce for Law Enforcement Pursuit Technology

Lieutenant Clark and Katie Gillies via WebEx presented on a grant opportunity from the Department of Commerce seeking applications from law enforcement agencies as defined in RCW 10.116.010(1), or consortium of law enforcement agencies that are interested in a project to provide law enforcement with modern vehicle pursuit management technology, including, but not limited to, global positioning system tracking equipment, automated license plate reading technology, aircraft, and nonarmed and nonarmored drone technology.

The Benton County Sheriff's Office (BCSO) received grant funding in FY2022 and FY2023 in collaboration with the City of Kennewick from the Washington Auto Theft Prevention Authority to purchase and install 10 Flock Falcon Automatic License Plate Readers throughout the County. To maintain the Flock ALPR program, there is an annual subscription fee of $30,000 that is currently unfunded in the Benton County Sheriff's Office budget. The Benton County Sheriff's Office currently utilizes both nonarmored and nonarmed drone technology for apprehension and identification of fleeing suspects. The Sheriff's Office needs upgraded drones due to advancing technology. The cost associated with the necessary drones and required vehicle storage equipment is $60,000.

The Benton County Sheriff's Office is also looking to advance pursuit technology by purchasing Clearview software to assist in the identification of suspects in criminal investigations. The

approximate cost of this software ranges from $7,500 to $10,000 to include necessary computer equipment to operate the software efficiently.

Commissioner Delvin expressed some concern regarding this application indicating that it was his thought that using some of the equipment from the grant would constitute a violation of a person's 4th Amendment rights; but would support the grant application at this time.

MOTION: Commissioner Delvin moved to approve the Grant Application with the Department of Commerce for Law Enforcement Pursuit Technology as presented. Commissioner Alvarez seconded and upon vote, the motion carried.

Other Business

Miscellaneous

Matt Rasmussen shared that a Special meeting will be held on October 5th to share a presentation on the Public Safety Sales Tax.

Tort Claim

CC 2023-18: Received on 10/3/2023 from Sherry Elizabeth

Accounts Payable

Check Date: 9/22/2023

Warrants #: 249487-249578
Total all funds: $2,170,189.60

EFT's #: 606-610
Transfers #: 1161-1165, 1168-1169, 1172-1179, 1182-1183, 1185-1188, 1189-1193
Total all funds: $46,735.95

Check Date: 9/25/2023

Warrants: #249579
Total of all Funds: $75.00

Resolutions

2023-669	Surplus and Disposition of Personal Property; Rescinding Resolution 2023-640
2023-670	Appointment of Andrew Wirkkala to the Mid-Columbia Libraries Board
2023-671	District Court Public Defense Service Agreement w/Dawn Hickman
2023-672	Coding Correction Within the Benton County Road Fund 1010
2023-673	Line-Item Transfer, Fund No. 1010, Dept. No. 500 for Salaries & Benefits
2023-674	Accepting Work Performed by Construction Ahead, Inc. for 2021 Crack Seal Project
2023-675	Purchase Agreement w/Brutzmans Furniture for Office Furniture for the Administration Tenant Improvement Project
2023-676	Second Contract Amendment w/The Master's Touch LLC for Preparation of Property Tax Statements

2023-677 Contract w/Career Path Services for Adult Services
2023-678 Contract w/Career Path Services for Youth Services
2023-679 Contract w/Career Path Services for Dislocated Worker Services
2023-680 Granting a Franchise to the Kennewick Irrigation District to Place an Irrigation Water Distribution System and all Facilities in County Road Rights of Way
2023-681 Service Agreement Between Benton County and the City of Kennewick for the Provision of a Work Crew Program
2023-682 Authorizing the Benton County Sheriff's Office to Submit an Application for the Department of Commerce Law Enforcement Pursuit Technology Grant Program Application for FY2023
2023-683 Proclamation; Recognizing October as National Disability Employment Awareness Month
2023-684 Transfer of Funds within Current Expense Fund Number 0010, Department Number 115 to 120

There being no further business before the Board, the meeting adjourned at approximately 9:25 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: 09/29/2023

Warrants # 249731-249823
Total of all Funds: $1,102,791.95

Transfers # 1194-1198, 1201-1204, 1208, 1214-1215
EFT # 611-633
Total of all Funds: $212,585.66

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
249731	09/29/2023	PRTD	105656	9 N WAVERLY PL LLC	08/23/2023		092923	850.00
						CHECK	249731 TOTAL:	850.00
249732	09/29/2023	PRTD	105681	AHMED N PHIPPS	09/20/2023		092923	90.00
						CHECK	249732 TOTAL:	90.00
249733	09/29/2023	PRTD	100097	ALBERTSONS LLC	09/20/2023		092923	250.00
				ALBERTSONS LLC	09/20/2023		092923	75.00
				ALBERTSONS LLC	09/20/2023		092923	75.00
				ALBERTSONS LLC	09/20/2023		092923	103.90
						CHECK	249733 TOTAL:	503.90
249734	09/29/2023	PRTD	101346	AMERICANA APTS, INC.	09/22/2023		092923	955.00
				AMERICANA APTS, INC.	09/22/2023		092923	100.00
				AMERICANA APTS, INC.	09/22/2023		092923	101.01
				AMERICANA APTS, INC.	09/22/2023		092923	955.00
						CHECK	249734 TOTAL:	2,111.01
249735	09/29/2023	PRTD	101364	APOLLO MECHANICAL CONTRACTORS	08/31/2023		092923	490.44
				APOLLO MECHANICAL CONTRACTORS	08/11/2023		092923	2,457.95
				APOLLO MECHANICAL CONTRACTORS	07/26/2023		092923	2,637.64
				APOLLO MECHANICAL CONTRACTORS	07/26/2023		092923	6,118.31
				APOLLO MECHANICAL CONTRACTORS	07/14/2023		092923	23.17
				APOLLO MECHANICAL CONTRACTORS	07/14/2023		092923	15.26
				APOLLO MECHANICAL CONTRACTORS	08/11/2023		092923	2,112.16
				APOLLO MECHANICAL CONTRACTORS	08/11/2023		092923	924.92
						CHECK	249735 TOTAL:	14,779.85

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249736	09/29/2023	PRTD	100021	ARLO ON 10TH	09/20/2023		092923	955.00
				ARLO ON 10TH	09/20/2023		092923	96.79
				ARLO ON 10TH	09/20/2023		092923	125.00
				ARLO ON 10TH	09/20/2023		092923	955.00
				ARLO ON 10TH	09/20/2023		092923	109.40
				ARLO ON 10TH	09/20/2023		092923	125.00
						CHECK	249736 TOTAL:	2,366.19
249737	09/29/2023	PRTD	101557	B F COMMUNITY ACTION COMMITTEE	08/15/2023		092923	8,981.84
						CHECK	249737 TOTAL:	8,981.84
249738	09/29/2023	PRTD	101556	B F DOMESTIC VIOLENCE SERVICES	08/15/2023		092923	14,708.27
				B F DOMESTIC VIOLENCE SERVICES	08/15/2023		092923	14,201.27
						CHECK	249738 TOTAL:	28,909.54
249739	09/29/2023	PRTD	105144	BECKWITH CONSULTING GROUP	05/01/2023		092923	1,330.00
				BECKWITH CONSULTING GROUP	07/01/2023		092923	2,292.00
				BECKWITH CONSULTING GROUP	08/01/2023		092923	5,313.00
						CHECK	249739 TOTAL:	8,935.00
249740	09/29/2023	PRTD	101555	BENTON CONSERVATION DISTRICT	07/12/2023		092923	6,902.71
				BENTON CONSERVATION DISTRICT	08/31/2023		092923	5,597.60
						CHECK	249740 TOTAL:	12,500.31
249741	09/29/2023	PRTD	105856	BRANDY ROGERS	09/25/2023		092923	6,600.00
				BRANDY ROGERS	09/25/2023		092923	1,600.00
						CHECK	249741 TOTAL:	8,200.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249742	09/29/2023	PRTD	105859	BRENT JAMES HERRING	09/27/2023		092923	1,000.00
				BRENT JAMES HERRING	09/27/2023		092923	1,000.00
				BRENT JAMES HERRING	09/27/2023		092923	1,000.00
				BRENT JAMES HERRING	09/27/2023		092923	1,000.00
					CHECK		249742 TOTAL:	4,000.00
249743	09/29/2023	PRTD	101689	C D W GOVERNMENT LLC	06/27/2023		092923	109.04
					CHECK		249743 TOTAL:	109.04
249744	09/29/2023	PRTD	101895	C I INFORMATION MANAGEMENT	08/31/2023		092923	32.74
					CHECK		249744 TOTAL:	32.74
249745	09/29/2023	PRTD	101814	CINTAS CORPORATION	09/12/2023		092923	186.76
					CHECK		249745 TOTAL:	186.76
249746	09/29/2023	PRTD	101818	CITY OF KENNEWICK	09/12/2023		092923	362.06
					CHECK		249746 TOTAL:	362.06
249747	09/29/2023	PRTD	101826	CITY OF WEST RICHLAND	09/07/2023		092923	704,359.06
					CHECK		249747 TOTAL:	704,359.06
249748	09/29/2023	PRTD	101860	COLEMAN OIL COMPANY	08/31/2023		092923	70.02
				COLEMAN OIL COMPANY	09/15/2023		092923	149.58
				COLEMAN OIL COMPANY	09/15/2023		092923	42.34
				COLEMAN OIL COMPANY	09/15/2023		092923	63.55
					CHECK		249748 TOTAL:	325.49
249749	09/29/2023	PRTD	101885	COLUMBIA INDUSTRIES	09/27/2023		092923	16,633.17

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249749 TOTAL:	16,633.17
249750	09/29/2023	PRTD	104798	COLUMBIA RIVER WALK LLC	09/21/2023		092923	955.00
				COLUMBIA RIVER WALK LLC	09/21/2023		092923	138.34
				COLUMBIA RIVER WALK LLC	09/21/2023		092923	75.00
						CHECK	249750 TOTAL:	1,168.34
249751	09/29/2023	PRTD	101913	COMPUNET, INC	09/11/2023		092923	2,475.00
						CHECK	249751 TOTAL:	2,475.00
249752	09/29/2023	PRTD	101918	CONNELL OIL INC	09/15/2023		092923	2,033.42
				CONNELL OIL INC	09/15/2023		092923	136.84
						CHECK	249752 TOTAL:	2,170.26
249753	09/29/2023	PRTD	101938	COPPER RIDGE APARTMENTS	09/22/2023		092923	889.00
						CHECK	249753 TOTAL:	889.00
249754	09/29/2023	PRTD	101950	CORWIN FORD - TRI-CITIES	08/29/2023		092923	34,712.84
						CHECK	249754 TOTAL:	34,712.84
249755	09/29/2023	PRTD	105679	CRISTINA MOLDOVAN-MENDES DO AMARAL	09/18/2023		092923	150.00
						CHECK	249755 TOTAL:	150.00
249756	09/29/2023	PRTD	101999	CRYSTAL SPRINGS	09/24/2023		092923	23.76
						CHECK	249756 TOTAL:	23.76
249757	09/29/2023	PRTD	102102	DIRECT AUTOMOTIVE DISTRIBUTING	08/30/2023		092923	55.07
				DIRECT AUTOMOTIVE DISTRIBUTING	08/31/2023		092923	659.24
				DIRECT AUTOMOTIVE DISTRIBUTING	09/05/2023		092923	31.81
				DIRECT AUTOMOTIVE DISTRIBUTING	09/08/2023		092923	48.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				DIRECT AUTOMOTIVE DISTRIBUTING	09/12/2023		092923	39.65
				DIRECT AUTOMOTIVE DISTRIBUTING	09/12/2023		092923	132.98
				DIRECT AUTOMOTIVE DISTRIBUTING	09/12/2023		092923	26.01
				DIRECT AUTOMOTIVE DISTRIBUTING	09/12/2023		092923	157.25
				DIRECT AUTOMOTIVE DISTRIBUTING	09/14/2023		092923	17.50
						CHECK	249757 TOTAL:	1,167.51
249758	09/29/2023	PRTD	102864	FEDEX KINKO'S INC., CUSTOMER ADMIN	09/01/2023		092923	217.11
						CHECK	249758 TOTAL:	217.11
249759	09/29/2023	PRTD	102286	FELLMAN, TYSON	09/21/2023		092923	558.00
						CHECK	249759 TOTAL:	558.00
249760	09/29/2023	PRTD	102320	FIRE PROTECTION SPECIALIST LLC	08/25/2023		092923	1,193.73
				FIRE PROTECTION SPECIALIST LLC	08/25/2023		092923	326.07
						CHECK	249760 TOTAL:	1,519.80
249761	09/29/2023	PRTD	102374	FRED MEYER STORES	09/20/2023		092923	250.00
				FRED MEYER STORES	09/20/2023		092923	300.00
						CHECK	249761 TOTAL:	550.00
249762	09/29/2023	PRTD	105689	GARRATT LAW PLLC	09/04/2023		092923	800.00
				GARRATT LAW PLLC	09/04/2023		092923	380.00
				GARRATT LAW PLLC	09/04/2023		092923	700.00
				GARRATT LAW PLLC	08/02/2023		092923	740.00
				GARRATT LAW PLLC	09/04/2023		092923	260.00
				GARRATT LAW PLLC	09/04/2023		092923	780.00
				GARRATT LAW PLLC	09/04/2023		092923	280.00
				GARRATT LAW PLLC	09/04/2023		092923	320.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				GARRATT LAW PLLC	09/04/2023		092923	260.00
				GARRATT LAW PLLC	09/04/2023		092923	340.00
				GARRATT LAW PLLC	09/04/2023		092923	589.00
							CHECK 249762 TOTAL:	5,449.00
249763	09/29/2023	PRTD	102436	GIERTH EDDY LAW OFFICES PLLC	09/19/2023		092923	500.00
							CHECK 249763 TOTAL:	500.00
249764	09/29/2023	PRTD	104924	GIESZLER KELLY PLLC	09/20/2023		092923	621.56
							CHECK 249764 TOTAL:	621.56
249765	09/29/2023	PRTD	104924	GIESZLER KELLY PLLC	09/20/2023		092923	1,645.00
							CHECK 249765 TOTAL:	1,645.00
249766	09/29/2023	PRTD	102460	GOODWILL INDUSTRIES OF THE, COLUMBI	08/15/2023		092923	15,193.06
							CHECK 249766 TOTAL:	15,193.06
249767	09/29/2023	PRTD	102546	HARRIS GOVERN	08/31/2023		092923	18,445.41
				HARRIS GOVERN	08/31/2023		092923	23,325.53
							CHECK 249767 TOTAL:	41,770.94
249768	09/29/2023	PRTD	100791	HEATHERSTONE PRESERVATION LP	09/26/2023		092923	777.00
							CHECK 249768 TOTAL:	777.00
249769	09/29/2023	PRTD	102053	JOHNSON & JOHSON LAW FIRM, PLLC	09/15/2023		092923	217.38
							CHECK 249769 TOTAL:	217.38
249770	09/29/2023	PRTD	102053	JOHNSON & JOHSON LAW FIRM, PLLC	09/15/2023		092923	500.00
							CHECK 249770 TOTAL:	500.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249771	09/29/2023	PRTD	102053	JOHNSON & JOHSON LAW FIRM, PLLC	09/14/2023		092923	75.60
						CHECK	249771 TOTAL:	75.60
249772	09/29/2023	PRTD	102793	JOHNSON & ORR PLLC	09/01/2023		092923	2,870.00
						CHECK	249772 TOTAL:	2,870.00
249773	09/29/2023	PRTD	102791	JOHNSON, FLOYD	09/26/2023		092923	35.48
						CHECK	249773 TOTAL:	35.48
249774	09/29/2023	PRTD	102823	KAMIAKIN APTS	09/21/2023		092923	1,024.00
				KAMIAKIN APTS	09/21/2023		092923	478.00
				KAMIAKIN APTS	09/21/2023		092923	1,304.00
						CHECK	249774 TOTAL:	2,806.00
249775	09/29/2023	PRTD	104935	KBT DISTRIBUTING LLC	09/15/2023		092923	15,663.43
						CHECK	249775 TOTAL:	15,663.43
249776	09/29/2023	PRTD	102836	KENNEWICK IRRIGATION DISTRICT	08/02/2023		092923	25.00
						CHECK	249776 TOTAL:	25.00
249777	09/29/2023	PRTD	105168	KENT MANOR	09/13/2023		092923	1,766.00
						CHECK	249777 TOTAL:	1,766.00
249778	09/29/2023	PRTD	102860	KING COUNTY SHERIFF	09/05/2023		092923	88.00
						CHECK	249778 TOTAL:	88.00
249779	09/29/2023	PRTD	102862	KING, JOSEPH D	09/01/2023		092923	340.00
				KING, JOSEPH D	07/13/2023		092923	1,655.00
						CHECK	249779 TOTAL:	1,995.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249780	09/29/2023	PRTD	102878	KONICA MINOLTA BUSINESS, SOLUTIONS	08/31/2023		092923	296.20
						CHECK	249780 TOTAL:	296.20
249781	09/29/2023	PRTD	105173	L&A GENERAL CONTRUCTION	09/19/2023		092923	450.17
						CHECK	249781 TOTAL:	450.17
249782	09/29/2023	PRTD	105785	LAWSON PRODUCTS INC	08/29/2023		092923	2.70
						CHECK	249782 TOTAL:	2.70
249783	09/29/2023	PRTD	105369	LICIA SHINZATO-FISCHER	09/16/2023		092923	180.00
						CHECK	249783 TOTAL:	180.00
249784	09/29/2023	PRTD	105187	LIFEMED SAFETY INC	08/27/2023		092923	297.48
						CHECK	249784 TOTAL:	297.48
249785	09/29/2023	PRTD	103119	MEADOW PARK APARTMENTS	09/21/2023		092923	955.00
				MEADOW PARK APARTMENTS	09/21/2023		092923	955.00
				MEADOW PARK APARTMENTS	09/21/2023		092923	955.00
						CHECK	249785 TOTAL:	2,865.00
249786	09/29/2023	PRTD	103136	MENCHEL, MD, PLLC	09/13/2023		092923	9,027.71
						CHECK	249786 TOTAL:	9,027.71
249787	09/29/2023	PRTD	100299	METZ COMMUNITY & RV LLC	09/22/2023		092923	1,190.00
						CHECK	249787 TOTAL:	1,190.00
249788	09/29/2023	PRTD	103175	MINUTEMAN PRESS OF KENNEWICK	09/14/2023		092923	33.25
				MINUTEMAN PRESS OF KENNEWICK	09/15/2023		092923	57.48
						CHECK	249788 TOTAL:	90.73

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249789	09/29/2023	PRTD	103189	MONARCH MACHINE & TOOL CO INC	09/06/2023		092923	148.80
					CHECK		249789 TOTAL:	148.80
249790	09/29/2023	PRTD	104963	MR ROOTER PLUMBING	09/06/2023		092923	3,383.58
					CHECK		249790 TOTAL:	3,383.58
249791	09/29/2023	PRTD	103309	NOMAN, DIANA	09/12/2023		092923	4,850.00
					CHECK		249791 TOTAL:	4,850.00
249792	09/29/2023	PRTD	103376	O L LUTHER CO INC	09/07/2023		092923	377.40
				O L LUTHER CO INC	09/11/2023		092923	368.93
					CHECK		249792 TOTAL:	746.33
249793	09/29/2023	PRTD	999999	Chelsea White	09/14/2023		092923	3,000.00
					CHECK		249793 TOTAL:	3,000.00
249794	09/29/2023	PRTD	105683	PACIFIC NORTHWEST LEGAL SUPPORT	08/25/2023		092923	27.18
				PACIFIC NORTHWEST LEGAL SUPPORT	08/30/2023		092923	61.18
					CHECK		249794 TOTAL:	88.36
249795	09/29/2023	PRTD	103469	PACIFIC OFFICE AUTOMATION, INC	09/12/2023		092923	171.12
				PACIFIC OFFICE AUTOMATION, INC	08/22/2023		092923	340.01
				PACIFIC OFFICE AUTOMATION, INC	08/21/2023		092923	12.26
				PACIFIC OFFICE AUTOMATION, INC	08/21/2023		092923	118.30
				PACIFIC OFFICE AUTOMATION, INC	09/12/2023		092923	340.01
					CHECK		249795 TOTAL:	981.70
249796	09/29/2023	PRTD	103469	PACIFIC OFFICE AUTOMATION, INC	09/04/2023		092923	96.27

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249796 TOTAL:	96.27
249797	09/29/2023	PRTD	103483	PAPE' MACHINERY, INC	08/28/2023		092923	131.80
						CHECK	249797 TOTAL:	131.80
249798	09/29/2023	PRTD	103500	PASCO TIRE FACTORY, INC	09/08/2023		092923	786.13
				PASCO TIRE FACTORY, INC	07/21/2023		092923	2,360.39
				PASCO TIRE FACTORY, INC	07/21/2023		092923	1,395.88
						CHECK	249798 TOTAL:	4,542.40
249799	09/29/2023	PRTD	103526	PENSER NORTHAMERICA, INC.	09/30/2023		092923	2,590.00
						CHECK	249799 TOTAL:	2,590.00
249800	09/29/2023	PRTD	100835	PRONTO PROCESS SERVICE	08/29/2023		092923	45.00
				PRONTO PROCESS SERVICE	08/28/2023		092923	25.00
				PRONTO PROCESS SERVICE	08/28/2023		092923	35.00
				PRONTO PROCESS SERVICE	08/28/2023		092923	40.00
						CHECK	249800 TOTAL:	145.00
249801	09/29/2023	PRTD	103686	RAMON, BERTHA	09/15/2023		092923	9,750.00
						CHECK	249801 TOTAL:	9,750.00
249802	09/29/2023	PRTD	103735	RESPONDING TO AUTISM SERVICES , INC	09/27/2023		092923	49,707.46
						CHECK	249802 TOTAL:	49,707.46
249803	09/29/2023	PRTD	103755	RICOH USA, INC	08/07/2023		092923	952.12
				RICOH USA, INC	09/06/2023		092923	237.59
				RICOH USA, INC	09/01/2023		092923	999.16
				RICOH USA, INC	09/01/2023		092923	155.91
				RICOH USA, INC	09/12/2023		092923	651.64

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				RICOH USA, INC	07/07/2023		092923	52.68
				RICOH USA, INC	08/09/2023		092923	52.68
				RICOH USA, INC	09/08/2023		092923	52.68
				RICOH USA, INC	09/01/2023		092923	11.53
				RICOH USA, INC	09/01/2023		092923	113.80
				RICOH USA, INC	09/08/2023		092923	55.53
						CHECK	249803 TOTAL:	3,335.32
249804	09/29/2023	PRTD	103889	SENSKE LAWN & TREE CARE INC	09/21/2023		092923	286.42
						CHECK	249804 TOTAL:	286.42
249805	09/29/2023	PRTD	105130	SOFTREE TECHNICAL SYSTEMS INC	08/11/2023		092923	1,485.00
						CHECK	249805 TOTAL:	1,485.00
249806	09/29/2023	PRTD	103909	STARLITE MOTEL	09/25/2023		092923	950.00
				STARLITE MOTEL	09/25/2023		092923	950.00
				STARLITE MOTEL	09/25/2023		092923	950.00
				STARLITE MOTEL	09/27/2023		092923	950.00
						CHECK	249806 TOTAL:	3,800.00
249807	09/29/2023	PRTD	104038	STATE AUDITOR, LEGISLATIVE BUILDING	09/12/2023		092923	64.05
						CHECK	249807 TOTAL:	64.05
249808	09/29/2023	PRTD	104051	STEPHENSON COMPUTER CONSULTING, INC	09/11/2023		092923	360.00
						CHECK	249808 TOTAL:	360.00
249809	09/29/2023	PRTD	105580	SUPERIOR TREE SERVICE LLC	09/25/2023		092923	2,908.00
						CHECK	249809 TOTAL:	2,908.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
249810	09/29/2023	PRTD	104093	SUPPORT, ADVOCACY AND	09/15/2023		092923	1,000.00
				SUPPORT, ADVOCACY AND	08/31/2023		092923	777.08
				SUPPORT, ADVOCACY AND	08/25/2023		092923	1,000.00
					CHECK		249810 TOTAL:	2,777.08
249811	09/29/2023	PRTD	104116	TAHITIAN MOTOR INN	09/18/2023		092923	1,000.48
					CHECK		249811 TOTAL:	1,000.48
249812	09/29/2023	PRTD	105793	THE HARPER ON HOOD	09/25/2023		092923	945.00
					CHECK		249812 TOTAL:	945.00
249813	09/29/2023	PRTD	105606	THE MANAGEMENT GROUP INC	09/26/2023		092923	1,200.00
				THE MANAGEMENT GROUP INC	09/26/2023		092923	703.90
				THE MANAGEMENT GROUP INC	09/26/2023		092923	160.00
				THE MANAGEMENT GROUP INC	09/26/2023		092923	1,200.00
					CHECK		249813 TOTAL:	3,263.90
249814	09/29/2023	PRTD	104158	THOMSON REUTERS	09/04/2023		092923	809.97
					CHECK		249814 TOTAL:	809.97
249815	09/29/2023	PRTD	105857	TJSAB LLC	09/01/2023		092923	955.00
				TJSAB LLC	09/01/2023		092923	292.50
				TJSAB LLC	09/01/2023		092923	955.00
				TJSAB LLC	09/01/2023		092923	97.50
				TJSAB LLC	09/01/2023		092923	955.00
					CHECK		249815 TOTAL:	3,255.00
249816	09/29/2023	PRTD	103797	TRI LINGUA INTERPRETING	09/13/2023		092923	300.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	249816 TOTAL:	300.00
249817	09/29/2023	PRTD	104202	TRI-CITY AREA CHAMBER OF COMM.	09/08/2023		092923	13,893.49
						CHECK	249817 TOTAL:	13,893.49
249818	09/29/2023	PRTD	104257	TYLER TECHNOLOGIES, INC	05/01/2023		092923	9,615.01
						CHECK	249818 TOTAL:	9,615.01
249819	09/29/2023	PRTD	101271	VICS AUTO AND SUPPLY, NAPA	08/30/2023		092923	11.83
				VICS AUTO AND SUPPLY, NAPA	09/05/2023		092923	35.94
				VICS AUTO AND SUPPLY, NAPA	09/06/2023		092923	6.52
				VICS AUTO AND SUPPLY, NAPA	09/06/2023		092923	40.00
						CHECK	249819 TOTAL:	94.29
249820	09/29/2023	PRTD	104229	VISIT TRI-CITIES	08/15/2023		092923	1,250.00
						CHECK	249820 TOTAL:	1,250.00
249821	09/29/2023	PRTD	101187	WILDFLOWER KENNEWICK 127, LLC	09/14/2023		092923	1,290.00
						CHECK	249821 TOTAL:	1,290.00
249822	09/29/2023	PRTD	104566	WINCO FOODS, LLC	09/20/2023		092923	134.88
				WINCO FOODS, LLC	09/20/2023		092923	60.00
				WINCO FOODS, LLC	09/20/2023		092923	100.00
				WINCO FOODS, LLC	09/20/2023		092923	23.51
				WINCO FOODS, LLC	09/20/2023		092923	100.00
				WINCO FOODS, LLC	09/20/2023		092923	131.65
				WINCO FOODS, LLC	09/20/2023		092923	300.00
				WINCO FOODS, LLC	09/20/2023		092923	180.51
				WINCO FOODS, LLC	09/20/2023		092923	200.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				WINCO FOODS, LLC	09/20/2023		092923	294.49
				WINCO FOODS, LLC	09/20/2023		092923	300.00
				WINCO FOODS, LLC	09/20/2023		092923	249.62
				WINCO FOODS, LLC	09/20/2023		092923	168.96
				WINCO FOODS, LLC	09/20/2023		092923	300.00
						CHECK	249822 TOTAL:	2,543.62
249823	09/29/2023	PRTD	104569	WINCO FOODS, LLC	09/20/2023		092923	196.85
				WINCO FOODS, LLC	09/20/2023		092923	150.00
				WINCO FOODS, LLC	09/20/2023		092923	128.61
				WINCO FOODS, LLC	09/20/2023		092923	50.00
				WINCO FOODS, LLC	09/20/2023		092923	198.17
				WINCO FOODS, LLC	09/20/2023		092923	198.38
				WINCO FOODS, LLC	09/20/2023		092923	100.00
				WINCO FOODS, LLC	09/20/2023		092923	108.38
				WINCO FOODS, LLC	09/20/2023		092923	200.00
				WINCO FOODS, LLC	09/20/2023		092923	281.35
				WINCO FOODS, LLC	09/20/2023		092923	135.95
				WINCO FOODS, LLC	09/20/2023		092923	175.00
				WINCO FOODS, LLC	09/20/2023		092923	250.00
				WINCO FOODS, LLC	09/20/2023		092923	200.00
				WINCO FOODS, LLC	09/20/2023		092923	124.56
				WINCO FOODS, LLC	09/20/2023		092923	98.61
				WINCO FOODS, LLC	09/20/2023		092923	45.48
				WINCO FOODS, LLC	09/20/2023		092923	149.29
				WINCO FOODS, LLC	09/20/2023		092923	97.45
				WINCO FOODS, LLC	09/20/2023		092923	100.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
			WINCO FOODS, LLC	09/20/2023		092923	99.52
			WINCO FOODS, LLC	09/20/2023		092923	30.00
					CHECK	249823 TOTAL:	3,117.60

NUMBER OF CHECKS 93 *** CASH ACCOUNT TOTAL *** 1,102,791.95

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	93	1,102,791.95

*** GRAND TOTAL *** 1,102,791.95

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 9 4885									
APP HS850000-21340					Vouchers Payable			103,722.68	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				1,102,791.95
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			83,063.81	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			8,054.29	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP HH850000-21340					Vouchers Payable			58,370.44	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP PD850000-21340					Vouchers Payable			8,935.00	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			55,478.94	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			43,017.33	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			193.94	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			362.06	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP RC850000-21340					Vouchers Payable			704,359.06	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			28,837.31	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			23.76	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			3,367.95	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			671.42	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			378.24	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			2,590.00	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			115.72	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			1,250.00	
09/29/2023	092923	092923			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,102,791.95	1,102,791.95
APP 99900000-81080					Due To Human Services			103,722.68	
09/29/2023	092923	092923							
APP HS810000-11110					Cash Equity				103,722.68
09/29/2023	092923	092923							
APP 99900000-80010					Due To General Fund			83,063.81	

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
	09/29/2023	092923	092923							
APP GF001000-11110	09/29/2023	092923	092923			Cash Equity				83,063.81
APP 99900000-81040	09/29/2023	092923	092923			Due To Veterans Assistance Fnd			8,054.29	
APP VA810000-11110	09/29/2023	092923	092923			Cash Equity				8,054.29
APP 99900000-81540	09/29/2023	092923	092923			Due To Homeless Hsng & Assistn			58,370.44	
APP HH810000-11110	09/29/2023	092923	092923			Cash Equity				58,370.44
APP 99900000-81100	09/29/2023	092923	092923			Due To Park Development			8,935.00	
APP PD810000-11110	09/29/2023	092923	092923			Cash Equity				8,935.00
APP 99900000-85020	09/29/2023	092923	092923			Due To Central Services			55,478.94	
APP IT810000-11110	09/29/2023	092923	092923			Cash Equity				55,478.94
APP 99900000-81010	09/29/2023	092923	092923			Due To County Road			43,017.33	
APP RD810000-11110	09/29/2023	092923	092923			Cash Equity				43,017.33
APP 99900000-81550	09/29/2023	092923	092923			Due To Solid Waste Collection			193.94	
APP SW810000-11110	09/29/2023	092923	092923			Cash Equity				193.94
APP 99900000-81600	09/29/2023	092923	092923			Due To Behavioral Health			362.06	
APP BHF81000-11110	09/29/2023	092923	092923			Cash Equity				362.06
APP 99900000-81440	09/29/2023	092923	092923			Due To Rural County Capital Fd			704,359.06	
APP RC810000-11110	09/29/2023	092923	092923			Cash Equity				704,359.06
APP 99900000-85010	09/29/2023	092923	092923			Due To Equipment Rental & Rev			28,837.31	
APP ER810000-11110	09/29/2023	092923	092923			Cash Equity				28,837.31
APP 99900000-81110	09/29/2023	092923	092923			Due To Election Reserve			23.76	
APP EL100000-11110	09/29/2023	092923	092923			Cash Equity				23.76
APP 99900000-81480	09/29/2023	092923	092923			Due To Public Safety Tax Fund			3,367.95	
APP PS810000-11110	09/29/2023	092923	092923			Cash Equity				3,367.95
APP 99900000-81150	09/29/2023	092923	092923			Due To Juvenile Center			671.42	

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 JC810000-11110 09/29/2023	092923	092923			Cash Equity				671.42
APP 99900000-85040 09/29/2023	092923	092923			Due To Insurance Management			378.24	
APP IM810000-11110 09/29/2023	092923	092923			Cash Equity				378.24
APP 99900000-85030 09/29/2023	092923	092923			Due To Workmens Compensation			2,590.00	
APP WC810000-11110 09/29/2023	092923	092923			Cash Equity				2,590.00
APP 99900000-81490 09/29/2023	092923	092923			Due To Protective Insp Srvs Fd			115.72	
APP BU810000-11110 09/29/2023	092923	092923			Cash Equity				115.72
APP 99900000-81350 09/29/2023	092923	092923			Due To Sustainable Development			1,250.00	
APP SD810000-11110 09/29/2023	092923	092923			Cash Equity				1,250.00
					SYSTEM GENERATED ENTRIES TOTAL			1,102,791.95	1,102,791.95
					JOURNAL 2023/09/4885 TOTAL			2,205,583.90	2,205,583.90

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	4885	09/29/2023			
GF001000-11110				Cash Equity			83,063.81
GF005000-21340				Vouchers Payable		83,063.81	
					FUND TOTAL	83,063.81	83,063.81
1010 County Road	2023	9	4885	09/29/2023			
RD810000-11110				Cash Equity			43,017.33
RD850000-21340				Vouchers Payable		43,017.33	
					FUND TOTAL	43,017.33	43,017.33
1040 Veterans Assistance Fund	2023	9	4885	09/29/2023			
VA810000-11110				Cash Equity			8,054.29
VA850000-21340				Vouchers Payable		8,054.29	
					FUND TOTAL	8,054.29	8,054.29
1080 Human Services	2023	9	4885	09/29/2023			
HS810000-11110				Cash Equity			103,722.68
HS850000-21340				Vouchers Payable		103,722.68	
					FUND TOTAL	103,722.68	103,722.68
1100 Park Development	2023	9	4885	09/29/2023			
PD810000-11110				Cash Equity			8,935.00
PD850000-21340				Vouchers Payable		8,935.00	
					FUND TOTAL	8,935.00	8,935.00
1110 Election Reserve	2023	9	4885	09/29/2023			
EL100000-11110				Cash Equity			23.76
EL500000-21340				Vouchers Payable		23.76	
					FUND TOTAL	23.76	23.76
1150 Juvenile Center	2023	9	4885	09/29/2023			
JC810000-11110				Cash Equity			671.42
JC850000-21340				Vouchers Payable		671.42	
					FUND TOTAL	671.42	671.42
1350 Sustainable Development	2023	9	4885	09/29/2023			
SD810000-11110				Cash Equity			1,250.00
SD850000-21340				Vouchers Payable		1,250.00	
					FUND TOTAL	1,250.00	1,250.00
1440 Rural County Capital Fund	2023	9	4885	09/29/2023			

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
RC810000-11110				Cash Equity			704,359.06
RC850000-21340				Vouchers Payable		704,359.06	
					FUND TOTAL	704,359.06	704,359.06
1480 Public Safety Tax Fund	2023	9	4885	09/29/2023			
PS810000-11110				Cash Equity			3,367.95
PS850000-21340				Vouchers Payable		3,367.95	
					FUND TOTAL	3,367.95	3,367.95
1490 Protective Inspection Srvs Fnd	2023	9	4885	09/29/2023			
BU810000-11110				Cash Equity			115.72
BU850000-21340				Vouchers Payable		115.72	
					FUND TOTAL	115.72	115.72
1540 Homeless Housing And Assistnce	2023	9	4885	09/29/2023			
HH810000-11110				Cash Equity			58,370.44
HH850000-21340				Vouchers Payable		58,370.44	
					FUND TOTAL	58,370.44	58,370.44
1550 Solid Waste Collection Fund	2023	9	4885	09/29/2023			
SW810000-11110				Cash Equity			193.94
SW850000-21340				Vouchers Payable		193.94	
					FUND TOTAL	193.94	193.94
1600 Behavioral Health	2023	9	4885	09/29/2023			
BHF81000-11110				Cash Equity			362.06
BHF85000-21340				Vouchers Payable		362.06	
					FUND TOTAL	362.06	362.06
5010 Equipment Rental & Revolving	2023	9	4885	09/29/2023			
ER810000-11110				Cash Equity			28,837.31
ER850000-21340				Vouchers Payable		28,837.31	
					FUND TOTAL	28,837.31	28,837.31
5020 Central Services	2023	9	4885	09/29/2023			
IT810000-11110				Cash Equity			55,478.94
IT850000-21340				Vouchers Payable		55,478.94	
					FUND TOTAL	55,478.94	55,478.94
5030 Workmens Compensation	2023	9	4885	09/29/2023			
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
5040 Insurance Management	2023	9	4885	09/29/2023			
IM810000-11110					Cash Equity		378.24
IM850000-21340					Vouchers Payable	378.24	
					FUND TOTAL	378.24	378.24
9999 Treasurers Pooled Cash	2023	9	4885	09/29/2023			
99900000-11120					AP Check Claims Clearing		1,102,791.95
99900000-80010					Due To General Fund	83,063.81	
99900000-81010					Due To County Road	43,017.33	
99900000-81040					Due To Veterans Assistance Fnd	8,054.29	
99900000-81080					Due To Human Services	103,722.68	
99900000-81100					Due To Park Development	8,935.00	
99900000-81110					Due To Election Reserve	23.76	
99900000-81150					Due To Juvenile Center	671.42	
99900000-81350					Due To Sustainable Development	1,250.00	
99900000-81440					Due To Rural County Capital Fd	704,359.06	
99900000-81480					Due To Public Safety Tax Fund	3,367.95	
99900000-81490					Due To Protective Insp Srvs Fd	115.72	
99900000-81540					Due To Homeless Hsng & Assistn	58,370.44	
99900000-81550					Due To Solid Waste Collection	193.94	
99900000-81600					Due To Behavioral Health	362.06	
99900000-85010					Due To Equipment Rental & Rev	28,837.31	
99900000-85020					Due To Central Services	55,478.94	
99900000-85030					Due To Workmens Compensation	2,590.00	
99900000-85040					Due To Insurance Management	378.24	
					FUND TOTAL	1,102,791.95	1,102,791.95

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		83,063.81
1010	County Road		43,017.33
1040	Veterans Assistance Fund		8,054.29
1080	Human Services		103,722.68
1100	Park Development		8,935.00
1110	Election Reserve		23.76
1150	Juvenile Center		671.42
1350	Sustainable Development		1,250.00
1440	Rural County Capital Fund		704,359.06
1480	Public Safety Tax Fund		3,367.95
1490	Protective Inspection Srvs Fnd		115.72
1540	Homeless Housing And Assistnce		58,370.44
1550	Solid Waste Collection Fund		193.94
1600	Behavioral Health		362.06
5010	Equipment Rental & Revolving		28,837.31
5020	Central Services		55,478.94
5030	Workmens Compensation		2,590.00
5040	Insurance Management		378.24
9999	Treasurers Pooled Cash	1,102,791.95	
	TOTAL	1,102,791.95	1,102,791.95

** 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
1194	09/29/2023	WIRE	101529 B C WORKMANS COMP	09/21/2023			3,326.16
					CHECK	1194 TOTAL:	3,326.16
1195	09/29/2023	WIRE	101046 B C MEALS	09/11/2023			136.95
					CHECK	1195 TOTAL:	136.95
1196	09/29/2023	WIRE	101046 B C MEALS	09/11/2023			136.95
					CHECK	1196 TOTAL:	136.95
1197	09/29/2023	WIRE	101046 B C MEALS	09/11/2023			136.95
					CHECK	1197 TOTAL:	136.95
1198	09/29/2023	WIRE	101046 B C MEALS	09/11/2023			136.95
					CHECK	1198 TOTAL:	136.95
1201	09/29/2023	WIRE	101046 B C MEALS	09/24/2023			257.95
					CHECK	1201 TOTAL:	257.95
1202	09/29/2023	WIRE	101046 B C MEALS	09/20/2023			139.95
					CHECK	1202 TOTAL:	139.95
1203	09/29/2023	WIRE	101046 B C MEALS	09/20/2023			48.95
					CHECK	1203 TOTAL:	48.95
1204	09/29/2023	WIRE	101046 B C MEALS	09/20/2023			298.95
					CHECK	1204 TOTAL:	298.95
1208	09/29/2023	WIRE	101046 B C MEALS	09/22/2023			96.95
					CHECK	1208 TOTAL:	96.95

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
1214	09/29/2023	WIRE	101046 B C MEALS	09/20/2023			38.95
					CHECK	1214 TOTAL:	38.95
1215	09/29/2023	WIRE	101046 B C MEALS	09/20/2023			38.95
					CHECK	1215 TOTAL:	38.95

NUMBER OF CHECKS 12 *** CASH ACCOUNT TOTAL *** 4,794.61

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	12	4,794.61

*** GRAND TOTAL *** 4,794.61

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 9 4886					
APP WC850000-21340	Vouchers Payable			3,326.16	
09/29/2023 CASH DISB 092923	AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100	Main Checking				4,794.61
09/29/2023 CASH DISB 092923	AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340	Vouchers Payable			547.80	
09/29/2023 CASH DISB 092923	AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340	Vouchers Payable			731.75	
09/29/2023 CASH DISB 092923	AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340	Vouchers Payable			188.90	
09/29/2023 CASH DISB 092923	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			4,794.61	4,794.61
APP 99900000-85030	Due To Workmens Compensation			3,326.16	
09/29/2023 CASH DISB 092923					
APP WC810000-11110	Cash Equity				3,326.16
09/29/2023 CASH DISB 092923					
APP 99900000-83050	Due To Capital Projects			547.80	
09/29/2023 CASH DISB 092923					
APP CP810000-11110	Cash Equity				547.80
09/29/2023 CASH DISB 092923					
APP 99900000-80010	Due To General Fund			731.75	
09/29/2023 CASH DISB 092923					
APP GF001000-11110	Cash Equity				731.75
09/29/2023 CASH DISB 092923					
APP 99900000-81150	Due To Juvenile Center			188.90	
09/29/2023 CASH DISB 092923					
APP JC810000-11110	Cash Equity				188.90
09/29/2023 CASH DISB 092923					
	SYSTEM GENERATED ENTRIES TOTAL			4,794.61	4,794.61
	JOURNAL 2023/09/4886 TOTAL			9,589.22	9,589.22

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	4886	09/29/2023			
GF001000-11110				Cash Equity			731.75
GF005000-21340				Vouchers Payable		731.75	
					FUND TOTAL	731.75	731.75
1150 Juvenile Center	2023	9	4886	09/29/2023			
JC810000-11110				Cash Equity			188.90
JC850000-21340				Vouchers Payable		188.90	
					FUND TOTAL	188.90	188.90
3050 Capital Projects	2023	9	4886	09/29/2023			
CP810000-11110				Cash Equity			547.80
CP850000-21340				Vouchers Payable		547.80	
					FUND TOTAL	547.80	547.80
5030 Workmens Compensation	2023	9	4886	09/29/2023			
WC810000-11110				Cash Equity			3,326.16
WC850000-21340				Vouchers Payable		3,326.16	
					FUND TOTAL	3,326.16	3,326.16
9999 Treasurers Pooled Cash	2023	9	4886	09/29/2023			
99900000-11100				Main Checking			4,794.61
99900000-80010				Due To General Fund		731.75	
99900000-81150				Due To Juvenile Center		188.90	
99900000-83050				Due To Capital Projects		547.80	
99900000-85030				Due To Workmens Compensation		3,326.16	
					FUND TOTAL	4,794.61	4,794.61

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		731.75
1150 Juvenile Center		188.90
3050 Capital Projects		547.80
5030 Workmens Compensation		3,326.16
9999 Treasurers Pooled Cash	4,794.61	
TOTAL	4,794.61	4,794.61

** 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
611	09/29/2023	EFT	100088	AJAX LAW FIRM	09/01/2023		092923E	11,400.00
						CHECK	611 TOTAL:	11,400.00
612	09/29/2023	EFT	101382	ARMIJO, ANA	09/01/2023		092923E	6,275.00
						CHECK	612 TOTAL:	6,275.00
613	09/29/2023	EFT	101581	BETANCOURT LAW, PLLC	09/01/2023		092923E	12,116.67
						CHECK	613 TOTAL:	12,116.67
614	09/29/2023	EFT	101721	CANO LAW, PLLC	09/01/2023		092923E	7,300.00
						CHECK	614 TOTAL:	7,300.00
615	09/29/2023	EFT	101729	CARLSON, HEATHER M	09/01/2023		092923E	11,400.00
						CHECK	615 TOTAL:	11,400.00
616	09/29/2023	EFT	101872	COLUMBIA BASIN INTERPRETING, TRANSL	09/01/2023		092923E	4,425.00
						CHECK	616 TOTAL:	4,425.00
617	09/29/2023	EFT	105600	FELSTED LAW FIRM LLC	08/25/2023		092923E	820.00
				FELSTED LAW FIRM LLC	08/25/2023		092923E	1,500.00
				FELSTED LAW FIRM LLC	08/25/2023		092923E	740.00
				FELSTED LAW FIRM LLC	08/25/2023		092923E	340.00
				FELSTED LAW FIRM LLC	08/25/2023		092923E	360.00
				FELSTED LAW FIRM LLC	08/25/2023		092923E	220.00
				FELSTED LAW FIRM LLC	08/25/2023		092923E	220.00
				FELSTED LAW FIRM LLC	08/25/2023		092923E	680.00
				FELSTED LAW FIRM LLC	09/01/2023		092923E	11,400.00
						CHECK	617 TOTAL:	16,280.00

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
618	09/29/2023	EFT	105755	FORTITUDE LAW PLLC	09/01/2023		092923E	12,666.67
						CHECK	618 TOTAL:	12,666.67
619	09/29/2023	EFT	102394	H CHANG LAW OFFICE PLLC	09/01/2023		092923E	2,391.40
						CHECK	619 TOTAL:	2,391.40
620	09/29/2023	EFT	102595	HICKMAN LAW, PLLC	09/01/2023		092923E	6,500.00
						CHECK	620 TOTAL:	6,500.00
621	09/29/2023	EFT	105573	HILDE LAW OFFICE	09/01/2023		092923E	12,666.67
						CHECK	621 TOTAL:	12,666.67
622	09/29/2023	EFT	102656	HUI LAW LLC, RAYMOND HUI	09/01/2023		092923E	7,300.00
						CHECK	622 TOTAL:	7,300.00
623	09/29/2023	EFT	105370	HULTGRENN LAW	09/01/2023		092923E	9,952.44
						CHECK	623 TOTAL:	9,952.44
624	09/29/2023	EFT	102812	K & H INTEGRATED PRINT, SOLUTIONS	09/20/2023		092923E	1,138.02
						CHECK	624 TOTAL:	1,138.02
625	09/29/2023	EFT	102817	KANE LAW PLLC	09/01/2023		092923E	12,666.67
						CHECK	625 TOTAL:	12,666.67
626	09/29/2023	EFT	105456	LANDON LAW PLLC	09/01/2023		092923E	12,116.67
						CHECK	626 TOTAL:	12,116.67
627	09/29/2023	EFT	105758	LAW OFFICE OF KATHERINE BOHNET PLLC	09/01/2023		092923E	12,666.67
						CHECK	627 TOTAL:	12,666.67

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
628	09/29/2023	EFT	102941	LAW OFFICE OF NICHOLAS BLOUNT , PLL	09/01/2023		092923E	12,666.67
						CHECK	628 TOTAL:	12,666.67
629	09/29/2023	EFT	103207	MOSER, ROBERT	09/01/2023		092923E	11,400.00
						CHECK	629 TOTAL:	11,400.00
630	09/29/2023	EFT	103235	NACCARATO, SCOTT	09/01/2023		092923E	7,300.00
						CHECK	630 TOTAL:	7,300.00
631	09/29/2023	EFT	103379	OLDFIELD, KARYN K	09/06/2023		092923E	7,362.50
				OLDFIELD, KARYN K	09/01/2023		092923E	2,200.00
						CHECK	631 TOTAL:	9,562.50
632	09/29/2023	EFT	103875	SCOTT, ERIC	09/01/2023		092923E	3,600.00
						CHECK	632 TOTAL:	3,600.00
633	09/29/2023	EFT	104172	TINDELL, ALAN	09/01/2023		092923E	4,000.00
						CHECK	633 TOTAL:	4,000.00

NUMBER OF CHECKS 23 *** CASH ACCOUNT TOTAL *** 207,791.05

	COUNT	AMOUNT
TOTAL EFT'S	23	207,791.05

*** GRAND TOTAL *** 207,791.05

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 9 4887									
APP PS850000-21340					Vouchers Payable			148,977.19	
09/29/2023 092923E		092923			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				207,791.05
09/29/2023 092923E		092923			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			51,175.84	
09/29/2023 092923E		092923			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			6,500.00	
09/29/2023 092923E		092923			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			1,138.02	
09/29/2023 092923E		092923			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			207,791.05	207,791.05
APP 99900000-81480					Due To Public Safety Tax Fund			148,977.19	
09/29/2023 092923E		092923							
APP PS810000-11110					Cash Equity				148,977.19
09/29/2023 092923E		092923							
APP 99900000-80010					Due To General Fund			51,175.84	
09/29/2023 092923E		092923							
APP GF001000-11110					Cash Equity				51,175.84
09/29/2023 092923E		092923							
APP 99900000-81600					Due To Behavioral Health			6,500.00	
09/29/2023 092923E		092923							
APP BHF81000-11110					Cash Equity				6,500.00
09/29/2023 092923E		092923							
APP 99900000-81110					Due To Election Reserve			1,138.02	
09/29/2023 092923E		092923							
APP EL100000-11110					Cash Equity				1,138.02
09/29/2023 092923E		092923							
					SYSTEM GENERATED ENTRIES TOTAL			207,791.05	207,791.05
					JOURNAL 2023/09/4887 TOTAL			415,582.10	415,582.10

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	4887	09/29/2023			
GF001000-11110				Cash Equity			51,175.84
GF005000-21340				Vouchers Payable		51,175.84	
					FUND TOTAL	51,175.84	51,175.84
1110 Election Reserve	2023	9	4887	09/29/2023			
EL100000-11110				Cash Equity			1,138.02
EL500000-21340				Vouchers Payable		1,138.02	
					FUND TOTAL	1,138.02	1,138.02
1480 Public Safety Tax Fund	2023	9	4887	09/29/2023			
PS810000-11110				Cash Equity			148,977.19
PS850000-21340				Vouchers Payable		148,977.19	
					FUND TOTAL	148,977.19	148,977.19
1600 Behavioral Health	2023	9	4887	09/29/2023			
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	9	4887	09/29/2023			
99900000-11121				AP Wire Clearing			207,791.05
99900000-80010				Due To General Fund		51,175.84	
99900000-81110				Due To Election Reserve		1,138.02	
99900000-81480				Due To Public Safety Tax Fund		148,977.19	
99900000-81600				Due To Behavioral Health		6,500.00	
					FUND TOTAL	207,791.05	207,791.05

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		51,175.84
1110	Election Reserve		1,138.02
1480	Public Safety Tax Fund		148,977.19
1600	Behavioral Health		6,500.00
9999	Treasurers Pooled Cash	207,791.05	
	TOTAL	207,791.05	207,791.05

** 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: 09/29/2023

Transfers # 1221-1222
Total of all Funds: $1,184.77

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

CASH ACCOUNT: 99900000 11124 Federal Tax

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1221	09/29/2023	WIRE	104460	WA ST DEPT OF REVENUE, #035000971	09/22/2023			67.56
							CHECK 1221 TOTAL:	67.56
1222	09/29/2023	WIRE	104460	WA ST DEPT OF REVENUE, #035000971	09/29/2023			1,117.21
							CHECK 1222 TOTAL:	1,117.21
				NUMBER OF CHECKS 2			*** CASH ACCOUNT TOTAL ***	1,184.77

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	2	1,184.77

*** GRAND TOTAL *** 1,184.77

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 9 5300									
APP GF005000-21340					Vouchers Payable			610.81	
09/29/2023	CASH DISB	092923			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124					Federal Tax				1,184.77
09/29/2023	CASH DISB	092923			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			4.58	
09/29/2023	CASH DISB	092923			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			25.88	
09/29/2023	CASH DISB	092923			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			500.47	
09/29/2023	CASH DISB	092923			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			5.13	
09/29/2023	CASH DISB	092923			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			37.90	
09/29/2023	CASH DISB	092923			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,184.77	1,184.77
APP 99900000-80010					Due To General Fund			610.81	
09/29/2023	CASH DISB	092923							
APP GF001000-11110					Cash Equity				610.81
09/29/2023	CASH DISB	092923							
APP 99900000-85010					Due To Equipment Rental & Rev			4.58	
09/29/2023	CASH DISB	092923							
APP ER810000-11110					Cash Equity				4.58
09/29/2023	CASH DISB	092923							
APP 99900000-85040					Due To Insurance Management			25.88	
09/29/2023	CASH DISB	092923							
APP IM810000-11110					Cash Equity				25.88
09/29/2023	CASH DISB	092923							
APP 99900000-85020					Due To Central Services			500.47	
09/29/2023	CASH DISB	092923							
APP IT810000-11110					Cash Equity				500.47
09/29/2023	CASH DISB	092923							
APP 99900000-81480					Due To Public Safety Tax Fund			5.13	
09/29/2023	CASH DISB	092923							
APP PS810000-11110					Cash Equity				5.13
09/29/2023	CASH DISB	092923							
APP 99900000-81550					Due To Solid Waste Collection			37.90	
09/29/2023	CASH DISB	092923							
APP SW810000-11110					Cash Equity				37.90
09/29/2023	CASH DISB	092923							
					SYSTEM GENERATED ENTRIES TOTAL			1,184.77	1,184.77
					JOURNAL 2023/09/5300 TOTAL			2,369.54	2,369.54

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2023	9	5300	09/29/2023			
GF001000-11110				Cash Equity			610.81
GF005000-21340				Vouchers Payable		610.81	
					FUND TOTAL	610.81	610.81
1480 Public Safety Tax Fund	2023	9	5300	09/29/2023			
PS810000-11110				Cash Equity			5.13
PS850000-21340				Vouchers Payable		5.13	
					FUND TOTAL	5.13	5.13
1550 Solid Waste Collection Fund	2023	9	5300	09/29/2023			
SW810000-11110				Cash Equity			37.90
SW850000-21340				Vouchers Payable		37.90	
					FUND TOTAL	37.90	37.90
5010 Equipment Rental & Revolving	2023	9	5300	09/29/2023			
ER810000-11110				Cash Equity			4.58
ER850000-21340				Vouchers Payable		4.58	
					FUND TOTAL	4.58	4.58
5020 Central Services	2023	9	5300	09/29/2023			
IT810000-11110				Cash Equity			500.47
IT850000-21340				Vouchers Payable		500.47	
					FUND TOTAL	500.47	500.47
5040 Insurance Management	2023	9	5300	09/29/2023			
IM810000-11110				Cash Equity			25.88
IM850000-21340				Vouchers Payable		25.88	
					FUND TOTAL	25.88	25.88
9999 Treasurers Pooled Cash	2023	9	5300	09/29/2023			
99900000-11124				Federal Tax			1,184.77
99900000-80010				Due To General Fund		610.81	
99900000-81480				Due To Public Safety Tax Fund		5.13	
99900000-81550				Due To Solid Waste Collection		37.90	
99900000-85010				Due To Equipment Rental & Rev		4.58	
99900000-85020				Due To Central Services		500.47	
99900000-85040				Due To Insurance Management		25.88	
					FUND TOTAL	1,184.77	1,184.77

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010 General Fund			610.81
1480 Public Safety Tax Fund			5.13
1550 Solid Waste Collection Fund			37.90
5010 Equipment Rental & Revolving			4.58
5020 Central Services			500.47
5040 Insurance Management			25.88
9999 Treasurers Pooled Cash		1,184.77	
	TOTAL	1,184.77	1,184.77

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023
Subject:	Cancel Stale Dated Warrants
Presenter:	
Prepared By:	Rayce Miller
Reviewed By:	Lorene Roe

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

Type of Agenda Item:	**Type of Action Needed:**	
☒ 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

Pursuant to RCW 36.22.100 "Registered or interest bearing county warrants not presented within one year of the date of their call, and all other county warrants not presented within one year of the date of their issue shall be canceled by the legislative authority of the county and the auditor and treasurer of the county shall cancel all record of such warrants, so as to leave the funds as if such warrants had never been drawn".

Fiscal Impact

Amount: $120,349.88

Funds:	**General Fund**	**0010**
	County Road	**1010**
	Human Services	**1080**
	Juvenile Justice	**1150**
	Public Safety Tax	**1480**
	Homeless Housing	**1540**

Recommendation

Approve the cancellation of stale dated warrants as set forth in RCW 36.22.100

Suggested Motion

Consent Agenda

Brenda Chilton
Rayce Miller

Rayce Miller

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELLATION OF UNCLAIMED WARRANTS AS SET FORTH IN RCW 36.22.100.

WHEREAS, RCW 36.22.100, Cancellation of Unclaimed Warrants, specifies in part "…warrants not presented within one year of the date of their issue shall be cancelled by legislative authority of the county…"; and

WHEREAS, certain warrants have not been presented for payment within one year of the date of their issue, from the following funds:

Name of Fund	Number	Outstanding Balance
General Fund	0010	$25,112.55
County Road	1010	$396.00
Human Services	1080	$87,324.17
Juvenile Justice Center	1150	$314.01
Public Safety Tax	1480	$591.15
Homeless Housing & Assistance	1540	$6,612.00
		TOTAL $120,349.88

BE IT RESOLVED, by the Board of Benton County Commissioners, that all outstanding warrants issued through Accounts Payable on July 1, 2020 thru June 30, 2022, recording and licensing warrants issued on July 1, 2019 thru June 30, 2022 and outstanding warrants issued by Payroll on July 1, 2016 thru June 30, 2022 are hereby canceled. The Auditor and Treasurer of Benton County are instructed to cancel all record of such warrants, so as to leave the funds as though such warrants had never been drawn; and

BE IT FURTHER RESOLVED, the Auditor of Benton County is instructed to exclude outstanding warrants that are redeemed after the preparation, but before the passage of this resolution and all outstanding warrants that are requested in writing by the issuing departments to remain outstanding.

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

L. Roe

Cc: L. Roe, R. Miller

Stale Dated Outstanding Warrants 06/30/2022

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
General Fund			
7/11/2019	12571	DITECH	$2.00
7/26/2019	12614	CORELOGIC	$4.00
7/26/2019	12618	H2 SURVEYING	$10.00
8/21/2019	12624	HANSEN, MCCONNELL & PELLEGRIN	$99.50
4/7/2020	12586	LOANCARE	$20.00
9/18/2020	209876	LOVER, TRUE	$17.01
9/18/2020	209889	MEYER, AMBER	$16.33
9/18/2020	209777	ARMIJO, JASON	$12.88
9/18/2020	209793	BROOKS, BRIANNA	$10.00
9/18/2020	209794	BROOKS, MORGAN	$10.00
9/18/2020	209839	GARCIA, MIGUEL	$14.03
10/23/2020	12650	BB&T	$49.00
1/22/2021	213996	GEISLER, KRISTI	$15.48
1/28/2021	12656	DOVENMUEHLE MTG INC	$72.50
1/28/2021	12658	DOVENMUEHLE MTG INC	$72.50
1/28/2021	12660	DOVENMUEHLE MTG INC	$72.50
1/31/2021	12680	STERLING & FORT MORGAN CREDIT UNION	$6.50
2/19/2021	214833	BRAULT, RYAN SEAN	$77.80
2/19/2021	214888	ROYER, PATRICK DENNIS	$13.43
2/19/2021	214906	WEBER, SASHA KENNEDY	$59.40
4/16/2021	216722	SMITH, AVERY	$12.61
5/14/2021	217552	GRISWOLD, BRANDEN	$17.44
5/14/2021	217554	GUARNERO, KURTIS	$30.64
5/14/2021	217619	NASSIE, AUSTIN	$17.45
5/14/2021	217645	PEREZ, ELIUD	$17.75
5/28/2021	218072	CAMPBELL, ROBERT	$20.46
5/28/2021	218153	ROBBINS, ELVER	$15.16
6/4/2021	218214	AKINS, RAND	$36.14
6/4/2021	218276	FUHRIMAN, ERIC	$34.31
6/4/2021	218338	PLAGER, CHRISTOPHER	$17.96
6/4/2021	218356	SCHMIDT, JOHN	$34.96
6/18/2021	218697	LARSEN, RICHARD	$0.12
6/18/2021	218734	O NIEL, NATHANIEL	$67.28
6/18/2021	218780	ROBBINS, ELVER	$1.14
7/16/2021	219523	MOLL, KEENAN	$16.16
10/29/2021	222910	BARNES, DANIELLE	$40.74
10/29/2021	222937	CARR, JENNIFER	$17.62
10/29/2021	222974	EAGER, GUISLEN	$12.97
10/29/2021	222988	FLIEGER, RYAN	$33.00
10/29/2021	223021	INGERSOLL, JUSTIN	$15.21
10/29/2021	223082	NORDHANS, KYLE	$11.61

Stale Dated Outstanding Warrants 06/30/2022

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
10/29/2021	223109	PETTY, MELISSA	$49.77
10/29/2021	223144	SMILEY, CHARLES	$15.80
11/19/2021	223817	ALVAREZ, BOBBY	$22.58
11/19/2021	223863	GAGLDARI, ANTHONY	$15.47
11/19/2021	223874	HALL, JON	$45.34
11/19/2021	223953	STACE, DELANIE	$27.96
11/19/2021	223965	THIEL, FRANCES	$12.21
11/30/2021	224064	ADAM STILSON	$500.68
11/30/2021	224068	ALYSSA SCOTT	$365.00
11/30/2021	224077	ANTHONY BALLARD	$5.13
11/30/2021	224101	BRENTON MASSEY	$4,006.52
11/30/2021	224115	CHARITY SEITZ	$29.31
11/30/2021	224141	COURTNEY RATSCH	$595.00
11/30/2021	224143	CURTIS DUFFEY	$2,633.65
11/30/2021	224144	CURTIS SMITH	$39.90
11/30/2021	224147	DANIEL HANSFORD	$10.00
11/30/2021	224172	FRANCISCO MAGALLAN	$13.30
11/30/2021	224174	FRANKLIN IVORY	$200.00
11/30/2021	224188	HECTOR FLORES	$61.00
11/30/2021	224199	JADE BOETES	$508.21
11/30/2021	224202	JAMES RICE	$2,357.66
11/30/2021	224208	JAYDE VALENCIA WRIGHT	$0.03
11/30/2021	224220	JONATHAN HAAG	$0.21
11/30/2021	224236	KRISTEN WATT	$350.00
11/30/2021	224262	MICHAEL GOSS	$310.00
11/30/2021	224263	MICHAEL ILER	$42.38
11/30/2021	224296	RANDALL SLEDGE	$43.42
11/30/2021	224318	SARA ALLEN	$181.89
11/30/2021	224323	SHADOW STEARNS	$15.00
11/30/2021	224371	WILLIAM DERRICK	$675.00
11/30/2021	224374	WILSON, MIKE	$14.26
12/3/2021	224457	CASTELLANO, JORDAN	$3.89
12/3/2021	224462	CHACON, CHRISTINA	$18.52
12/3/2021	224533	JONES, SCOTT	$28.63
12/3/2021	224544	KUESPERT, KYLE	$14.52
12/3/2021	224600	PHELPS, LOGAN	$12.81
12/3/2021	224662	VICTORINE, JOSHUA	$19.70
12/3/2021	224672	WELSCH, KRISTOPHER	$18.99
12/22/2021	225376	BERNESKI, LINDSEY	$13.17
12/22/2021	225383	BOCK, CHRISTIAN	$164.06
12/22/2021	225390	BRINKLEY, JAMES	$18.92
12/22/2021	225397	BURNETT, PATRICK	$46.13

Stale Dated Outstanding Warrants 06/30/2022

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
12/22/2021	225901	WILLIAMS, KARI	$13.29
12/22/2021	225908	WOOD, MAX	$19.02
12/22/2021	225654	MC FALL, DEVIN	$42.96
12/22/2021	225657	MCCOY, AMANDA	$11.49
12/22/2021	225783	SANDOVAL, TANYA	$22.20
12/22/2021	225841	SULLIVAN, PAULINE	$12.26
12/22/2021	225429	CLEMENTS, DEVAN	$158.30
12/22/2021	225447	CRISTO CABALLERO	$1,350.00
12/22/2021	225464	DE MERS, STEVEN	$22.24
12/22/2021	225545	HAWKINSON, ADAM	$17.36
12/22/2021	225593	KHABIR, CHANCE	$17.34
12/22/2021	225679	MILLER, NOAH	$18.32
1/14/2022	226502	MCFARLANE, NICHOLE	$12.09
1/14/2022	226565	RIZZO, GREGORY	$19.14
1/14/2022	226455	IRWIN, LESLIE	$13.58
1/14/2022	226457	JAMES DOVE	$13.57
1/21/2022	226945	HERNANDEZ, CARLA	$11.68
1/21/2022	227011	VALLADARES, ISAMEL	$20.64
2/18/2022	227878	BRADLEY, VIRGINIA	$15.64
2/25/2022	228657	STANFORD, DENNIS	$13.56
2/25/2022	228663	STEVENS, BRANDON	$23.06
2/25/2022	228664	STOCKER, ANDREW	$18.23
2/25/2022	228706	WARREN, RUSSELL	$22.72
2/25/2022	228711	WEAVER, COREY	$16.68
2/25/2022	228712	WEAVER, SARA	$1.90
2/25/2022	228717	WILSON, EMILY	$23.05
2/25/2022	228504	FRISTED, BRITTNEY	$21.70
2/25/2022	228507	GOETSCH, TYLER	$17.70
2/25/2022	228527	HOLMBERG, DAVID	$19.54
2/25/2022	228538	JOHNSON, NICHOLAS	$25.33
2/25/2022	228566	MARTY TRINIDAD	$100.00
2/25/2022	228600	OWENS, MICHAEL	$10.00
2/25/2022	228639	ROGERS, LORI	$17.61
3/2/2022	N/A	COCHRAN, JOSHUA	$150.00
3/2/2022	N/A	BALES, KORA	$150.00
3/2/2022	N/A	GOULET, BRANDON	$150.00
3/2/2022	N/A	GUSTIN, RYAN	$113.00
3/2/2022	N/A	KING, JORDAN	$150.00
3/2/2022	N/A	LARIOS, ERIBERTO	$150.00
3/2/2022	N/A	MANSFIELD, STEVE	$134.00
3/2/2022	N/A	RAMOS CALDERON, ANA	$150.00
3/2/2022	N/A	SOTO CORRALES, MARIO	$150.00

Stale Dated Outstanding Warrants 06/30/2022

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
3/2/2022	N/A	STEWART, JONATHAN	$150.00
3/18/2022	229230	DOTSON, DANIEL	$63.81
3/18/2022	229278	HAMMACK, JULIE	$21.58
3/18/2022	229520	THOMAS, MARY	$49.03
3/18/2022	229396	NAVARRETE, CHEYENNE	$14.52
3/18/2022	229409	O'HAIR, CODY	$17.24
3/18/2022	229467	ROBERTS, ASHLEY	$14.52
3/18/2022	229485	SHAWN CAVIN	$4,130.00
3/18/2022	229504	STRONG, JOSEPH	$30.58
4/1/2022	230030	GARCIA, ARIEL	$18.69
4/1/2022	230100	PASLEY, FELICIA	$16.19
4/1/2022	230136	SWARERS, ROSE	$23.21
4/1/2022	230154	WALKER, KRISTIN	$22.00
4/1/2022	230163	WILSON, BOYD	$14.52
4/15/2022	230775	TILLENBURG, CHRISTOPHER	$29.46
4/15/2022	230785	ULVIN, ERRON	$35.90
4/15/2022	230806	WEBER, CIERA	$18.17
4/15/2022	230807	WESTERFIELD, KIRK	$77.32
4/15/2022	230372	ALVAREZ, EFREN	$13.25
4/15/2022	230495	ERWIN, CHANCE	$12.95
4/15/2022	230532	GEHLEN, ANGELA	$63.21
4/15/2022	230533	GEIMER, RAYMOND	$64.44
4/15/2022	230646	MOORE, CHARLES	$36.24
4/15/2022	230722	SAVINO, CARISSA	$38.82
5/13/2022	231859	NESS, TONYA	$17.41
5/13/2022	231860	NORDHAUS, BRIAN	$23.28
5/13/2022	231887	POLLARD, BRIA	$18.94
5/13/2022	231922	SANDERS, GARY	$14.01
5/13/2022	231986	VARGAS, GABRIELA	$17.65
5/13/2022	231653	COBURN, TRICIA	$13.79
5/13/2022	231746	HANSEN, GREGORY	$13.71
5/13/2022	231752	HATLESTAD, RHONDA	$14.57
5/13/2022	231784	JEREME MOORE	$377.01
5/13/2022	231808	KUHN, CHRISTINE	$19.30
5/13/2022	231605	BEAUMIER, GLENN	$14.13
5/20/2022	232253	QUADIENT FINANCE USA INC	$878.42
5/27/2022	232530	INTHAVONG, INTAA	$14.87
5/27/2022	232577	RAD TOWING INC	$298.65
6/17/2022	233191	O'BRIEN, TERRAN	$13.03
6/17/2022	233213	PETERSEN, ABIGAIL	$35.38
6/17/2022	233235	RICHARDS, JACKSON	$42.63
6/17/2022	233291	TOWNSEND, SARA	$16.89

Stale Dated Outstanding Warrants 06/30/2022

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
6/17/2022	233324	WINSLOW, TAMI	$33.86
6/17/2022	232955	BENITEZ, ELIZABETH	$14.73
6/17/2022	232985	CARLSON, KYLYNN	$17.15
6/17/2022	233034	DETLOFF, TYLER	$21.07
6/17/2022	233104	JOHNSON, ANTWAIN	$16.12
6/17/2022	233119	KIMMEL, JOSEPH	$40.32
6/17/2022	233128	LAUDISIO, ETHAN	$14.66
6/17/2022	233063	GEBRETATIOS, NAHOM	$18.49
6/24/2022	233526	ELIO CARCAMO	$26.02
6/24/2022	233577	MICHAEL REEP	$20.00
		General Fund Total	$25,112.55
County Road			
12/22/2021	225737	POSTMASTER	$296.00
2/18/2022	228271	ZAPIEN, OSCAR	$100.00
		County Road Fund Total	$396.00
Human Service Fund			
5/28/2021	218127	MARKANA HOLDINGS, LLC	$439.00
6/18/2021	218835	WASTE MANAGEMENT OF KENNEWICK	$57.95
10/29/2021	222914	BELLAS ADVENTURES LLC	$3,200.00
10/29/2021	223067	MEADOW PARK APARTMENTS	$150.00
11/30/2021	224380	WORD OF MOUTH MINISTIRES	$2,400.00
12/3/2021	224471	COPPER RIDGE APARTMENTS	$35.00
12/17/2021	224951	BELLAS ADVENTURES LLC	$1,600.00
1/21/2022	226885	BREIT SP MF RICHLAND LLC	$13,889.73
1/21/2022	226885	BREIT SP MF RICHLAND LLC	$159.27
1/28/2022	227279	BELLAS ADVENTURES LLC	$1,600.00
1/28/2022	227284	BREIT SP MF RICHLAND LLC	$6,696.00
1/28/2022	227372	OXFORD HOUSE HEAVENS PARK	$315.00
2/18/2022	227860	BELLAS ADVENTURES LLC	$1,600.00
3/18/2022	229418	OXFORD HOUSE HEAVENS PARK	$315.00
3/18/2022	229457	RICHLAND COLONIAL APARTMENTS, LLC	$764.00
3/25/2022	229723	BELLAS ADVENTURES LLC	$1,600.00
3/25/2022	229733	BREIT SP MF RICHLAND LLC	$10,150.00
3/25/2022	229733	BREIT SP MF RICHLAND LLC	$1,345.99
4/1/2022	230061	KENNEWICK HOUSING LLC	$389.00
4/1/2022	230062	KENNEWICK HOUSING LLC	$200.00
4/15/2022	230819	WOLFE, JOSHUA S	$750.00
4/15/2022	230824	WORD OF MOUTH MINISTIRES	$800.00
4/15/2022	230496	ESPINOSA, MARIA	$1,700.00
4/22/2022	231128	OXFORD HOUSE HEAVENS PARK	$315.00
4/22/2022	230979	BELLAS ADVENTURES LLC	$1,600.00
5/13/2022	231919	SAGE CREEK APARTMENTS, LLC	$8,165.00

Stale Dated Outstanding Warrants 06/30/2022

Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
5/13/2022	231621	BREIT SP MF RICHLAND LLC	$8,975.73
5/20/2022	232089	BREIT SP MF RICHLAND LLC	$40.00
5/27/2022	232491	CENTRAL PARK APARTMENTS	$5,350.00
6/17/2022	233245	RPQ DELAWARE LLC	$7,329.00
6/17/2022	233245	RPQ DELAWARE LLC	$193.50
6/17/2022	233279	STERLING PROPERTY	$1,808.00
6/24/2022	233505	COPPER MOUNTAIN APARTMENTS LLC	$3,392.00
		Human Service Fund Totals	$87,324.17
Juvenile Fund			
3/25/2022	229908	WESTERN DETENTION PRODUCTS INC	$264.88
4/7/2022	230280	STANKOVICH, JEFFREY	$49.13
		Juvenile Fund Totals	$314.01
Public Safety Tax Fund			
6/3/2022	232734	TRANSWORLD SYSTEMS INC	$591.15
		Public Safety Tax Fund Totals	$591.15
Homeless Housing Fund			
9/18/2020	209939	RPQ DELAWARE LLC	$1,005.00
3/5/2021	215476	LAKESIDE KENNEWICK LLC	$4,975.00
3/25/2022	229816	KAMIAKIN APTS	$70.00
4/22/2022	231033	DICKINSON, EVAN ANDREW	$417.00
6/3/2022	232689	LAVERDE APARTMENTS	$145.00
		Homeless Housing Fund Totals	$6,612.00
		Grand Total	**$120,349.88**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN GENERAL FUND, FUND NUMBER 0010, DEPARTMENT NUMBER 115 TO 106 & 117.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Non-Departmental to Clerk & Prosecuting Attorney

Dept Nbr: 115 to 106 & 117

Fund Name: General Fund

Fund Nbr: 0010

TRANSFER FROM: 115

TRANSFER TO: 106 & 117

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5116000	54931	Fenced Item Contingency	$32,000
TOTAL			$32,000

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
Clerk - Dept 106			
5123000	54103	Professional Services	$15,000
Prosecuting Attorney - Dept 117			
5153000	54103	Professional Services	$17,000
TOTAL			$32,000

Explanation:

Transfer budget for the close out of the VRS (formerly CI) file storage move to the newly finished file storage area in the Administrative Building basement.

Prepared by: Linda Ivey

Date: 25-Sep-2023

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023
Subject:	Declaration of Surplus Property
Presenter:	N/A
Prepared By:	Nicole Webb, Administrative Assistant
Reviewed By:	

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

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

Summary / Background Information

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

Fiscal Impact

None.

Recommendation

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

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

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

Dated this 10th day of October, 2023.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Attest: …….
Clerk to the Board

Constituting the Board of County Commissioners of Benton County, Washington

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

N. Webb

Attachment A: Surplus

ER&R (Public Surplus Online Auction)

- LOT of backseats
  - 4 Explorer Seats
  - 4 Bench Seats
- Fuel Tank
  Tag: 42-36
- Power Brooms (3)
- Miscellaneous Tools

Commissioners (Public Surplus Online Auction)

- Infinity Series - Foot Control Instrument

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

N. Webb

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023
Subject:	Amending Resolution 2022-755, 60-month Lease Agreement for One Ricoh IM C300F, One IM C2500, Five IM 2500A copiers, and Four Streamline NX Licenses from Ricoh USA, Inc. for the Benton County Superior Court Clerk, Auditor, Voting Center, and ER&R Offices.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement, PA Civil Division

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

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

Summary / Background Information

On October 18, 2022, per Resolution 2022-755, the Board approved a 60-month lease agreement with Ricoh USA, Inc. for one Ricoh M C300F, one IM C2500, five IM 2500A copiers, and four Streamline NX licenses for Benton County Superior Court Clerk, Auditor, Voting Center, and ER&R offices. Upon delivery of four Superior Court Clerk's Ricoh IM 2500A copiers in August of 2023, the Ricoh copiers did not meet the expectations of the Superior Court Clerk. After reviewing several Ricoh models, the Clerk's Office found that the Ricoh IM 8000 copier will meet their office's operational needs. IT has received a quote to remove four IM 2500A copiers and Streamline licenses from the original lease agreement and replace those copiers with four IM 8000 copiers. Cost of each IM 8000 copier includes Streamline licensing.

Fiscal Impact

Amount: **$2,129.07 per month a $1,195.70 per month increase including the IM 8000 $0.0057 B&W per page cost.**

Fund: **Superior Court Clerk and Information Technology 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve an Amendment Lease Agreement with Ricoh USA, Inc. removing four Ricoh IM 2500A copiers, four Streamline licenses, and replace those copiers with four Ricoh IM 8000 copiers.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 2022-755 FOR THE 60-MONTH LEASE AGREEMENT BETWEEN BENTON COUNTY AND RICOH FOR ONE IM C300F, ONE IM C2500, FIVE IM 2500A COPIERS, AND FOUR STREAMLINE NX LICENSES FROM RICOH USA, INC. FOR THE BENTON COUNTY SUPERIOR COURT CLERK, AUDITOR, VOTING CENTER, AND ER&R OFFICES

WHEREAS, per Resolution 2022-755 dated October 18, 2022, the Board of Benton County Commissioners approved a 60-month Lease Agreement between Benton County and Ricoh USA, Inc. for one (1) Ricoh IM C300F, one (1) IM C2500, five (5) IM 2500A copiers, and four (4) Streamline NX licenses for the Benton County Superior Court Clerk, Auditor, Voting Center, and ER&R offices utilizing Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #14602; and

WHEREAS, per the First Lease Agreement, 2022-755, the Superior Court Clerk requested four (4) Ricoh IM 2500A copiers; and

WHEREAS, upon delivery of four Ricoh IM 2500A copiers in August of 2023, the Superior Court Clerk's office found that the IM 2500A copiers do not meet their office's operational needs; and

WHEREAS, a Second Amendment to the Lease Agreement has been prepared to remove four Ricoh IM 2500A copiers, Streamline licenses from the original lease agreement 2022-755 and replace those copiers with four Ricoh IM 8000 copiers which include Streamline licensing; and

WHEREAS, the Purchasing Department has reviewed this purchase and finds it complies with the Procurement, Leasing, and Contracting Policy; and

WHEREAS, the proposed Second Amended Lease Agreement has been reviewed and approved to form by the Prosecuting Attorney's Office, Civil Division and signed by Ricoh USA, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington is hereby authorized to sign the attached Second Amended Lease Agreement between Benton County and Ricoh USA, Inc. utilizing Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #14602; and

BE IT FURTHER RESOLVED, said Second Amended Lease Agreement shall commence upon delivery of equipment and expiring 60 months thereafter for an amount not to exceed $2,129.07 per month, excluding Washington State Sales Tax (WSST) for one (1) Ricoh IM C300F, one (1) Ricoh IM C2500, one (1) Ricoh IM 2500A, and four (4) Ricoh IM 8000 copiers including Streamline NX for the Benton County Superior Court Clerk, Auditor, Voting Center, and ER&R offices; and

BE IT FURTHER RESOLVED, color and black & white (B&W) copier costs shall not exceed the following per copier excluding WSST: IM C2500 – B&W $0.0077 and Color $0.0520 per page, IM 2500A – B&W $0.0082 per page, IM C300F – B&W $0.0121 and Color $0.0631 per page, and IM 8000 – B&W $0.0057 per page; and

Orig: Information Technology
cc: Auditor, Superior Court Clerk

Prepared by: R Heard

BE IT FURTHER RESOLVED, Resolution 2022-755 is hereby amended.

Dated this 10th day of October , 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest:

Clerk of the Board

Orig: Information Technology
cc: Auditor, Superior Court Clerk

Prepared by: R Heard

DocuSign Envelope ID: 9E9322EE-6C73-4251-9C0C-14DA8F6D8892

SECOND AMENDED LEASE AGREEMENT

Benton County, Washington

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

Resolution No. 2022-755, 2022-805, and _____

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

Vendor: Ricoh USA, Inc.
Vendor Code: w19074
Vendor Contact: Carrie Kelley
Vendor Contact Phone: 360.213.6105
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #06619; NASPO Copier & Managed Print Services Contract# 140602.

AGREEMENT: In exchange for the consideration identified herein, the Vendor agrees to remove the equipment identified in the initial Lease Agreement and Amended Lease Agreement and provide the following described office equipment to Benton County under the terms described within this Second Amended Lease Agreement. Further, the parties agree to an extended term and alternate payment requirements as identified herein, which shall take effect upon delivery.

Ship To:	Bill To:
Benton County Prosser Shops, Prosser WA Voting Center, Kennewick, WA Courthouse, Prosser, WA Justice Center, Kennewick WA	Benton County Information Technology 7122 W Okanogan Pl, Suite E Kennewick, WA 99336

Estimated Delivery Date: 10/30/2023

Line/Model	Description	Term	Unit Price	Total Lease Amount
1	Ricoh IM C300F - **Prosser Shop**, ESP XG-PCS-15D	60 Months	51.08	3,064.80
2	Ricoh IM C2500 - **Voting Center**	60 Months	124.80	7,488.00
2a	INTERNAL FINISHER SR3250, POSTSCRIPT3 UNIT TYPE M37	60 Months		-
2b	CABINET TYPE F, ESP XG-PCS-15D	60 Months		-
3	Ricoh IM 2500A - **Courthouse Auditor**	60 Months	89.24	5,354.40
3a	INTERNAL FINISHER SR3250, POSTSCRIPT3 UNIT TYPE M45	60 Months		-
3b	CABINET TYPE F, ESP XG-PCS-15D	60 Months		-
4	Ricoh IM 8000 - **Kennewick Annex Superior Court Clerk**	60 Months	455.96	27,357.60
4a	LCIT RT4080, FINISHER SR4150, XG-PCS	60 Months		-
4b	120/20D RIC AMP SURGE PROTECTOR	60 Months		-
5	Ricoh IM 8000 - **Courthouse Superior Court Clerk**	60 Months	455.96	27,357.60
5a	LCIT RT4080, FINISHER SR4150, XG-PCS	60 Months		-
5b	120/20D RIC AMP SURGE PROTECTOR	60 Months		-
6	Ricoh IM 8000 - **Justice Center Superior Court Clerk**	60 Months	455.96	27,357.60
6a	LCIT RT4080, FINISHER SR4150, XG-PCS	60 Months		-
6b	120/20D RIC AMP SURGE PROTECTOR	60 Months		-
7	Ricoh IM 8000 - **Justice Center Superior Court Clerk**	60 Months	496.07	29,764.20
7a	LCIT RT4080, FINISHER SR4150, FAX OPTION TYPE M44,	60 Months		-
7b	XG-PCS 120/20D RIC AMP SURGE PROTECTOR	60 Months		
8	(4) Streamline NX Licenses	60 Months		
8a	421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONLY INC0YR	60 Months		
8b	421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW ONLY INC0YR	60 Months		
8c	421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 0 POINTS 5 YEARS INC5YR	60 Months		
8d	421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR	60 Months		
8e	421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR	60 Months		
8f	421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR	60 Months		
8g	RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR	60 Months		
8h	PS-TIMERETAINER3-SLNX RICOH PS STREAMLINE NX 3 MONTH DEPLOYMENT RETAINER	60 Months		
		monthly subttl	2,129.07	-
			HANDLING =	-
			SUB TOTAL =	127,744.20
			SALES TAX =	10,986.00
			TOTAL ORDER =	138,730.20

The term of this Second Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $2,129.07 excluding WSST plus B&W charges and Color charges per page, monthly at the rates provided herein payable by the County thirty (30) days upon receipt. Per page charge by model:
IM C2500 - B&W $0.0077 and Color $0.0520 per page
IM 2500A - B&W $0.0082 per page
IM C300F - B&W $0.0121 and Color $0.0631 per page

DocuSign Envelope ID: 9E9322EE-6C73-4251-9C0C-14DA8F6D8892

IM 8000 - B&W $0.0057 per page This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602 In case of conflict, the order of precedence is: 1. The State of Washington Contract No. #06619 NASPO Valuepoint Copiers & Managed Print Services Contract# 140602 2. This Lease Agreement	QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT: Dept Contract: Robert Heard Benton County Information Technology Title: Information Technology Manager Address: 620 Market Street, Prosser, WA 99350 Phone: 509.786.5603 Fax: 509.786.5601

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

Approved as to Form: DocuSigned by: LeeAnn Holt D9A9308B67BB475...
LeeAnn Holt, Deputy Prosecuting Attorney,
Civil Division

(Lease Agreement - Ricoh USA Page 2)

By signing in the space provided, the parties herby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing his Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies constitute the original agreement(s) for all purposes.

Vendor Name (Print): Nathan Buffington Title: District Manager Date: 9/29/2023

Vendor Signature: DocuSigned by: Nathan Buffington 32F1BF70990F4BB...

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Chairman Pro Tem
Benton County
Board of Commissioners: _____ Date: _____

Commissioner
Benton County
Board of Commissioners: _____ Date: _____

Carrie Kelly
Account Manager 2
carrie.kelly@ricoh-usa.com
Ricoh USA
509.222.4606

Thursday, September 21, 2023 Resolution # 2022-755

Subject to NASPO Contract 140602 and State of WA 06619.

****Change order to Resolution No. 2022-755****

Remove the following equipment from Contract 3829051

		Existing payment
Ricoh IM2500A	Serial # 94032103	($89.24)
Ricoh IM2500A	Serial # 94032027	($94.48)
Ricoh IM2500A	Serial # 94032104	($94.48)
Ricoh IM2500A	Serial # 94032028	($94.48)
Streamline NX (4)		($295.57)
	Total:	($668.25)

	Add the following equipment to Contract 3829051	**60 mo. FMV**	**Ext. Monthly Payment**
3	**Ricoh IM 8000** LCIT RT4080 FINISHER SR4150 XG-PCS 120/20D RIC AMP SURGE PROTECTOR *CPC: B&W 0.0057*	$ 455.96	$ 1,367.88
1	**Ricoh IM 8000** LCIT RT4080 FINISHER SR4150 FAX OPTION TYPE M44 XG-PCS 120/20D RIC AMP SURGE PROTECTOR *CPC: B&W 0.0057*	$ 496.07	$ 496.07
4	421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONLY INC0YR		included
4	421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW ONLY INC0YR		included
4	421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 10 POINTS 5 YEARS INC5YR		included
4	421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR		included
4	421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR		included
4	421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR		included
4	RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR		included
40	PS-TIMERETAINER3-SLNX RICOH PS STREAMLINE NX 3 MONTH DEPLOYMENT RETAINER		included
	Lease Total:		$ 1,863.95

Total change in payment: $ 1,195.70

Pricing includes delivery, set-up, training and network installation.
Maintenance contract to include all parts, labor, service and all supplies excluding paper and is billed monthly with no minimum committment:

RESOLUTION 2022 755

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR ONE RICOH IM C300F, ONE IM C2500, FIVE IM 2500A COPIERS, AND FOUR STREAMLINE NX LICENSES FROM RICOH USA, INC. FOR THE BENTON COUNTY SUPERIOR COURT CLERK, AUDITOR, VOTING CENTER, AND ER&R OFFICES

WHEREAS, the Benton County Superior Court Clerk, Auditor, Voting Center, and ER&R offices have asked Information Technology to negotiate new copier leases with Ricoh USA, Inc. for one (1) Ricoh IM C300F, one (1) IM C2500, five (5) IM 2500A copiers and four (4) Streamline NX licenses from Ricoh USA, Inc.; and

WHEREAS, Ricoh, USA, Inc. is an authorized vendor under Washington State Master Agreement #06619, NASPO ValuePoint Copiers & Managed Printer Services Contract #14602; and

WHEREAS, the Benton County Information Technology Department recommends entering a 60-month lease option with Ricoh, USA, Inc. for the following copiers: one (1) IM C300F, one (1) IM C2500, and five IM 2500A; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-233, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services ("DES"); and

WHEREAS, the Purchasing Department has reviewed this lease and found it complies with Procurement, Leasing, and Contracting Policy; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington is hereby authorized to sign the attached Lease Agreement between Benton County and Ricoh USA, Inc. utilizing Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #14602; and

BE IT FURTHER RESOLVED, said lease shall commence upon signature for 60 months at an amount not to exceed $933.37 per month, excluding WSST for one (1) Ricoh IM C300F, one (1) IM C2500, five (5) IM 2500A copiers, and four (4) Streamline NX licenses for Benton County Superior Court Clerk, Auditor, Voting Center, and ER&R offices.

Dated this 18 day of October , 2022

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: Marie Flores
Clerk of the Board

Orig: Information Technology
cc: Auditor, Superior Court Clerk, ER&R

Prepared by: R Heard

DocuSign Envelope ID: B1B5B4BA-954C-4ADD-8D2C-A1E757E438EB

LEASE AGREEMENT

Benton County, Washington

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

Resolution No. 2022-755

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

Vendor: Ricoh USA, Inc.
Vendor Code: w19074
Vendor Contact: Carrie Peniche
Vendor Contact Phone: 360.213.6105
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #06619; NASPO Copier & Managed Print Services Contract# 140602.

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement

Ship To:	Bill To:
Benton County Prosser Shops, Prosser WA Voting Center, Kennewick, WA Courthouse, Prosser, WA Justice Center, Kennewick WA	Benton County Information Technology 7122 W Okanogan Pl, Suite E Kennewick, WA 99336

Estimated Delivery Date: 11/31/2022

Line/Model	Description	Term	Unit Price	Total Lease Amount
1	Ricoh IM C300F - Prosser Shop, ESP XG-PCS-15D	60 Months	51.08	3,064.80
2	Ricoh IM 2500A - Voting Center	60 Months	124.80	7,488.00
2a	INTERNAL FINISHER SR3250, POSTSCRIPT3 UNIT TYPE M37	60 Months		-
2b	CABINET TYPE F, ESP XG-PCS-15D	60 Months		-
3	Ricoh IM 2500A - Courthouse Auditor	60 Months	89.24	5,354.40
3a	INTERNAL FINISHER SR3250, POSTSCRIPT3 UNIT TYPE M45	60 Months		-
3b	CABINET TYPE F, ESP XG-PCS-15D	60 Months		-
4	Ricoh IM 2500A - Kennewick Annex Clerks	60 Months	89.24	5,354.40
4a	INTERNAL FINISHER SR3250, POSTSCRIPT3 UNIT TYPE M45	60 Months		-
4b	CABINET TYPE F, ESP XG-PCS-15D	60 Months		-
5	Ricoh IM 2500A - Courthouse Superior Court Clerk	60 Months	94.48	5,668.80
5a	BRIDGE UNIT BU3090, FINISHER SR3260	60 Months		-
5b	Postscript3 Unit Type M45, Cabinet TYPE F, ESP XG-PCS-15D	60 Months		-
6	Ricoh IM 2500A - Justice Center Superior Court Clerk	60 Months	94.48	5,668.80
6a	BRIDGE UNIT BU3090, FINISHER SR3260	60 Months		-
6b	Postscript3 Unit Type M45, Cabinet TYPE F, ESP XG-PCS-15D	60 Months		-
7	Ricoh IM 2500A - Justice Center Superior Court Clerk	60 Months	94.48	5,668.80
7a	BRIDGE UNIT BU3090, FINISHER SR3260	60 Months		-
7b	Postscript3 Unit Type M45, Cabinet TYPE F, ESP XG-PCS-15D	60 Months		
8	(4) Streamline NX Licenses	60 Months	295.57	
8a	Scan/Capture License, Installation and Deployment	60 Months		
8b	Proxi-Card Reader	60 Months		
		monthly subttl	933.37	-

HANDLING =	-
SUB TOTAL =	38,268.00
SALES TAX =	3,291.05
TOTAL ORDER =	41,559.05

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $933.37 excluding WSST plus B&W charges and Color charges per page, monthly at the rates provided herein payable by the County thirty (30) days upon receipt. Per page charge by model:
IM C2500 - B&W $0.0077 and Color $0.0631 per page
IM 2500A - B&W $0.0082 per page
IM C300F - B&W $0.0121 and Color $0.0631 per page

This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. #06619 NASPO Valuepoint Copiers & Managed Print Services Contract# 140602
2. This Lease Agreement

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept Contract: Robert Heard
Benton County Information Technology
Title: Information Technology Manager
Address: 620 Market Street, Prosser, WA 99350

Phone: 509.786.5603
Fax: 509.786.5601

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

Approved as to Form (Civil Deputy Prosecutor): DocuSigned by: Eric Andrews 10/7/2022

(Lease Agreement - Ricoh USA Page 2)

By signing in the space provided, the parties herby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing his Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies constitute the original agreement(s) for all purposes.

Vendor Name (Print): Carrie Kelly Title: Account Manager 2 Date: 10/7/2022

Vendor Signature: DocuSigned by: Carrie Kelly

Chairman
Benton County
Board of Commissioners: _____ Date: 10-18-22

Member
Benton County
Board of Commissioners: _____ Date: 10-18-22

Member
Benton County
Board of Commissioners: _____ Date: 10-18-22

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023
Subject:	Approving the Purchase of Pure Storage SAN and Subscription, including Professional Services from CompuNet Inc.
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Robert Heard, Procurement Department

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

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

Summary / Background Information

Current county storage area network (SAN) implemented in 2016, which houses all files and data available to all county employees, is reaching its end of life. The county's current SAN is a hybrid storage approach that utilizes a mix of solid-state disks (SSD) and spinning disks but is limited in some of the advanced technologies like deduplication and immutability which other products offer. The last few years, IT has monitored the county's storage capacity as the rate of use of storage has increased significantly. In that time, IT has also been evaluating a replacement SAN that will offer better performance and protect our vital data. Pure Storage is an all-flash based storage solution that provides faster response to access data and has built-in protections for creating secure, immutable snapshot copies that can't be modified even with administrative credentials.

Accessibility and protection of our data is important for all county employees to conduct business. The current hardware has reached its end of life and expanding storage capacity will no longer be an option. Pure Storage offers advanced features like data compression and data reduction to decrease overall storage needed. In addition, Pure Storage leverages immutable snapshots which back up data and helps safeguard the county's data from unauthorized access. Lastly, IT will involve our WA State approved contracted professional services vendor, CompuNet, Inc to make sure that our new SAN is installed and seamlessly integrated into the county's network.

Fiscal Impact

Amount: **$310,000**

Fund: **Information Technology Replacement funds**

Recommendation

Information Technology recommends that the Board approve purchasing new Storage Area Network and Pure Storage subscriptions, from CompuNet, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF PURE STORAGE SAN AND SUBSCRIPTIONS, INCLUDING PROFESSIONAL SERVICES FROM COMPUNET, INC.

WHEREAS, the County's storage area network (SAN) is reaching its end of life since installation in 2016; and

WHEREAS, IT has monitored increased data storage usage by county employees and current SAN will not be expandable if capacity is reached; and

WHEREAS, Pure Storage, Dell, Inc., and NetApp SAN solutions are identified as leaders in the next generation flash-based SAN solutions according to Gartner's Magic Quadrant for Primary Storage; and

WHEREAS, after vetting all three SAN vendors, IT found that Pure Storage SAN will provide the county improved storage performance, seamless integration with currently used products for backups and management and data protection amongst competitors; and

Pure Storage	**Hardware & 3-Year Subscriptions and Licensing**	**$310,000**
NetApp	Hardware & 3-Year Subscriptions and Licensing	$413,100
Dell, Inc.	Hardware & 3-Year Subscriptions and Licensing	$410,000

WHEREAS, Pure Storage SAN is heavily used in the State of Washington and surrounding regions that includes local agencies, school districts, and public utility districts; and

WHEREAS, data communications equipment and professional services needed to replace the county's existing SAN will be purchased from Washington State Department of Enterprise Services Data Communications, NASPO Contract Number 05819 Fulfillment Partner, CompuNet Inc.; and

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with IT's recommendation and approves the purchase of Pure Storage SAN, subscriptions and professional services from CompuNet Inc. in an amount not to exceed $310,000 excluding Washington State Sales Tax (WSST) using Central Services Replacement 2023-2024 budgeted funds; and

BE IT FURTHER RESOLVED, newly purchased Pure Storage SAN will be placed in Central Services Replacement Fund (0132101).

Orig: Information Technology
cc: Auditor

Prepared by A. Garcia

Dated this 10 day of October , 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest:
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by A. Garcia

eQuote

Savings	$220,081.62
Subtotal (1)	**$204,786.38**
Estimated Shipping	$0.00
ecomm_Labels: cart_SalesTax_fee_label	$17,816.41
Total	**$222,602.79**

Details

SAN
Quote number # 3000160973896

Created September 11, 2023
Expires October 11, 2023
Created by
alex.garcia@co.benton.wa.us

Billing

Order contact
Alex Garcia
Contract Code: C000000010849
Customer agreement number:
NASPO MNWNC-108/05815-003
Phone number: (509) 222-2399
Additional::
alex.garcia@co.benton.wa.us

Tax exemption
I am not tax exempt

Shipping

Shipping information
Information Technology Dept
Benton County
7122 W Okanogan Pl, Kennewick, WA, 99336-2359
Phone number: (509) 786-5603
Additional::
CENTRAL.SERVICES@CO.BENTON.WA.US

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total
Dell ME5084 Storage Array	1	$424,868.00	$424,868.00

Discounted unit price: $204,786.38
Contract Code: C000000010849
Estimated Delivery
FREE Standard Delivery to 99336-2359 by
Friday, October 13, 2023

Catalog Number: 84 / amer_me5084_premier_15248

Category	Description	Code	SKU	ID
Base	Dell ME5084 Storage Array	G1U5EJM	[210-BBSE]	1
Controller Cards	12Gb SAS 8 Port Dual 5U Controller	GUI7V6H	[403-BCPX]	1535
Hard Drives	(56) 3.84TB SSD SAS ISE, Read Intensive, up to 24Gbps 512e 2.5in Hot-Plug, AG Drive	GZQTEI3	[345-BEMJ]	1570
Rack Rails	Rack Rails 5U	GZH07CV	[770-BCVH]	1610
Power Supply	Power Supply, 2200W, Redundant, WW	GVAB7NE	[450-ALXP]	1620
Power Cords	C19-C20, PDU Style, 2.5 meter Power Cord, Qty 2	GLE6NPX	[450-AEJI] [450-AEJI]	1621
Regulatory	Dell PowerVault ME Series 5U-84, CE Marking	GZBFMW5	[389-EERR]	1507
Shipping	Dell ME5084 Shipping	GJDPHR1	[340-DCFX]	1500
Hardware Support Services	3 Years ProSupport Mission Critical 4-Hour Onsite Service	GXTD0ZA	[871-8133] [871-8139] [871-8140] [989-3439]	29
Deployment Services	ProDeploy Dell EMC Storage ME 5xxx 5U	GJXAC45	[871-8200]	714

Premier discount -$220,081.62

Item total: $204,786.38

Savings: $220,081.62

Subtotal (1): $204,786.38

Savings	$220,081.62

Subtotal (1)	**$204,786.38**
Estimated Shipping	$0.00
ecomm_Labels: cart_SalesTax_fee_label	$17,816.41
Total	**$222,602.79**

Account Account
Your Profile
Dell Contacts
Address Book
Your Products Your Products About Dell About Dell
Quotes Dell Technologies
Sales Quotes
Systems
Peripherals
Copyright © 2023 Dell Inc. Legal & Regulatory Terms of Sale Privacy Statement
Do Not Sell or Share My Personal Information Accessibility Anti-Slavery & Human Trafficking

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit.^ Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.–Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. Orders with Custom Factory Integration might require additional processing time.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either $20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

**Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee (“DFS”) for qualified customers. Offers may not be available or may vary in certain countries. Where available offers may be changed without notice and are subject to product availability, applicable law, credit approval, documentation provided by and acceptable to DFS and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell Technologies and the Dell Technologies logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

[1]Subject to applicable law and regulations. ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.

Marilynne Schott
509-795-8275
mschott@compunet.biz
Quote #: MJS221857

Pure Storage C50//288TB & X20//22TB 3yr Gold – EXPIRES Oct. 31st 2023

Contract Information
WA, NASPO, MNWNC-125 05815-019

Quote Information:

Quote #: MJS221857

Version: 1
Quote Date: 09/26/2023
Expiration Date: 10/31/2023

Prepared for:

Benton County

Robert Heard
5097373529
Robert.Heard@co.benton.wa.us

Bill To:

Benton County

Accounts Payable
P.O. Box 608

Prosser, WA 99350
Central.Services@co.benton.wa.us

Ship To:

Benton County

Robert Heard
Courthouse 2nd Floor
620 Market Street
Prosser, WA 99350

Pure Storage X20R4

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
FA-X20R4-ETH-22TB-10x2.2TB	Pure Storage FlashArray X20R4-ETH-22TB-10x2.2TB	1	$164,070.00	$46,513.84	$46,513.84
FA-X20R4-22TB, 1MO,ADV,FVR	FA-X20R4- 22TB 1 Month Evergreen Forever Subscription, NBD Delivery, 24/7 Support	36	$1,239.00	$1,115.10	$40,143.60
				Subtotal:	**$86,657.44**

Pure Storage C50R4

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
FA-C50R4-ETH-240TB-10x24TB	Pure Storage FlashArray C50R4-ETH-240TB -10x24TB	1	$369,000.00	$104,611.50	$104,611.50
FA-C50R4-240TB, 1MO,ADV,FVR	FA-C50R4- 240TB 1 Month Evergreen Forever Subscription, NBD Delivery, 24/7 Support	36	$2,259.00	$2,033.10	$73,191.60
DFMc-DP-48TB-2x24TB	Pure Storage FlashArray DFMc Datapack 48TB-2x24TB	1	$79,200.00	$22,453.20	$22,453.20
DFMc-DP-48TB, 1MO,ADV,FVR	FMc-DP 48TB 1 Month Evergreen Forever Subscription, NBD Delivery, 24/7 Support	36	$396.00	$356.40	$12,830.40
				Subtotal:	**$213,086.70**

Marilynne Schott
509-795-8275
mschott@compunet.biz
Quote #: MJS221857

Pro-Services Installation Services

Product Details		Qty	Price	Ext. Price
CNet FF - Installation	CompuNet Installation & Configuration	1	$8,500.00	$8,500.00
CNet FF - Installation	CompuNet Physical Server Data Migration	1	$1,200.00	$1,200.00
			Subtotal:	**$9,700.00**

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	$0.00	$0.00

Quote Summary

Description	Amount
Pure Storage X20R4	$86,657.44
Pure Storage C50R4	$213,086.70
Pro-Services Installation Services	$9,700.00
Total:	$309,444.14

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed **here**, provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

Marilynne Schott
509-795-8275
mschott@compunet.biz
Quote #: MJS221857

Benton County

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

Mark Friedman
509-795-8276
mfriedman@compunet.biz
Quote #: MF220011

NetApp C250 – 3yr Support

Quote Information:

Quote #: MF220011

Version: 1
Quote Date: 08/29/2023
Expiration Date: 09/27/2023

Prepared for:

Benton County

Robert Heard
5097373529
Robert.Heard@co.benton.wa.us

Bill To:

Benton County

Accounts Payable
P.O. Box 608

Prosser, WA 99350
Central.Services@co.benton.wa.us

Ship To:

Benton County

Robert Heard
Courthouse 2nd Floor
620 Market Street
Prosser, WA 99350

Justice Center

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
AFF-C250	AFF-C250,MODEL	1	$0.00	$0.00	$0.00
AFF-C250A-001	AFF C250 HA SYSTEM	2	$8,734.44	$3,219.64	$6,439.28
X6566B-2-N-C	CABLE,DIRECT ATTACH CU SFP+ 10G,2M,-C	8	$0.00	$0.00	$0.00
X66240A-05-N-C	CABLE,25GBE,SFP28-SFP28,CU,0.5M,-C	2	$0.00	$0.00	$0.00
X1152-N-C	MEZZANINE 4-PORT 25GBE,-C	2	$6,875.06	$2,534.24	$5,068.48
X5532A-N-C	RAIL,4-POST,THIN,RND/SQ-HOLE,SM,ADJ,24-3	1	$0.00	$0.00	$0.00
DOC-AFF-C250-C	DOCUMENTS,AFF-C250,-C	1	$0.00	$0.00	$0.00
DATA-AT-REST-ENCRYPTION	DATA AT REST ENCRYPTION CAPABLE OPERATIN	2	$0.00	$0.00	$0.00
X737A-C	POWER SUPPLY,1600W,-C	2	$0.00	$0.00	$0.00
X800-42U-R6-C	JUMPER CRD,IN-CAB,C13-C14,-C	2	$0.00	$0.00	$0.00
SW-ONTAPO-CF-C02-C	SW,ONTAP ONE PACKAGE,PER-0.1TB,CF,C02,-C	3366	$56.17	$20.71	$69,709.86
CS-G1C-SE-ADVISOR	CS-G1C-SE-ADVISOR	1	$58,880.86	$44,254.85	$44,254.85
CS-4HR-REPLACEMENT-C	4HR PARTS REPLACEMENT	1	$11,776.16	$8,850.96	$8,850.96
CS-ADVISOR-PLUS2-C	ADVISOR PLUS FOR SINGLE CONTROLLER	1	$18,000.00	$13,528.80	$13,528.80

Mark Friedman
509-795-8276
mfriedman@compunet.biz
Quote #: MF220011

Justice Center

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
AFF-C250-000-C	AFF C250,8X15.3TB,NVME,SED,CF,NO PSU, -C	1	$74,886.41	$27,604.15	$27,604.15
X4020B-CF-2-B-C	DRIVE PACK,NVME,SED,CF,2X15.3TB,BASE, -C	7	$15,873.64	$5,851.23	$40,958.61
SW-SMIRROR-CLD-ONTAP-ONE	SOFTWARE,SNAPMIRROR CLOUD,ONTAP ONE	1	$0.00	$0.00	$0.00
SW-S3-SM-ONTAP-ONE	SOFTWARE,ONTAP ONE	1	$0.00	$0.00	$0.00
				Subtotal:	**$216,414.99**

Courthouse

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
AFF-C250	AFF-C250,MODEL	1	$0.00	$0.00	$0.00
AFF-C250A-001	AFF C250 HA SYSTEM	2	$8,734.44	$3,219.77	$6,439.54
X6566B-2-N-C	CABLE,DIRECT ATTACH CU SFP+ 10G,2M,-C	8	$0.00	$0.00	$0.00
X66240A-05-N-C	CABLE,25GBE,SFP28-SFP28,CU,0.5M,-C	2	$0.00	$0.00	$0.00
X1152-N-C	MEZZANINE 4-PORT 25GBE,-C	2	$6,875.06	$2,534.35	$5,068.70
X5532A-N-C	RAIL,4-POST,THIN,RND/SQ-HOLE,SM,ADJ,24-3	1	$0.00	$0.00	$0.00
DOC-AFF-C250-C	DOCUMENTS,AFF-C250,-C	1	$0.00	$0.00	$0.00
DATA-AT-REST-ENCRYPTION	DATA AT REST ENCRYPTION CAPABLE OPERATIN	2	$0.00	$0.00	$0.00
X737A-C	POWER SUPPLY,1600W,-C	2	$0.00	$0.00	$0.00
X800-42U-R6-C	JUMPER CRD,IN-CAB,C13-C14,-C	2	$0.00	$0.00	$0.00
SW-ONTAPO-CF-C02-C	SW,ONTAP ONE PACKAGE,PER-0.1TB,CF,C02,-C	2754	$56.17	$20.71	$57,035.34

Mark Friedman
509-795-8276
mfriedman@compunet.biz
Quote #: MF220011

Courthouse

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
CS-G1C-SE-ADVISOR	CS-G1C-SE-ADVISOR	1	$48,962.36	$36,800.11	$36,800.11
CS-4HR-REPLACEMENT-C	4HR PARTS REPLACEMENT	1	$9,792.47	$7,360.02	$7,360.02
CS-ADVISOR-PLUS2-C	ADVISOR PLUS FOR SINGLE CONTROLLER	1	$18,000.00	$13,528.80	$13,528.80
AFF-C250-000-C	AFF C250,8X15.3TB,NVME,SED,CF,NO PSU, -C	1	$74,886.41	$27,605.34	$27,605.34
X4020B-CF-2-B-C	DRIVE PACK,NVME,SED,CF,2X15.3TB,BASE, -C	5	$15,873.64	$5,851.49	$29,257.45
SW-SMIRROR-CLD-ONTAP-ONE	SOFTWARE,SNAPMIRROR CLOUD,ONTAP ONE	1	$0.00	$0.00	$0.00
SW-S3-SM-ONTAP-ONE	SOFTWARE,ONTAP ONE	1	$0.00	$0.00	$0.00
				Subtotal:	**$183,095.30**

Pro-Services Consulting Services

Product Details		Qty	Price	Ext. Price
CNet FF - Consulting	CompuNet Consulting Professional Services	1	$13,500.00	$13,500.00
			Subtotal:	**$13,500.00**

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	$0.00	$0.00

Quote Summary

Description	Amount
Justice Center	$216,414.99
Courthouse	$183,095.30

Mark Friedman
509-795-8276
mfriedman@compunet.biz
Quote #: MF220011

Quote Summary

Description	Amount
Pro-Services Consulting Services	$13,500.00
Total:	$413,010.29

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed **here**, provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

Benton County

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE, FUND NUMBER 1150, DEPARTMENT NUMBER 173.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Name of preparer : Crystal Garcia

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Contract Fee for service Dept Nbr: 173

Fund Name: Juvenile Fund Nbr: 1150

TRANSFER FROM:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5274000	51911	Temporary Help-Clerical	$16,000
TOTAL			$16,000

TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5274000	51925	Overtime	$11,500
5274000	51935	Holiday	$2,000
5274000	52102	Social Security (FICA)	$1,035
5274000	52104	Retirement	$1,435
5274000	52119	Paid Family Leave Act	$30
TOTAL			$16,000

Explanation:

This budget adjustment is necessary to cover unavoidable overtime costs due to employee's being out on leave.

Prepared by: Crystal Garcia Date: 9.27.2023

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/27/23 BC 10/10/23
Subject:	Approving the purchase of janitorial supplies from Crown Paper and Janitorial Supply, Inc.
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

Benton and Franklin Counties Juvenile Justice Center currently purchases supplies from Crown Paper and Janitorial Supply, Inc.

Benton and Franklin Counties Juvenile Justice Center anticipates the amount of janitorial supplies to exceed $10,000 but will not exceed $35,000.

Benton and Franklin Counties Juvenile Justice Center received quotes from two vendors on the MRSC vendor list for commonly ordered janitorial supplies. Crown Paper and Janitorial Supply, Inc., is currently the only responsible bidder who carries adequate inventory of janitorial equipment and supplies.

Administrative Services Finance Manager recommends purchasing janitorial supplies from Crown Paper & Janitorial Supply, Inc. commencing January 1, 2024 through December 31, 2025.

Fiscal Impact

Amount not to exceed $35,000.00, excluding WSST, to be paid out of Juvenile Funds Dept. 172. No Supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the resolution authorizing the Benton and Franklin Counties Juvenile Justice Center to purchase janitorial supplies from Crown Paper and Janitorial Supply, Inc.

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 APPROVING THE PURCHASE OF JANITORIAL SUPPLIES FROM CROWN PAPER AND JANITORIAL SUPPLY, INC. FOR THE BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, per Resolution 2021-233, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing, and Contracting Policy; and

WHEREAS, Benton and Franklin Counties Juvenile Justice Center anticipates the amount of janitorial supplies in each year from 2024-2025 will exceed $10,000, but will not to exceed $35,000; and

WHEREAS, per Resolution 2021-233, section 2.2.3 Purchases or Leases between $10,000 and $50,000, "In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in the price range are to be approved by the BOCC pursuant to a written resolution"; and

WHEREAS, Benton-Franklin County Juvenile Justice Center solicited companies on the Benton County MRSC vendor list to provide a quote for janitorial supplies:

1. Crown Paper & Janitorial Supply, Inc., Walla Walla, WA – UBI No. 601934973 – Quote submitted
2. Global Chemicals, Inc., Coconut Creek, FL – Did not submit quote

WHEREAS, the Administrator of Benton and Franklin Counties Juvenile Justice reviewed the quotes for the completeness and recommends purchase of janitorial supplies from Crown Paper & Janitorial Supply, Inc. annually, to commence January 1, 2024; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington and the Board of Franklin County Commissioners, Franklin County, Washington, hereby concur with the Administrator's recommendation of purchasing janitorial supplies from Crown Paper & Janitorial Supply, Inc. commencing January 1, 2024 through December 31, 2025, not to exceed $35,000, excluding WSST.

DATED this _____ day of _____ 2023

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman

_____
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

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

BENTON-FRANKLIN COUNTIES
JUVENILE DEPARTMENT

Vendor Quote Form

Date:	08/15/23
Vendor Name:	Crown Paper & janitorial
Vendor Address:	100 avery st.walla walla wa.99362
Vendor Phone Number:	800-358-3227/509-529-4561
Price Including WSST:	yes
Expiration Date:	12/31/24
Notes:	all products include sales tax
Are you on the MRSC (Municipal Research and Services Center) list?	☒ Yes ☐ No
UBI#	
Item(s) being purchased:	paper,liners ,gloves,cleaning chemicals,miscellaneous maintanice supplies

Vendor Contact Agent Name: Doug Hamilton

Signature:

Title: Genral manager

Crown Paper and Janitorial Supply, Inc.
WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

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

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
43747	08/15/23	1022	08/15/23

SOLD TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SHIP TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	NET 30

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
1	10	10	0	NITRILEBL2X	NITRILE BLUE EXAM GRADE XXLG 10BX/100/CS	BX	6.08	60.80
2	10	10	0	NITRILEBLLG	GLOVE, BLUE NITRILE LARGE EXAM GRADE 10/100/CS	BX	4.20	42.00
3	10	10	0	NITRILEBLMD	GLOVE, NITRILE BLUE MEDIUM EXAM GRADE 10/100/PER/CS	BX	4.20	42.00
4	10	10	0	NITRILEBLSM	GLOVE, NITRILE BLUE EXAM GRADE P/F 10/100/PER/CS	BX	4.20	42.00
5	10	10	0	NITRILEBLXLG	NITRILE BLUE XLG P/F EXAM GRADE 10/100/CS	BX	4.20	42.00
6	1	1	0	RBI32070CR	LINER 24X32 10-15GL .7MIL 500/CS BLACK LD ROLLS	CS	39.60	39.60
7	1	1	0	RBI37010CR	LINER 30X37 20-30GL 1MIL 200/CS BLACK LD ROLLS	CS	33.00	33.00
8	1	1	0	RBI47125CR	LINER 43X47 55GL 1.25MIL 100/CS BLACK LD	CS	37.16	37.16

TOTAL QUANTITY		SUBTOTAL	
		FRGT/MISC	
		TAX	
		INVOICE TOTAL	

NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

Thank you. We value your business.

THIS IS YOUR QUOTE

Crown Paper and Janitorial Supply, Inc.
WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

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

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
43747	08/15/23	1022	08/15/23

SOLD TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SHIP TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	NET 30

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
9	1	1	0	WENSEAT	SEATCOVER 1/2 FOLD 20/250/CS	CS	47.17	47.17
10	1	1	0	K5665	KUTOL 800MIL PINK LOTION SOAP 12/CS DCV VALVE	CS	41.94	41.94
11	1	1	0	ST-794	PRE MEASURED .5OZ PAKET DETERGENT DISINFECTANT2/90CS	CS	58.62	58.62
12	4	4	0	FCHDTSC	HEAVY DUTY TILE AND SHOWER CLEANER 4/GL PER CS	GL	26.25	105.00
13	4	4	0	FCPINEAWAY	PINE AWAY ALL PURPOSE CLEANER 4X1GL/CS	GL	22.66	90.64
14	1	1	0	SCASB1840A	SINGLEFOLD TOWEL WHITE 16/250 4000/CS	CS	36.34	36.34
15	1	1	0	SCARB8002	ROLL TOWEL WHITE TORK 6/800 UNIVERSAL	CS	30.44	30.44
16	1	1	0	TP1W	TOILET TISSUE UNIVERSAL 1 PLY WRAPPED 96/1000/CS	CS	66.54	66.54

TOTAL QUANTITY		SUBTOTAL	
		FRGT/MISC	
		TAX	
		INVOICE TOTAL	

NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

Thank you. We value your business.

THIS IS YOUR QUOTE

Crown
Paper and Janitorial Supply, Inc.
WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

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

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
43747	08/15/23	1022	08/15/23

SOLD TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SHIP TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	NET 30

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
17	1	1	0	SCA2465110	TOILET TISSIUE PREM.2PLY/0 80/450CS	CS	49.50	49.50
18	1	1	0	DMX8003002	MONK DISINFECTANT WIPES 800CT REFILL/2PER/CS	CS	67.34	67.34
19	1	1	0	SEL183260	TOWEL CENTERPULL WHITE 2 PLY 6/600'/CS	CS	36.32	36.32
20	1	1	0	SOL11513	FACIAL TISSUE FLAT BOX 2 PLY 30/100/CS	CS	27.49	27.49
21	1	1	0	GSAWM7524	MOP ECONOMY 24OZ CUT END WET MOP/WHITE/12PR/CS	EA	4.10	4.10
22	1	1	0	GO1903-02	PURELL GELL HAND SANITIZER GREEN LTX 2/1200ML/CS	CS	56.03	56.03
23	1	1	0	K68841	FOAMING ALCOHOL HAND SANITIZER 6/1000ML/CS	CS	94.02	94.02
24	1	1	0	K5679	SANITIZER ALCOHOL GEL 1/2 GAL 4/CS	EA	19.10	19.10

TOTAL QUANTITY	

NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

SUBTOTAL	
FRGT/MISC	
TAX	
INVOICE TOTAL	

Thank you. We value your business.

THIS IS YOUR QUOTE

Crown
Paper and Janitorial Supply, Inc.
WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

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

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
43747	08/15/23	1022	08/15/23

SOLD TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SHIP TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	NET 30

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
25	12	12	0	USPSTI	PUMICE SCOURING STICKS 12BX/6BX/CS	EA	2.67	32.04
26	1	1	0	WH84	MOP STICK, FIBERGLASS #84 SPEED CHANGE ORANGE 64"	EA	23.99	23.99
27	1	1	0	IM700	BLACK PLASTIC DUST PAN 12" 12/CS	EA	4.90	4.90
28	1	1	0	GSBRA39SLB	BROOM, LARGE ANGLE POLY BRISTLES METAL HANDLE	EA	7.95	7.95
29	1	1	0	TO280102	TOILET BOWL BRUSH ROUND POLY	EA	3.61	3.61
30	1	1	0	TO120125	SPRAY BOTTLE/32OZ/POLY NATURAL 84/CS	EA	1.86	1.86
31	1	1	0	TO110542	TRIGGER SPRAYERS CHEMICAL RESISTANT/9 1/4"/200/CS	EA	1.74	1.74
32	4	4	0	K69009	FOAM SOAP G/S BULK/CS 4X1GL/CS/PINK/TROPICAL	GL	13.95	55.80

TOTAL QUANTITY		SUBTOTAL	
		FRGT/MISC	
		TAX	
		INVOICE TOTAL	

NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

Thank you. We value your business.

THIS IS YOUR QUOTE

Crown Paper and Janitorial Supply, Inc.
WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES · PAPER PRODUCTS · COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

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

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
43747	08/15/23	1022	08/15/23

SOLD TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SHIP TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	NET 30

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
33	4	4	0	FCSPEC	SPECTACULAR ULTRA HIGH SPEED FLOOR FINISH/4X1GL/CS	GL	82.76	82.76
34	4	4	0	FCIMPLOSN	IMPLOSION STRIPPER 4X1GLCS	GL	78.68	78.68
35	1	1	0	VRUVSHAND	VICTORY ELECTROSTATIC SPRAYER BY BRUILIN/1EA	EA	533.52	533.52
36	1	1	0	VSVHSPRAYER	SPRAYER VH-PROTECTOR HANDHELD ELECTROSTATIC	EA	533.52	533.52
37	1	1	0	VP20B	BATTERY LITHIUM FOR VICTORY HAND HELD SPRAYER	EA	150.00	150.00
38	1	1	0	VSVP10	VICTORY 16.8V BATTERY CHARGER 1EA	EA	75.14	75.14
39	1	1	0	VSVP30	VICTORY TANK WITH CAP FOR HAND HELD SPRAYER	EA	34.34	34.34
40	1	1	0	VSVP49	VICTORY NOZZLE WRENCH 1EA	EA	10.34	10.34

TOTAL QUANTITY		SUBTOTAL	
		FRGT/MISC	
		TAX	
		INVOICE TOTAL	

NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

Thank you. We value your business.

THIS IS YOUR QUOTE

Crown
Paper and Janitorial Supply, Inc.
WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

100 AVERY STREET
WALLA WALLA, WA 99362

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

QUOTE

QUOTE NO.	QUOTE DATE	CUST NO.	SHIP DATE
43747	08/15/23	1022	08/15/23

SOLD TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SHIP TO
BENTON FRANKLIN JUVENILE CENTR
5606 W CANAL DRIVE STE 106
KENNEWICK, WA 99336

SPECIAL INSTRUCTIONS	CUSTOMER P.O. NO.	SHIP VIA	TERMS
	VERBAL	OUR TRUCK	NET 30

LINE	ORDERED	SHIPPED	BACK ORDER	PRODUCT CODE	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
41	1	1	0	VSVP50	VICTORY 3 IN ONE NOZZEL FOR HAND HELD GUN SPRAYER	EA	30.63	30.63
42	1	1	0	VSVRP20	VICTORY HANDHELD MAIN BODY ASSEMBLY FOR VP200	EA	250.00	250.00

TOTAL QUANTITY	113

NO RETURN OF GOODS ACCEPTED WITHOUT WRITTEN AUTHORIZATION.

SUBTOTAL	3079.97
FRGT/MISC	
TAX	267.96
INVOICE TOTAL	3347.93

Thank you. We value your business.

THIS IS YOUR QUOTE

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/27/23 BC 10/10/23
Subject:	Interagency Agreement IAA24376 with Administrative Office of the Courts for Court Interpreter Funding
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 State of Washington, Administrative Office of the Courts (AOC) is providing funds to the Benton-Franklin Counties Juvenile Justice Center (BFJJC) to improve the quality and availability of court interpreter services for Limited English Proficient (LEP), deaf and hard of hearing persons in accordance with RCW 2.242 and 2.43. The interpreter funding is targeted to reimburse Certified, Registered and Qualified Interpreters for interpreter services in accordance with the Interpreter Services Funding requirements.

The period of performance for this agreement is from July 1, 2023 through June 30, 2024. The Interagency Agreement IAA24376 is backdated to July 1, 2023 so that services are not interrupted, and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2023. The agreement was not received until August 31, 2023.

Fiscal Impact

The reimbursed compensation from the Administrative Office of the Courts (AOC) is a maximum of $28,827.00.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Interagency Agreement No. IAA24376 between the Benton-Franklin Counties Juvenile Justice Center and the State of Washington Administrative Office of the Courts.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE INTERAGENCY AGREEMENT IAA24376 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, David Wheeler, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement IAA24376 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented; and

WHEREAS, the new agreement was not received until August 31, 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; and

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, that the boards hereby concur with the Administrator and approve the Interagency Agreement IAA24376 between the Juvenile Justice Center and the State of Washington, Administrative Office of the Courts; and

BE IT FURTHER RESOLVED, the Juvenile Justice Center will be reimbursed a maximum of $28,827 for costs incurred during the period of performance; and

BE IT FURTHER RESOLVED, that the chairs are authorized to sign the attached Interagency Agreement IAA24376; and

BE IT FURTHER RESOLVED, the agreement is effective 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

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-AOC Interpreter IAA24376, 1-BFJJC R. Garcia

DocuSign Envelope ID: 817A29CC-F7C0-4507-9506-23E9DFA8BA4B

INTERAGENCY AGREEMENT IAA24376
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND

BENTON/FRANKLIN COUNTIES JUVENILE COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Benton/Franklin Counties Juvenile Court (Court), for the purpose of distributing funds for court interpreter and language access service expenses to the Court.

I. DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

A. "Certified Interpreter" means an interpreter who is certified by the Administrative Office of the Courts, as defined in RCW 2.43.020 (2) or an interpreter certified by the Office of the Deaf and Hard of Hearing (ODHH) pursuant to WAC 388-818-500, *et. seq*. The names and contact information of AOC-certified interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/ The names and contact information of ODHH-certified interpreters are found, and incorporated herein by reference, at: https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx

B. "Registered Interpreter" means an interpreter who is registered by the Administrative Office of the Courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at http://www.courts.wa.gov/programs_orgs/pos_interpret/.

C. "Qualified Interpreter" means a spoken language interpreter as defined in RCW 2.43.020 (5), or sign language interpreter as defined in RCW 2.42.110 (2).

D. "Qualifying Event" means a proceeding or event for which an interpreter is appointed by an appointing officer pursuant to RCW 2.42 and/or RCW 2.43.

II. PURPOSE

The purpose of this Agreement is to partner with individual local courts in improving access to the Court for Limited English Proficient (LEP), deaf, and hard of hearing persons in accordance with RCW Chapters 2.42 and 2.43.

A. These funds are intended to address each court's following needs:
   1. Financial Need – i.e., the gap between the court's available financial resources and the costs to meet its need for certified, registered, and qualified interpreters, and the implementation of the Court's language access plan; and
   2. Need for Court Interpreters – i.e., the public's right to access the court, and the court's responsibility to provide court certified, registered, and qualified interpreters as required by RCW Chapters 2.42 and 2.43.
   3. Need for Language Access in General – i.e., translations for websites, translated forms, interpreting equipment, technology enabling remote interpreting, and other things that are necessary for courts to provide fair and equitable access for people who are LEP, deaf, and hard of hearing.

DocuSign Envelope ID: 817A29CC-F7C0-4507-9506-23E9DFA8BA4B

III. DESCRIPTION OF SERVICES TO BE PROVIDED

A. The Court will ensure that the interpreter funding is used only for language access purposes and for reimbursement of costs paid to certified, registered, and qualified interpreters for Qualifying Events pursuant to **Exhibit A**, which is incorporated herein by reference.

B. The Court agrees to track and provide interpreter cost and usage data through the web application provided by the AOC Language Access and Interpreter Reimbursement Program, reflecting information about the Court's interpreter and language access costs and services.

C. The Court agrees to provide the AOC Project Manager with a list of all users who require access to submit data to the Language Access and Interpreter Reimbursement Program web application.

D. The Court agrees to work with the AOC Interpreter Program, the Interpreter Commission, and neighboring courts to identify and implement best and promising practices for providing language access and interpreter services.

E. The Court agrees to encourage its staff overseeing interpreter services at the court to attend trainings (in person and/or online) provided by the AOC Interpreter Commission and Interpreter Program.

F. The Court may elect to pay for interpreter services that are not in accordance with the provisions of **Exhibit A** as set forth; while such payments will not be reimbursed, court still commits to entering data into the application for these interpreter services, irrespective of their eligibility for reimbursement.

G. The Court is required to have a Language Assistance Plan (LAP) in place to receive reimbursement under this program.

1. Courts must submit the most recent version of their LAP to the AOC Project Manager or certify via email to the Project Manager that the LAP they submitted in FY23 is the latest version.
2. Courts certify that they will exercise reasonable due diligence in maintaining and updating their LAP as require by law.

IV. PERIOD OF PERFORMANCE

The beginning date of performance under this Agreement is **July 1, 2023**, regardless of the date of execution and which shall end on **June 30, 2024**.

V. COMPENSATION

A. The Court shall be reimbursed a maximum of $28,827.00 for interpreter and language access services costs incurred during the period of July 1, 2023 to June 30, 2024. No reimbursement shall be made under this Agreement for interpreting services provided after June 30, 2024.

B. The Court shall receive payment for its costs for interpreter and language access services as set forth in **Exhibit A**, and incorporated herein.

C. The Court shall not be reimbursed for interpreter services costs for Qualifying Events or other goods and services set forth in **Exhibit A** until properly-completed A-19 invoices, and corresponding data (*See subsection III.B.*), are received and approved by AOC, pursuant to the following schedule:

DocuSign Envelope ID: 817A29CC-F7C0-4507-9506-23E9DFA8BA4B

1. Reflecting Qualifying and non-qualifying Events, and any goods or services purchased, occurring between July 1, 2023 and September 30, 2023, must be received by the AOC no later than December 29, 2023.
2. Reflecting Qualifying and non-qualifying Events, and any goods or services, purchased occurring between October 1, 2023 and December 31, 2023, must be received by the AOC no later than February 29, 2024.
3. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between January 1, 2024 and March 31, 2024, must be received by the AOC no later than May 31, 2024.
4. Reflecting Qualifying and non-qualifying Events, and any goods or services, occurring between April 1, 2024 and June 30, 2024, must be received by the AOC no later than July 15, 2024.

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

E. The Court shall submit its A-19 invoices quarterly through the web application.

The Data shall be submitted electronically to the AOC as described in Section III.B., above, and in conjunction with the quarterly invoice.

F. Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.

G. The Court shall maintain sufficient backup documentation of expenses under this Agreement.

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 through the web application between July 12, 2024 and August 1, 2024.

VII. TREATMENT OF ASSETS AND PROPERTY

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

VIII. 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 the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books,

DocuSign Envelope ID: 817A29CC-F7C0-4507-9506-23E9DFA8BA4B

magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

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

IX. 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.

X. 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.

XI. RECORDS, DOCUMENTS, AND REPORTS

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

XII. RIGHT OF INSPECTION

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

DocuSign Envelope ID: 817A29CC-F7C0-4507-9506-23E9DFA8BA4B

XIII. DISPUTES

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

XIV. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties 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.

XV. 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. This Agreement; and
C. Any other provisions of the agreement, including materials incorporated by reference.

XVI. ASSIGNMENT

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

XVII. 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.

XVIII. SEVERABILITY

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

XIX.AGREEMENT MANAGEMENT

The program managers noted below shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Tae Yoon PO Box 41170 Olympia, WA 98504-1170 Interpreterreimbursement@courts.wa.gov 360-705-5281	David Wheeler Administrator 5606 W Canal Pl, Ste 106 Kennewick, WA 99336-1300 david.wheeler@co.benton.wa.us (509) 783-2151

XX. 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 considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts	**Court**
_____	See attached signature page
Signature *Date*	*Signature* *Date*
Dawn Marie Rubio	David Wheeler
Name	*Name*
State Court Administrator	Administrator
Title	*Title*

DocuSign Envelope ID: 817A29CC-F7C0-4507-9506-23E9DFA8BA4B

EXHIBIT A

WASHINGTON STATE LANGUAGE ACCESS INTERPRETER REIMBURSEMENT PROGRM FUNDING

FUNDING CONDITIONS AND PAYMENT STRUCTURE

The Language Access Reimbursement Program funding conditions and payment structure shall be as follows:

1. GENERAL FUNDING CONDITIONS

The Administrative Office of the Courts (AOC), will reimburse courts under this Agreement for the cost of spoken language interpretation and sign language interpretation and other goods and services that improve language access in the courts for Limited English Proficient (LEP), deaf, and hard of hearing persons. This includes interpreters credentialed by AOC (certified or registered), or otherwise court-qualified interpreters appointed pursuant to RCW 2.42 and RCW 2.43 under the following conditions listed under Section 2 "Qualifying Interpreter Events."

It also includes goods and services that improve language access, listed under Section 3 "Language Access Items," and services listed under Section 4 "Language Access Services".

Courts shall work with AOC staff in determining whether an expense that is not explicitly mentioned below, qualifies as a reimbursable expense under the Agreement.

2. QUALIFYING INTERPRETING EVENTS

A. Spoken Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of AOC-credentialed or otherwise court-qualified interpreters pursuant to RCW 2.43 that meet one of the following conditions:

a) If there is at least one AOC credentialed interpreter in the language being used, then reimbursement will only be provided for using an AOC credentialed interpreter who is credentialed in that language.

b) Compensation for interpreters for languages for which neither a certified interpreter nor registered interpreter is offered will be reimbursed where the interpreter has been qualified on the record pursuant to RCW 2.43.

c) Courts will not be reimbursed for events using non-AOC credentialed interpreters if there is one or more AOC credentialed interpreter listed for the language being used.

B. Sign Language Interpreters Qualifying Events

AOC will reimburse courts for 50% of the actual expenses for services of American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI) pursuant to RCW 2.42 when the interpreter is listed with the Department of Social and Health Services, Office of Deaf and Hard of Hearing (DSHS, ODHH) as a court-certified interpreter.

The Office of Deaf and Hard of Hearing (ODHH) at the Department of Social and Health Services (DSHS) maintains a list of Certified Court Sign Language Interpreters. This list includes American Sign Language (ASL) interpreters and Certified Deaf Interpreters (CDI). To qualify for reimbursement, and event using an ASL and/or CDI interpreter from this list must be used.

Certified interpreters are listed under three categories:

- Specialist Certificate: Legal – SC: L
- RID Certification with SC: L written test
- Intermediary Interpreters (Deaf Interpreter)

The most up to date list can be found here:
https://fortress.wa.gov/dshs/odhhapps/Interpreters/CourtInterpreter.aspx

C. Staff Interpreters (Salaried Staff)

Reimbursement will be provided for salaried staff meeting the Qualifying Event conditions for 50% of the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

D. Telephonic and Video Remote Interpreting and Services for Legal Proceedings

AOC will reimburse 50% of the costs for using certified, registered, or otherwise qualified interpreters operating by telephone or video for court proceedings. The services must meet the Qualifying Event conditions for the payment of credentialed spoken and sign language interpreters, as referenced in subsections 2.A and 2.B above.

3. LANGUAGE ACCESS GOODS AND SERVICES

Courts can request reimbursement for 100% of the costs for goods and services that will help increase language access in the Court.

The items listed below are common goods and services that courts have used to increase language access and will be improved for reimbursement.

- Interpreter scheduling software or services
- Document translation
- Portable video device(s) for video remote interpreting
- Equipment used for simultaneous interpretation
- Printed signage for language assistance purposes
- Front counter telephonic interpreter services for administrative purposes
- Staff training on language access, interpreting, or bilingual skills improvement, for example:
    - Interpreters skills training for bilingual staff who want to become certified
    - Training for staff who are partly bilingual to improve their skills
    - General training on addressing language access issues.

Items or services not listed above must be pre-approved (via email) by Language

Access and Interpreter Reimbursement Program Coordinator prior to purchase or they may not qualify for reimbursement under the Program.

4. SCOPE OF REIMBURSEMENT FUNDING

Reimbursement payment under this Agreement will only be made to the Court when the cost is paid out of the budget or budgets, in the case of multi-court collaborative applicants of the Court responsible for full payment.

5. PAYMENT STRUCTURE

A. Reimbursement Rate

a) **Spoken Language Interpreters**

AOC will reimburse the Court for 50% of the cost of AOC certified, registered, or otherwise court-qualified interpreters providing services under this Agreement.

b) **Sign Language Interpreters**

AOC will reimburse the Court for 50% of the cost of certified and court-qualified interpreters providing services under this Agreement.

c) **Staff Interpreters (Salaried Staff)**

AOC will reimburse the Court for 50% of the cost of AOC certified or registered staff interpreters.

d) **Contracted Interpreters**

The cost of certified, registered, or otherwise qualified contract interpreters who are paid other than on an hourly basis, for example, on a half-day of flat rate basis, will be reimbursed at 50%.

e) **Remote Interpreting**

AOC will reimburse the Court for 50% of the cost of using certified, registered, or otherwise qualified interpreters providing interpretation by telephone or video for legal proceedings.

f) **Cancellation Fees**

AOC will reimburse the Court for 50% of cancellation fees paid to interpreter.

g) **Goods and Services**

AOC will reimburse the Court for 100% of the approved cost of goods and services related to language access in courts.

B. Travel Time and Mileage

AOC will reimburse the Court at 50% of the cost of interpreter travel time and mileage.

Interpreter travel time is reimbursable if a required party fails to appear. "Failure to appear" means a non-appearance by the LEP or deaf or hard of hearing client,

DocuSign Envelope ID: 817A29CC-F7C0-4507-9506-23E9DFA8BA4B

attorneys, witnesses, or any necessary party to a hearing, thereby necessitating a cancellation or continuance of the hearing. The Court can be reimbursed for 50% of the cancellation fees paid to the interpreter.

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

9/5/2023

David Wheeler, Juvenile Court Administrator **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

09/05/23

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: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/27/23 BC 10/10/23
Subject:	Interpreter Services with Connections Consulting MA, LLC
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

Maria Knight of Connections Consulting MA, LLC is a court certified Spanish Interpreter for medical, social services and court matters in the State of Washington. By law, we are required to provide interpreting services to defendants and families during court proceedings. Maria Knight has been providing interpreter services for Benton-Franklin Counties Juvenile Justice Center since 2009.

Juvenile Court would like to enter into a formal agreement that would set forth a standard rate of compensation for the period of January 1, 2024 through December 31, 2025.

Fiscal Impact

Amount not to exceed $180,000.00 to be paid out of the Juvenile Fund and Public Safety Fund. No Supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Connections Consulting MA, LLC and the Benton-Franklin Counties Juvenile Justice Center.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING MA LLC FOR INTERPRETER SERVICES

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

WHEREAS, The Benton-Franklin Counties Juvenile Justice Center has a contract with Connections Consulting MA, LLC for interpreter services for 2022-2023 via Benton County Resolution 2021 784 and Franklin County Resolution 2021 226; and

WHEREAS, the Juvenile Administrator recommends entering into a contract for 2024 and 2025; **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 award the Personal Services Contract to Connections Consulting MA, LLC in an amount not to exceed $180,000.00; and

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

BE IT FURTHER RESOLVED, the term of the attached contract commences on January 1, 2024 and expires on December 31, 2025.

DATED this _____ day of _____ 2023

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman

_____
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

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Connections Consulting, 1-Juvenile R. Garcia

BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the **Benton-Franklin Counties Juvenile Justice Center**, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Connections Consulting MA LLC**, a corporation organized under the laws of the State of Washington with its principal offices at **4116 Saint Paul Lane, Pasco, WA 99301** (hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin on **January 1, 2024** and shall expire on **December 31, 2025.** The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

a. The CONTRACTOR shall provide English to Spanish and Spanish to English oral and written language interpreting services to respondents and families on a scheduled and on-call basis during court proceedings and for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center and other community-based locations as scheduled by the Benton-Franklin Counties Juvenile Justice Center staff.

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 COUNTIES.

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

3. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Maria Knight, Owner
Address:	Connections Consulting MA, LLC 4116 Saint Paul Lane Pasco, WA 99301
Phone:	(509) 947-2338
Email:	mknight@connections-consulting.com

b. For COUNTIES:

Name:	David Wheeler, Administrator
Address:	5606 W Canal Drive, Ste. 106 Kennewick, WA 99336
Phone:	509-737-2745
Email:	David.Wheeler@co.benton.wa.us

4. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid as follows:

- The rate of $75.00 per hour for each hour of interpreting services provided for an individual and/or family during court proceedings or for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center or other community-based locations as scheduled by Benton-Franklin Counties Juvenile Justice Center staff.

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed One Hundred Eighty Thousand Dollars ($180,000.00).

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

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

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 COUNTIES.

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 COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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.

5. AMENDMENTS AND CHANGES IN WORK

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

the COUNTIES.

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

6. HOLD HARMLESS AND INDEMNIFICATION

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

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

7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the 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 COUNTIES 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 COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. 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 COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES 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 COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in

fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 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 COUNTIES or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the

COUNTIES or its officers, officials, employees, or agents.

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

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 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 COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

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

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' 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-Franklin Counties Juvenile Justice Center, 5606 W Canal Drive, Suite 106, Kennewick, WA 99336.

8. **TERMINATION**

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

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

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

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee,

gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT CONTRACTOR

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

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

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

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

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

12. COMPLIANCE WITH LAWS

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

13. OTHER PROVISIONS

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

a. Background Check/Criminal History

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

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

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

b. Sexual Misconduct

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

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

Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

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

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES 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 COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been

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

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

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

24. ENTIRE AGREEMENT

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

25. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also

be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 15); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

27. LITIGATION HOLD NOTICE

In the event the COUNTIES 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 COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 15 of this Contract.

28. PUBLIC RECORDS ACT

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

virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2024.

CONNECTIONS CONSULTING MA, LLC	Benton-Franklin Counties Juvenile Justice Center
Maknight 9/5/23 Name Maria Knight Date	9/1/2023 David Wheeler Date Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom 090623 Stephen Hallstrom, Deputy Prosecuting Attorney Date	**FRANKLIN COUNTY APPROVAL** Approved as to Form: Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023
Subject:	Executing an Agreement with Knutzen Engineering for a Structural Analysis of part of the Justice Center
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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

As part of the ongoing Justice Center Tenant Improvement Project, a need has been identified to bring on a structural engineer to do a structural analysis on one particular wall to see if a door can be installed.

Knutzen Engineering, which is listed on the MRSC Consultant Roster, has a structural engineer on staff who is willing to perform the necessary analysis to see if a door can be installed as desired.

An Summary has been put together, approved by our departmental Civil Deputy Prosecuting Attorney, and signed by Knuzten Engineering.

Fiscal Impact

Amount: $1,200.00 excluding W.S.S.T.

Fund: Capital Projects Fund

Recommendation

Execute the Contract with Knutzen Engineering for the structural analysis work at the Justice Center and authorize the Chairman to sign said Agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING AN AGREEMENT FOR THE STRUCTURAL ANALYSIS REVIEW OF PART OF THE JUSTICE CENTER WITH KNUTZEN ENGINEERING OF KENNEWICK, WA, AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, as part of the ongoing Justice Center Tenant Improvement Project, a need has been identified to bring on a structural engineer to do a structural analysis on one particular wall to see if a door can be installed; and

WHEREAS, Knutzen Engineering, who is listed on the MRSC Consultant Roster, has a structural engineer on staff who is willing to perform the necessary analysis to see if a door can be installed as desired; and

WHEREAS, an Agreement has been put together, approved by our departmental Civil Deputy Prosecuting Attorney, and signed by Knuzten Engineering; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby agrees to execute the Agreement with Knuzten Engineering for the structural analysis of a portion of the Justice Center in a not-to-exceed amount of $1,200.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said agreement to Knutzen Engineering; and

BE IT FURTHER RESOLVED, said agreement expires December 31, 2023.

Dated this 10th day of October, 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Purchasing P. Schut
c: Auditor

CASE Agreement 1-2019

An Agreement for the Provision of Limited Professional Services©

Prepared by the Council of American Structural Engineers

May 3, 2023

Benton County
7122 W Okanogan Place, Building A
Kennewick, WA 99336
Attention: Robert Blain
Robert.blain@co.benton.wa.us

Knutzen Engineering (SE)
5401 Ridgeline Drive, Suite 160
Kennewick, WA 99338
Attention: Eric Anderson, PE, SE

Reference: Benton County Courthouse Wall Opening
7122 W Okanogan Place, Kennewick, WA 99336
P23-159

SCOPE OF SERVICES

The primary scope of services provided under this contract will be to provide stamped and signed structural calculations and sketches for opening in existing precast tilt up wall and cmu wall located at the above address as per site walk through on April 13, 2023.

Structural engineering will be the design of the new wall opening and any necessary strengthening required to maintain the stability of the final structure as a whole. Prepare structural calculations and sketches that will be stamped by a licensed structural engineer for submittal to the City by the Contractor/Owner. Deliverables to consist of electronic pdf files of calculations and sketches.

Knutzen Engineering will handle any construction coordination issues between the owner/developer, contractor and the City, as well as answer any contractor bid questions on a time and materials basis. Any additional copies requested by the contractor and time to prepare these copies will be billed on a time and materials basis.

The following list of items has been excluded from this proposal. Knutzen can perform and/or coordinate some of these items for an additional fee.

1. Architecture, Civil, Electrical, Mechanical, Traffic, Geotechnical, or Fire Protection Engineering of any kind.
2. Payment of any agency applications, permits, and/or plan check fees.

All services not specifically outlined in the scope of work above shall be considered additional services and shall be subject to a commensurate adjustment to the agreed compensation, which shall be determined by way of a written addendum, signed by the parties, prior to proceeding with the additional work.

Client to anticipate a minimum of one round of City comments on plans and/or calculations. Knutzen Engineering will address these comments and provide necessary response/resubmittal. Knutzen Engineering cannot be responsible for scheduling services related to permitting authority review and if resubmittals are required. Construction efforts should not be scheduled until permits are received. Any work done prior to receiving the permit is at the sole risk of the Owner/Contractor.

COMPENSATION

Compensation for our services will be a fixed fee One Thousand dollars ($1000). A signed copy of this proposal is due prior to Knutzen Engineering commencing work.

The Terms and Conditions are attached and are part of this Agreement.

We are looking forward to working with you on this Project.

Sincerely:	Agreed to and Accepted by:
_____	_____
(Signature)	(Signature)
May 3, 2023	
_____	_____
(Date)	(Date)
Eric Anderson, PE, SE, Senior Engineer	
_____	_____
(Printed Name/ Title)	(Printed Name/ Title)
Knutzen Engineering	
_____	_____
(For) Structural Engineer	(For) Owner

_____

Approved to Form: Jeff Aultman,
Deputy Prosecuting Attorney

Terms and Conditions

Structural Engineer (SE) shall perform the services outlined in this Agreement for the stated fee arrangement.

Fee
The total fee, except when stated as a lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Parties to this Agreement
This Agreement for professional services has been entered into on the date of the letter between the Structural Engineer (SE) and the Client, to whom the letter is addressed.

Billings/Payments
Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the SE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Access to Site
Unless otherwise stated, the SE will have access to the site for activities necessary for the performance of the services. The SE will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials
A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the SE has reason to believe that a structurally deficient condition may exist, the SE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the SE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnification
The SE shall indemnify and hold harmless the Client and its officers, members, directors, partners, employees, and subconsultants against any and all claims, damages, losses and expenses to the extent they are caused by the negligent; acts, errors, or omissions of the SE or its employees in the performance of its services under this Agreement, subject to the Risk Allocation provisions.

The Client shall indemnify and hold harmless the SE and its officers, members, directors, partners, , employees, and subconsultants from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client,

anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable and provided that they are not caused by the negligent performance by the SE of services under the agreement. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials.

Neither party shall have any obligation to defend or pay for the defense costs of the other party unless such costs are recoverable under applicable law.

For third party claims, to the fullest extent permitted by law, the Client hereby agrees to indemnify, hold harmless and defend the SE, including its officers, members, directors, partners, agents, employees, and subconsultants from and against all third party claims, including bodily injury, property damage, products liability, demands, damages and losses, causes of actions, judgments, fines, penalties and claims expense including attorney fees, caused or alleged to have been caused by anything other than negligent performance by the SE of services under the agreement related to this project.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the SE, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the SE's total liability to the Client or any third party for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, inclusive of all costs including attorney and expert fees, shall not exceed the amount of $50,000 or the amount of the SE's fees, whichever is greater. Such causes include, but are not limited to, the SE's negligent acts, errors, omissions, strict liability, breach of contract, breach of expressed or implied warranty, or any other theory of legal liability. This limitation of liability shall apply to the SE and its officers, members, directors, partners, agents, employees, and subconsultants.

Termination of Services

This Agreement may be terminated upon 14 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by the SE under this Agreement shall remain the property of the SE and may not be used by the Client for any other endeavor without the written consent of the SE.

Dispute Resolution

The parties agree to negotiate any claim or dispute arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between the parties cannot be settled within 30 days by good faith negotiations the parties agree to submit it to mediation in accordance with the Construction Rules of the American Arbitration Association. If the claim or dispute cannot be settled by good faith negotiations or mediation, then either party may exercise their rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations.

Insurance Provisions

The Client shall secure commercial general liability insurance and automobile liability insurance to protect the Client from claims for negligence, bodily injury, death or property damage which may arise out of the Client's performance under this Agreement. The Client shall also carry worker's compensation insurance. The Client shall provide certificates of insurance to the SE.

The Consultant shall secure professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect the Consultant from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the Consultant's Services under this Agreement. The Consultant shall maintain professional liability insurance for a minimum of three years

after substantial completion of the project provided such insurance is commercially available and reasonably affordable. The Consultant shall also carry worker's compensation insurance. The Consultant shall provide certificates of insurance to the SE.

Jobsite Safety
The Client acknowledges that the SE does not have any authority or responsibility for general jobsite safety and for the safety of persons who are not the employees of the SE or SE's subconsultant(s). It is understood and agreed that the SE will not be responsible for the job safety or site safety of the project and shall not be responsible for compliance with safety programs and related OSHA regulations required to be followed by the Contractor or its employees, Subcontractors, and agents. Jobsite safety shall be the sole responsibility of the Contractor or Client.

Ownership and Reuse of Documents
All documents, drawings, specifications, electronic files, building computer models, design calculations and survey notes ("documents") are instruments of service intended for the one-time use in connection with this Project. They belong to and remain the property of SE, regardless of whether the instruments were copyrighted or whether the Project for which they were prepared is executed. The SE retains all copyright interests and rights in all such documents. The Client may, at its expense, obtain reproducible copies of drawings and copies of other documents, in consideration of which there will be mutual agreement that the Client will use them solely in connection with the specific Project for which they were prepared. Any reuse or modification without written approval or adaptation by the SE is prohibited.

Severability
Any term or provision of this agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this agreement shall remain in full force and effect.

Standard of Care
Services performed under this agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. No warranties, express or implied, are made in connection with services performed under this Agreement. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the parties

Third Party Beneficiaries
The parties agree that the services performed pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, is benefited by the services performed pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

Waiver of Certifications
No party to this Agreement shall be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. No party to this Agreement shall be required to sign any documents which would result in that party having to certify, guarantee, or warrant the existence of conditions which they cannot ascertain.

Corporate Protection
It is intended by the parties to this agreement that the SE's services in connection with the project(s) shall not subject the SE's individual owners, officers or employees to any legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the client agrees that as the client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the SE firm, and not against any of SE firm's individual owners, officers or employees

Force Majeure

SE shall not be responsible for delays caused by factors beyond SE's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of SE's services or work product, or delays caused by faulty performance by the Client's or by contractors of any level. When such delays beyond SE's reasonable control occur, the Client agrees that SE shall not be responsible for damages, nor shall SE be deemed in default of this Agreement.

Public Records Act

SE acknowledges Benton County is a governmental entity subject to the Public Records Act, Chapter 42.56 RCW. Accordingly, SE further acknowledges that Benton County could be obligated to produce all records relating to SE's scope of work on this project. Should SE believe any documentation relating to its scope of work on this project is confidential or property, SE must obtain an order of protection from an appropriate court preventing Benton County from releasing said documentation at no expense to the county.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023
Subject:	Execution of First Amendment with PBS Engineering and Environmental Inc. for on-call geophysical/geotechnical services
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

On November 8, 2022, the Board of Benton County Commissioners executed a contract with PBS Engineering and Environmental, Inc. for on-call geophysical/geotechnical services. The contract expires on December 31, 2023 and allows for a one year extension.

The First Amendment is necessary to extend the expiration date to December 31, 2024, and to update the rate table attached as Exhibit B.

Fiscal Impact

Amount: **$**130,000.00 excluding WSST

Fund: This contract is between Benton County and PBS and will be paid for by the Departments utilizing the Contract.

Recommendation

The Public Works Manager recommends execution of the attached First Contract Amendment with PBS Engineering and Environmental, Inc. for on-call geophysical/geotechnical services in an amount not to exceed $130,000 excluding WSST and extending the expiration date to 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 ENTERING INTO A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND PBS ENGINEERING AND ENVIRONMENTAL, INC. OF RICHLAND, WA FOR ON-CALL GEOPHYSICAL/GEOTECHNICAL SERVICES

WHEREAS, on November 8, 2022 the Board of Benton County Commissioners, via Resolution 2022-813, entered into a Contract with PBS Engineering and Environmental, Inc. for on-call geophysical/geotechnical professional services; and

WHEREAS, the First Contact Amendment is needed to extend the contract termination date from December 31, 2023 to December 31, 2024 and to update the contract rates; **NOW, THEREFORE,**

BE IT RESOLVED, that the attached First Amendment to the Professional Services Contract between Benton County and PBS Engineering and Environmental, Inc. is hereby approved, and the Chairman is hereby authorized to sign said Amendment; and

BE IT FURTHER RESOLVED, the contract expiration date shall be extended to December 31, 2024.

Dated this 10th day of October 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Procurement
c: Auditor, PA, PBS

D. Hope

DocuSign Envelope ID: 7B0CE7DE-9F4D-4DD4-94E9-F6C4A3834804

FIRST CONTRACT AMENDMENT
to the
ARCHITECTURAL/ENGINEERING
PROFESSIONAL SERVICES CONTRACT
WITH
PBS ENGINEERING AND ENVIRONMENTAL, INC.

THIS FIRST 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 (hereinafter "COUNTY"), and **PBS ENGINEERING AND ENVIRONMENTAL INC.**, a corporation organized under the laws of the State of Oregon and authorized to do business in the State of Washington with its principal offices at 4412 S. Corbett Ave., Portland, Oregon 97239-4207 and locally at 400 Bradley Blvd Ste 106 Richland, WA 99352 (hereinafter "CONTRACTOR").

WHEREAS, the parties entered into a Professional Services Contract dated November 6, 2022 (the "CONTRACT") for the purpose of providing as-needed on-call geophysical/geotechnical, environmental, and cultural resource survey for multiple Benton County Departments.

WHEREAS, both parties have agreed to modify certain terms of the Contract to extend the contract termination date and to adjust the compensation section.

NOW, THEREFORE, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of the original Contract shall remain in effect except for Sections 2 and 5 which are amended as follows:

2. DURATION OF CONTRACT: is hereby deleted and replaced in its entirety with the following:

The initial term of this Contract began on November 8, 2022 and ends December 31, 2023. Pursuant to the amendment to the Contract, the extended term of the Contract 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.

5. COMPENSATION: is hereby deleted and replaced in its entirety with the following:

a. For the services performed under this Contract during the initial term, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Rate Table", which is attached to the Contract and incorporated herein by reference excluding W.S.S.T. For services performed under this amended Contract during the extended term, the CONTRACTOR shall be paid at the rates set forth in Exhibit B, "Rate Table", which is attached hereto and incorporated herein by reference, excluding W.S.S.T.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one hundred thirty thousand dollars ($130,000.00), excluding W.S.S.T.

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

d. The CONTRACTOR may, in accordance with Exhibits A and 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

DocuSign Envelope ID: 7B0CE7DE-9F4D-4DD4-94E9-F6C4A3834804

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this First Contract Amendment to be signed by their duly constituted legal representatives, each of whom is dully authorized to execute the same, and it is effective on the last date signed.

Dated:_____

FOR: BENTON COUNTY

Will McKay, Chairman

Approved as to Form:

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...

LeeAnn Holt, Civil Deputy Prosecuting Attorney

Dated: 9/27/2023

FOR: PBS ENGINEERING AND ENVIRONMENTAL INC.

DocuSigned by:
Jason Mattox
93D29DB25292416...

Signature

Vice President

Title:

Jason Mattox

Print Name

DocuSign Envelope ID: 7B0CE7DE-9F4D-4DD4-94E9-F6C4A3834804

EXHIBIT B

2023 HOURLY RATE SCHEDULE
EFFECTIVE JULY 1, 2023

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING

Engineering Technician	115.00
Engineering Staff I	137.00
Engineering Staff II	152.00
Engineering Staff III	168.00
Engineer IV	178.00
Engineer V	190.00
Engineer VI	205.00
Engineer VII	220.00
Engineer VIII	235.00
Structural Project Engineer V	200.00
Sr. Structural Project Engineer VI	225.00
Structural Project Manager VII	240.00
Sr. Structural Project Manager VIII	255.00
Principal Engineer	270.00
Design Technician I	125.00
Design Technician II	137.00
Design Technician III	142.00
Design Technician IV	152.00
Engineering Geologist I	155.00
Engineering Geologist II	177.00
Landscape/Planning I	105.00
Landscape/Planning II	115.00
Landscape/Planning III	127.00
Landscape/Planning IV	142.00
Landscape/Planning V	162.00
Landscape/Planning VI	185.00
Landscape/Planning VII	210.00
Construction Inspector I	118.00
Construction Inspector II	130.00
Construction Inspector III	148.00
Construction Inspector IV	160.00
Construction Inspector V	172.00
Construction Inspector VI	190.00
Construction Manager I	185.00
Construction Manager II	195.00
Construction Manager III	205.00
Construction Manager IV	215.00

SURVEY

Survey I	106.00
Survey II	126.00
Survey III	134.00
Survey IV	142.00
Survey V	155.00
Survey VI	175.00
Survey VII	200.00
Survey 1-Person Crew	162.00
Survey 2-Person Crew	220.00
Survey 3-Person Crew	270.00
Unmanned Aerial Sys Operator I	152.00
Unmanned Aerial Sys Operator II	165.00
Unmanned Aerial Sys Operator III	195.00

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	90.00
Ind. Hygienist/AHERA Inspector I	100.00
Ind. Hygienist/AHERA Inspector II	110.00
Certified Industrial Hygienist I	140.00
Certified Industrial Hygienist II	180.00
Sr. Industrial Hygienist I	150.00
Sr. Industrial Hygienist II	165.00
Trainer/Safety Specialist	135.00
Project Designer/Planner	125.00
Project Manager (IH)	135.00
Sr. Project Manager (IH)	155.00
Principal – Industrial Hygiene	210.00

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.

DocuSign Envelope ID: 7B0CE7DE-9F4D-4DD4-94E9-F6C4A3834804

2023 HOURLY RATE SCHEDULE

EFFECTIVE JULY 1, 2023

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENVIRONMENTAL

Field Technician I	90.00
Field Technician II	95.00
Field Scientist/Planner	95.00
Staff Scientist/Planner I	105.00
Staff Scientist/Planner II	115.00
Project Scientist/Planner I	130.00
Project Scientist/Planner II	135.00
Project Scientist/Planner III	145.00
Sr. Scientist/Planner I	170.00
Sr. Scientist/Planner II	180.00
Principal Scientist/Planner	250.00
Staff Environmental Regulatory Specialist	110.00
Project Environmental Regulatory Specialist	135.00
Sr. Environmental Regulatory Specialist	170.00
Project Environmental Compliance Monitor	135.00
Sr. Environmental Compliance Monitor	145.00
Staff Geologist I	110.00
Staff Geologist II	120.00
Project Geologist I	130.00
Project Geologist II	140.00
Sr. Geologist I	155.00
Sr. Geologist II	175.00
Sr. Geologist III	195.00
Sr. Geologist IV	225.00
Principal Geologist	250.00
Project Hydrogeologist I	130.00
Project Hydrogeologist II	140.00
Sr. Hydrogeologist I	160.00
Sr. Hydrogeologist II	180.00
Sr. Hydrogeologist III	195.00
Sr. Hydrogeologist IV	225.00
Principal Hydrogeologist	250.00
Project Manager (Env)	140.00
Sr. Project Manager I	150.00
Sr. Project Manager II	165.00
Sr. Project Manager III	180.00
Sr. Project Manager IV	190.00
Sr. Project Manager V	210.00
Sr. Project Manager VI	225.00

TECHNICAL SUPPORT STAFF

Administration I	95.00
Administration II	105.00
Administration III	115.00
Project Administrator I	100.00
Project Administrator II	110.00
Project Administrator III	120.00
Project Administrator IV	130.00
CAD/MicroStation Tech I	110.00
CAD/MicroStation Tech II	120.00
CAD Manager	140.00
Writer/Editor I	110.00
Writer/Editor II	125.00
Graphic Artist	115.00
IT/Database Management	125.00
GIS Analyst I	110.00
GIS Analyst II	130.00
GIS Analyst Manager	150.00
Grant Writer	145.00
Public Involvement I	100.00
Public Involvement II	115.00
Public Involvement III	130.00
Public Involvement IV	150.00
Public Involvement Manager	170.00

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023
Subject:	Execute contract with MG Wagner Co. Inc. for the Justice Center Roof Repair 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

Earlier this year, during the annual testing of the main backup generator for the Justice Center, the exhaust pipe overheated and caused a surrounding roof to catch fire. The City of Kennewick Fire Department was able to respond quickly and extinguish the fire before much damage could be done.

Due to the warranty & type of roof, only Firestone-certified contractors are allowed to perform the repair work. The Purchasing Department solicited quotes from certified contractors in the area and only received one response from MG Wagner Co. Inc of Yakima, WA.

A Contract has been put together, approved by our Departmental Civil Deputy Prosecuting Attorney, and signed by MG Wagner Co. Inc.

Fiscal Impact

Amount: $8.907.00 excluding WSST

Fund: General Fund – Facilities Department

Recommendation

It is recommended the Board approve and sign the contract with MG Wagner Co. Inc. for the Justice Center Roof Repair 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 CHAIRMAN TO SIGN THE CONTRACT WITH MG WAGNER CO. INC. FOR THE JUSTICE CENTER ROOF REPAIR PROJECT

WHEREAS, earlier this year, during the annual testing of the main backup generator for the Justice Center, the exhaust pipe overheated and caused a surrounding roof to catch fire; and

WHEREAS, the City of Kennewick Fire Department was able to respond quickly and extinguish the fire before much damage could be done; and

WHEREAS, due to the warranty and type of roof, only Firestone-certified contractors are allowed to perform the repair work; and

WHEREAS, the Purchasing Department solicited quotes from certified contractors in the area and only received one response from MG Wagner Co. Inc. of Yakima, WA; 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 $8,907.00, excluding Washington State Sales Tax has been executed by MG Wagner Co. Inc.; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the contract with MG Wagner Co. Inc., in the amount of $8,907.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the project shall begin on the date of the execution of the Contract and expire December 31, 2023.

Dated this 10th day of October, 2023.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement P.Schut
cc: Auditor, MG Wagner Co. Inc.

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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 **MG WAGNER CO. INC** a corporation organized under the laws of the State of Washington with its principal offices at 1401 Hathaway, Yakima WA 98909 (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 – Roofing Bid;
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 repair the damage section of roof on the Justice Center. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Roofing Bid", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

d. The 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.

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

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

g. 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:	Ric Fernandez
Address:	1401 Hathaway Yakima, WA 98909
Phone:	509-575-0934
Email:	ric@mgwagnerroofing.com

b. For COUNTY:

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

Name:	Paul Schut
Address:	7122 W Okanogan Place; STE E330 Kennewick, WA 99336
Phone:	509-737-3943
Email:	Paul.Schut@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 Nine Hundred and Seven Dollars and Zero Cents ($8,907.00), excluding W.S.S.T., in accordance with Exhibit A, "Roofing Bid", which is attached hereto and incorporated herein by reference.

The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Eight Thousand Nine Hundred and Seven Dollars and Zero Cents ($8,907.00), excluding W.S.S.T.

b. 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/.

c. 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.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

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

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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.

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**

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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.

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

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

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

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

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed 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

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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

d. **Other Insurance Provisions:**

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

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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

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

3. All written notices under this Section 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.

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. INSPECTION OF BOOKS AND RECORDS

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving 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.

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 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-

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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 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

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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 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

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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; and the Public Records Act.

28. CONFIDENTIALITY

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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 -

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

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:_____	Date: 9/20/2023
BENTON COUNTY	**MG WAGNER CO., INC.**
	DocuSigned by: Ric Fernandez CBB81CD30AA345F3...
Chairman Benton County Board of County Commissioners	Signature
	Project Manager
Approved as to Form:	Title:
DocuSigned by: Leelun Holt D9A9308B67BB475...	Ric Fernandez
Civil Deputy Prosecuting Attorney	PRINTED NAME

DocuSign Envelope ID: B88A19E8-F99B-463C-872F-782D0D76D032

M.G. Wagner Co., Inc.
ROOFING SPECIALISTS
Since 1987

Exhibit A:

ROOFING BID

To: Benton County **From:** Ric Fernandez

Fax: **Pages:** 1

Phone:

Attn: *Paul*

PROJECT: ***Benton County Justice Center – Roof Repair (Fire Damage)***

SCOPE OF WORK: Roof Repair at Kennewick Justice Center

- Square up fire damaged area, remove debris from the site.
- Install 2 layers of 2.5" polyisocyanurate insulation over the roof deck. Over the base layers of insulation, install ½-inch HD Iso coverboard (80psi). All layers will be adhered to the roof deck using insulation adhesive.
- Install fully adhered 90mil Platinum EPDM. Tie-in new membrane to existing. Re-flash parapet walls, remove and reinstall coping cap as necessary.
- The scope of work as described will match the existing assembly. All work will be done as per Elevate (formerly Firestone) specifications so that the existing NDL warranty remains intact.

LABOR & MATERIALS: $8,907.00

Bid does not include sales tax (or permit fees if required).

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023
Subject:	Affordable Housing Fund (2060) steering committee funding recommendations
Presenter:	Kyle Sullivan
Prepared By:	Kyle Sullivan
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

The Affordable Housing Fund (2060) is supported by document recording fees. This fund is focused on capital investments in affordable housing. It allows the County to partner with developers, Housing Authorities, cities, etc. to invest in affordable housing. Spending recommendations are made by a steering committee made up of one representative from each of the cities in the county and one representative from the county. The steering committee meets annually to go over the fund balance and make recommendations on the amount of funding to release by way of an RFP. Due to COVID there hadn't been funding released in the last couple of years, which allowed the fund to grow. The steering committee recommended releasing $1,000,000, which made up almost the entire fund balance. The applicants present their project to the steering committee and the committee advises the Human Services Manager what projects to recommend to the BOCC to fund. The Human Services Manager presents those recommendations to the BOCC for approval and authorization to enter into contracts with the recommended entities. Included on the next page is a summary of the recommended projects.

Fiscal Impact

There is no impact to current expense. All revenues and expenditures are from the Fund 1520 Affordable Housing Fund. The steering committee recommended releasing $1,000,000.

Recommendation

Approve the recommendations from the 2060 steering committee and authorize the Human Services Manager to enter into contracts with the four agencies that were recommended for funding.

Suggested Motion

None.

BENTON COUNTY 2060

The Benton County steering committee recommends funding four projects. A brief summary is listed below.

- **My Friends Place HOPE Center** - $58,305.00 to expand the shelter by converting an existing shared bathroom into two separate bathrooms-one female and one male in order to complete licensing requirements. The Center also needs to replace the HVAC system due to not being able to be repaired and replacing current lighting system because some fixtures are not operable. They have been advised by State licensers to make the upgrade. Once the upgrades are completed the center will be able to provide new services to serve homeless youth ages 13-15 years, in addition to the 16–20 years old they currently serve.

- **Seasons Housing 4** - $200,000.00 to acquire a recovery home to serve 15 unique individuals with homelessness who are in the process of following programs from the courts, treatment centers or issues with substance abuse. Seasons Housing has already acquired three homes and serving 27 males and 8 females. This has benefited our community to enable individuals to get housed and achieve housing stability, while addressing issues related to their substance use disorder.

- **Bubble on Gun-Home Sweet Home (Kennewick Housing Authority)** - $400,000.00 to braid with other funding for 58 units for affordable housing located in Kennewick. It is a mix of apartment and townhome styles that serve households at or below 50% area median income (AMI) with units set aside for those at or below 30% AMI to prevent homelessness. Rents will be set below market rate with many units utilizing housing voucher assistance. A portion of the units are designed for the populations with physical or mental disabilities as well as families with children, and veterans.

- **Brad Bricker - Dual Duplex Renovation** - $341,695.00 to renovate 2 uninhabitable residences into affordable housing duplexes. One duplex is in Kennewick and another one in Richland.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023 **Memo Date:** September 29, 2023
Subject:	Amendment #1: Voluntary Stewardship Program (VSP) contract between Benton County and The State Conservation Commission for 2023-2025
Presenter:	Greg Wendt
Prepared By:	Greg Wendt
Reviewed By:	Greg Wendt
PA Review, Approval to Form:	Yes X 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 each biennium the State has provided adequate funding for the Program and Benton County was provided with grants from the Washington State Conservation Commission, which allowed Benton County to initiate the development of a VSP Work Plan which was completed in 2018.

To continue implementation, the 2023-2025 Biennium VSP Contract between Benton County and the Washington State Conservation Commission was approved on July 18, 2023.

The Washington State Conversation Commission is now proposing an amendment to the 2023-2025 Biennium VSP Contract increasing the budget amount allocated to Contract No. K2407 by $47,000.00. These funds are to be used for VSP monitoring activities in compliance with VSP Monitoring Expense Guidelines. The appropriated amount for Benton County Contract K2407 with the State Conservation Commission (SCC) for VSP Monitoring activities will increase the total Grant amount from $240,000.00 to $287,000.00.

Please note the original Contract (K2407) was submitted to the Board without PA Approval to Form. The PA requested changes to the standardized State Contract which were not supported by the State. Similar concerns exist with this amendment.

Fiscal Impact

The amendment and existing contract with the State Conservation Commission is a pass through Grant and does not require matching funds from the County. A budget amendment will be presented to the Board of Commissioners in October updating the additional contract amount.

Recommendation

It is the recommendation of Planning staff that the Board of County Commissioners approve and authorize the Chairman to sign Amendment #1 for SCC Contract No. K2407 to be used for VSP monitoring activities in compliance with VSP Monitoring Expense Guidelines (see attached).

Motion

The Board of County Commissioners approve and authorize the Chairman to sign Amendment #1 for SCC Contract No. K2407 to be used for VSP monitoring activities in compliance with VSP Monitoring Expense Guidelines (see attached).

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: VOLUNTARY STEWARDSHIP PROGRAM (VSP), FIRST AMENDMENT TO THE GRANT CONTRACT (K2407) BETWEEN THE WASHINGTON STATE CONSERVATION COMMISSION AND BENTON COUNTY TO INCREASE THE CONTRACT BUDGET BY $47,000.00 FOR VOLUNTARY STEWARDSHIP PROGRAM (VSP) MONITORING ACTIVITIES.

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 July 18, 2023, Benton County adopted Resolution 2023-511 and approved the 2023-25 Biennium Contract No. K2407 between Washington State Conservation Commission and Benton County for the continued implementation of the County's VSP Program; and,

WHEREAS the Washington State Conservation Commission is proposing a First Amendment to the 2023-2025 Biennium VSP Contract and increase the budget amount allocated to Contract No. K2407 by $47,000.00 and these funds are to be used for VSP monitoring activities in compliance with VSP Monitoring Expense Guidelines; and,

WHEREAS the legislature has increased the overall appropriated amount for Benton County's 2023-2025 VSP activities from $240,000.00 to $287,000.00; NOW THEREFORE,

BE IT RESOLVED that upon entering into the First Amendment to Contract No. K2407 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 First Amendment to Contract No. K2407 2023-2025 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 effective upon signature of both parties.

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: PA, State Conservation Commission, PLN

WASHINGTON STATE CONSERVATION COMMISSION
FORMAL AMENDMENT #1

Date: **July 1, 2023**

To: **Benton County**

From: **Conservation Commission**

Reference: **Contract No. K2407-VSP Benton, VSP Benton**

Subject: **Unilateral Amendment to Change this Contract**

This amendment unilaterally amends the contract #K2407-VSP Benton, changing the contract budget by $47,000.00 and the match budget by $0.00 under Intermediate Outcomes and Programs/Projects listed below. The $47,000 in Monitoring funds is provided to complete VSP Monitoring tasks and is to be utilized in compliance with the **VSP Monitoring Expenses Guidelines**. Amendment 1 increases the not to exceed K2407 contract total to $287,000.

Outcome	Program	Project	Amendment Description	Budget Amount	Match Amount
2.0	40000		Monitoring funds NB	$47,000.00	
			Total for Amendment #1	**$47,000.00**	**$0.00**

Nicole Boyes, Administrative Services

September 25, 2023

Date

Monitoring Funds cannot be accessed until Amendment 1 is executed by County Responsible Party and returned to Conservation Commission.

VSP County Responsible Party

Date

VSP Monitoring Expenses Guidelines

July 2023

Introduction

During the 2023 legislative session, the State Conservation Commission (SCC) received $1,420,000 in operating funds for the 2023-25 biennial budget to support county Voluntary Stewardship Program (VSP) monitoring and reporting efforts ($47,000 / county / for the biennium).

The budget proviso language states, "*Funding of the public works assistance account is provided solely to support monitoring and reporting efforts necessary to evaluate the implementation and effectiveness of voluntary stewardship program work plans.*"

Summary

After conducting outreach to VSP stakeholders, including counties and conservation districts, SCC leadership in conjunction with the SCC science team has determined that these funds can be used for the following purposes:

1. Creating a monitoring plan, conducting monitoring, and analyzing and reporting on monitoring, either by the county or the county's Technical Service Provider (TSP).
2. Monitoring training.
3. Purchasing equipment designed specifically for monitoring.
4. Hiring a consultant to create a monitoring plan, conduct monitoring, or to analyze and report on monitoring.

Allowed Uses

1. Creating a monitoring plan, conducting monitoring, and analyzing and reporting on monitoring, either by the county or the county's Technical Service Provider (TSP).

A monitoring plan is one that is designed to facilitate the collection, analysis, and reporting of information for VSP. Each county is free to choose how to create a monitoring plan. SCC has created the *Watershed Monitoring Project Development Guide for the Voluntary Stewardship Program in Washington (Guide)* that can be used as a resource for this purpose. If a county does not have a monitoring plan in place, these funds can be used to create one and to pay the salaries of the county or TSP staff to do so.

Until a monitoring plan is in place, these funds can be used to support monitoring efforts under the current county-wide VSP work plan that was created by the work group. The monitoring plan

must be complete by the end of the biennium in which it is funded. **Before the contract can be closed out the county must demonstrate to SCC VSP staff that a monitoring plan has been created by providing a link.**

2. Monitoring training.

Training is often required to meet data quality objectives and overall monitoring goals. Training may relate to field methods (e.g., wetland, riparian, or habitat assessments), equipment (e.g., water probes, GPS units, or drones), lab analysis (e.g., chain of custody, holding times, or soils analysis), and/or data management and analysis (e.g., spreadsheets, tablets, software, databases, etc.) (Guide, page 136).

The VSP Billing FAQ limits training expenses for the fiscal year to $2,000, but that limit does not apply to monitoring training and the use of these monitoring funds, as defined herein. However, requests that exceed $2,000 in a fiscal year will be considered on a case-by-case basis. Monitoring training is a conditionally allowable expense. All other training requirements apply per the SCC Grants and Contracts Procedure Manual (Manual) and VSP Billing FAQ.

3. Purchasing equipment designed specifically for monitoring.

A monitoring equipment purchase is a conditionally allowable expense and must have prior written authorization from SCC VSP staff for all purchases. All requests over $2,000 for the purchase of monitoring equipment must use the VSP Equipment Purchase Request Form, and all same requirements in the VSP Equipment Purchase Request Form apply to monitoring equipment. Monitoring equipment purchase costs need to be directly related to the monitoring activities of the Voluntary Stewardship Program (VSP) watershed work group.

All work performed under the grant or contract and any monitoring equipment purchased will be made available to SCC and to any authorized state, federal, or local representative for inspection at any time during the course of the grant or contract and for at least three years following grant or contract termination or dispute resolution (Manual).

Equipment is defined in the Manual as:

Equipment is considered tangible personal property which is used in operations and has a useful life of more than one year. Some examples are furnishings, tools, and computer hardware and software. Equipment may be attached to a structure for purposes of securing the item, but unless it is permanently attached to, or an integral part of, the building or structure, it is classified as equipment and not real property (Manual, pg.74).

Monitoring equipment is not defined in the Manual, but includes, *and is not limited to*:

- Field Measurement devices and equipment. These devices measure conditions on-the-ground, typically using some type of equipment or probe, such as a staff gauge, or surface water probe. Examples include the use of equipment to measure stream flow, water temperature, or turbidity in the field (Guide, page 136).
- Monitoring supplies (e.g., water sample bottles, test strips, reagents, etc.) (Guide, page 142).

- Field computers (vs. desktop/non-rugged laptop).
- Database software.
- GIS software.
- Batteries.
- Spare parts used in monitoring equipment.
- Well digging for monitoring placement.
- Water quality meter.
- Drones (drone training would be requested under #2, above).
- Cameras/wildlife cams.
- Software for data collection and analysis and the data itself.
- Other equipment costs incurred by the county necessary to adhere to the monitoring plan or program QAPP/SOP guidelines.

Monitoring equipment includes equipment that facilitates monitoring, except **vehicles, ATVs, or UTVs, while arguably useful in monitoring, are not an allowable expense.** In all cases, the monitoring equipment must be identified in the monitoring plan and is needed to achieve countywide work plan goals around monitoring.

Equipment must be purchased and in the possession of the county or the county's agent or sub-contractor by June 30 at the end of each biennium or SCC cannot guarantee reimbursement.

Equipment maintenance:

- The inspection, calibration, testing, maintenance, and/or cleaning of field and lab equipment and instruments. Field and lab equipment and instruments used for monitoring should undergo routine inspections, maintenance, and/or cleaning to ensure they are in good working order (Guide, page 141).
- Any supplies needed for monitoring should be periodically inspected to ensure they are in good working order, available in sufficient quantity to meet monitoring objectives, and not expired (e.g., expiration of some reagents or other materials) (Guide, page 142).

***IMPORTANT*: All requests over $2,000 for the purchase of monitoring equipment must use the VSP Equipment Purchase Request Form, and all same requirements in the VSP Equipment Purchase Request Form apply to monitoring equipment** (for example, county work group approval must be obtained prior to the submittal of the request, documentation related to work plan goals and benchmarks must be provided, etc. Please see the requirements on the VSP Equipment Purchase Request Form for more details.

4. Hiring a consultant to create a monitoring plan, conduct monitoring, or to analyze and report on monitoring.

Consultants may be hired to conduct monitoring necessary to document progress toward work plan goals and benchmarks, and to meet VSP statutory requirements.

Consultants may be hired to analyze and report on monitoring that is used to document progress toward work plan goals and benchmarks, and to meet VSP statutory requirements.

State procurement requirements and policies as well as those in the Manual apply to the procurement of consultant services.

Other Eligible Expenses

Partnering with other entities to conduct VSP-specific monitoring, such as paying for a subset of sampling or staff time to ensure the VSP-appropriate data is collected from, with, or by the partner.

Disallowed Uses

The following are not eligible for funding under these guidelines:

- Vehicles, ATVs, or UTVs.
- Funding education and outreach materials on monitoring.
- Funding for fair booths.

Acknowledgement

In all cases, the monitoring expense request is required to achieve countywide work plan goals around monitoring.

When a county or the county TSP submits vouchers for eligible monitoring expenses as described herein, they acknowledge and assure that they have a VSP implementation budget on file with SCC which was approved by the county or county VSP watershed work group, or that they have the permission and approval of the county or county VSP watershed work group (permission and approval obtained during an open, public meeting) to make this request.

Counties or county TSPs are cautioned to read, understand, and use these guidelines before vouchering for the use of these monitoring funds. **Vouchering for expenses not authorized in these guidelines will result in the denial of the expense contained in the voucher.**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/10/2023
Subject:	Adjusting Deputy Morfin's Monthly Vacation Accrual
Presenter:	Undersheriff Law
Prepared By:	Katie Gillies, CFO
Reviewed By:	Carlee Nave, Human Resources Director

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

Article 15.5 of the Deputy CBA states, "Prior to being hired, the Sheriff or designee may, with the approval of the Board of Commissioners, allow a lateral deputy with six (6) or more years of experience to start accruing vacation equivalent to an employee who has six (6) continuous years with the County, twelve (12) hours per month, after completing six (6) months of employment with the County.

Deputy Efren Morfin started with Benton County 3/15/2023 and was a certified lateral applicant from Yakima Police Department where he was employed since 2007.

Deputy Efren Morfin has been employed with the Benton County Sheriff's Office for six months and is eligible to accrue twelve (12) hours of vacation per month.

This was missed prior to the deputy being hired because this was new language in the contract and an oversight by Sheriff administration, but Sheriff Administration has partnered with the Guild, and they have agreed that bringing the request now aligns with the spirit of the intent of the Agreement.

Fiscal Impact

N/A

Recommendation

The Benton County Sheriff recommends approving Lateral Deputy Efren Morfin to accrue twelve (12) hours of vacation effective 11/1/2023 in accordance with Article 15.5 of the Deputy CBA.

Suggested Motion

The Board of Benton County Commissioners desires to approve the adjustment of vacation accrual for lateral deputy Efren Morfin to twelve (12) hours per month effective 11/1/2023 and that lateral deputy Efren Morfin's anniversary date for the purposes of vacation accruals shall be November 1, 2017.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ADJUSTING DEPUTY EFREN MORFIN'S MONTHLY VACATION ACCRUAL TO TWELVE (12) HOURS PER MONTH TO HONOR HIS SIX (6) OR MORE YEARS OF PREVIOUS LAW ENFORCEMENT SERVICE

WHEREAS, Article 15.5 of the Deputy CBA states, "Prior to being hired, the Sheriff or designee may, with the approval of the Board of Commissioners, allow a lateral deputy with six (6) or more years of experience to start accruing vacation equivalent to an employee who has six (6) continuous years with the County, twelve (12) hours per month, after completing six (6) months of employment with the County"; and

WHEREAS, deputy Efren Morfin started with Benton County 3/15/2023 and was a certified lateral applicant from Yakima Police Department where he was employed since 2007; and

WHEREAS, deputy Efren Morfin has been employed with the Benton County Sheriff's Office for six months and is eligible to accrue twelve (12) hours of vacation per month;

WHEREAS, the Benton County Sheriff recommends approving Lateral Deputy Efren Morfin to accrue twelve (12) hours of vacation effective 11/1/2023 in accordance with Article 15.5 of the Deputy CBA; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners desires to approve the adjustment of vacation accrual for lateral deputy Efren Morfin to twelve (12) hours per month effective 11/1/2023; and

BE IT FURTHER RESOLVED, that lateral deputy Efren Morfin's anniversary date for the purposes of vacation accruals shall be November 1, 2017.

Dated this _____day of_____, 2023

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Attest: _____
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, HR

Prepared by: K. Gillies

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 10, 2023
Subject:	Purchase of Mobile Police Radio Replacement Equipment from Motorola Solutions utilizing NASPO Contract 00318 for the Benton County Sheriff's Office
Presenter:	Sheriff Croskrey with Katie Gillies and Charles Glasscock
Prepared By:	Lisa Small / Charles Glasscock
Reviewed By:	Jeff Aultman; BCSO; Purchasing Dept.

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

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

Summary / Background Information

Benton County Sheriff's Office wishes to purchase new Motorola APX N70 handheld radios. These radios utilize new technology to switch between the traditional 800 MHz radio band and cellular LTE bands to increase the likelihood Deputies will be able to communicate with Dispatch at any time. Due to well-known and documented dead areas in the 800 MHz band in certain areas of the County, this is a Deputy Safety issue that the Sheriff feels needs to be resolved quickly. BCSO has coordinated with Matt Rasmussen to execute this purchase out of the County Capital Fund.

BCSO received a quote from Motorola Solutions, attached hereto as Exhibit B to the Purchase Agreement, for the purchase of 83 APX portable mobile radios plus all necessary equipment for a total amount of $645,575.50 including WSST, plus freight charges to be calculated upon time of delivery, based on the NASPO Contract No. 00318.

Fiscal Impact

One-Time Cost: $645,575.50 including WSST plus freight charges to be calculated upon the time of delivery

Fund: County Capital Fund

Recurring Costs: $11,952 annual Motorola Subscription fee AND $9,960 annual Verizon cost for sims, excluding taxes and fees

Fund: Sheriff's Office Public Safety Sales Tax Funds

Recommendation

Approve the attached Resolution authorizing the BCSO to purchase a total of 83 hand-held mobile police radio replacement equipment for an amount not to exceed $645,575.50 including WSST plus additional freight charges to be calculated upon the time of delivery and authorize the Chairman to sign the attached Purchase Agreement between Benton County and Motorola Solutions.

Suggested Motion

I move to authorize the purchase of the radios and equipment and to authorize the Chairman to sign the Purchase Agreement between Benton County and Motorola Solutions.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF (83) HAND-HELD MOBILE POLICE RADIO REPLACEMENT EQUIPMENT FROM MOTOROLA SOLUTIONS UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICE NASPO CONTRACT NO. 00318 FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, Benton County Sheriff's Office (BCSO) has known areas of poor radio coverage that can prevent communications with Southeast Communications Center Dispatch; and

WHEREAS, the Motorola APX N70 radio, when equipped with a SIM card and active subscription for Motorola's Smart Connect solution, utilizes new technology to automatically switch from radio frequencies to cellular communications, thus alleviating dead spots; and

WHEREAS, BCSO requests to purchase 83 Motorola APX N70 radios; and

WHEREAS, the County Administrator has agreed to utilize the County Capital Fund for purchasing these radios; and

WHEREAS, BCSO received a quote from Motorola Solutions, attached hereto as Exhibit B to the Purchase Agreement, for the purchase of said equipment for a total amount of $645,575.50 including WSST, plus freight charges to be calculated upon the time of delivery, based on the NASPO Contract No. 00318; and

WHEREAS, BCSO is aware that they will need to fund the $11,952 annual Motorola subscription fee and 83 Verizon data-only lines at a cost of $9,960 per year excluding taxes and fees; and

WHEREAS, the Sheriff, in his belief that this technology is critical for deputy safety, recommends the purchase of the Motorola APX N70 radios; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and authorizes the purchase of (83) mobile police radio replacement equipment for the Benton County Sheriff's Office from Motorola Solutions utilizing the Washington State Department of Enterprise Services NASPO Contract No. 00318 in the amount of $645,575.50 including WSST plus freight charges to be calculated upon the time of delivery to be paid from the County Capital Fund; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Purchase Agreement between Benton County and Motorola Solutions.

Dated this _____ day of _____, 2023.

_____
Chairman of the Board

_____
Commissioner

Attest.....
Clerk of the Board

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Original: File – Sheriffs Office
cc: Auditor; PA, Motorola Solutions

C. Glasscock

PURCHASE AGREEMENT
Benton County, Washington

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

RESOLUTION No: _____

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

Vendor: Motorola Solutions

Vendor Code:

Vendor Contact: Andrew Chyterbok

Vendor Contact (360) 409-3223

Vendor Principal Place of Business: 500 W Monroe Street, Suite 4400, Chicago, IL

AGREEMENT:

In exchange for the consideration identified herein, the Vendor agrees to provide the following equipment to Benton County under the terms described within this Agreement.

Ship To:	Bill To:
Benton County Sheriff's Office 7122 W. Okanogan Pl. Suite A120 Kennewick, WA 99336	Benton County Sheriff's Office 7122 W. Okanogan Pl. Suite A120 Kennewick, WA 99336

P.O. Date: 9/26/2023

Delivery Date:

Line	Description	Qty	Unit Price	Total Price
1	Exhibit B - Motorola Solutions Quote #2284824	1	593,905.66	593,905.66

The term of this Agreement shall be 6 months from the date of execution. Payment is due by the County to Vendor after receipt of equipment and within thirty (30) days of invoice date.

SUB TOTAL =	$	593,905.66
8.70% SALES TAX =		51,669.79
TOTAL ORDER =	$	645,575.45

This Purchase Agreement incorporates by reference all terms and conditions of NASPO ValuePoint Agreement #00318 (attached hereto as Exhibit A), Motorola Solutions Quote #2284824 (Exhibit B), and Products Price Schedule (attached hereto as Exhibit C).

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

In case of conflict, the order of precedence is:
1. Exhibit A - The NASPO ValuePoint Agreement #00318;
2. Exhibit B - Motorola Solutions Quote #2284824;
3. Exhibit C - Products Price Schedule;
4. This Purchase Agreement.

Questions and Clarifications should be addressed to the Buyer Contact:

Contact: Charles Glasscock

Address: 7122 W. Okanogan Pl, Suite A120
Kennewick, WA 99336

Phone: (509) 735-6555 Ext. 3439

Email charles.glasscock@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor): _____
Jeff Aultman, Civil DPA

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Roy Kyser Title: Area Sales Manager
Date: 10/5/23

Vendor Signature:

Chairman
Benton County
Board of Commissioners: Will McKay, Chairman Date:

Exhibit A

Washington State Department of
Enterprise Services

PARTICIPATING ADDENDUM

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

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

COOPERATIVE PURCHASING MASTER AGREEMENT No: 00318

for

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

and

State of Washington
(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT NO.: 00318

This Participating Addendum for the above referenced Cooperative Purchasing Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Motorola Solutions, Inc., a Delaware corporation ("Contractor") and is dated and effective as of January 1, 2022.

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

face of the check.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **GENERAL:**

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

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and

authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

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

(d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

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

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

Final Audit Report 2022-02-11

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

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

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

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

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

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

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

Exhibit B

MOTOROLA SOLUTIONS

Quote Number: QUOTE-2284824

Billing Address:
BENTON COUNTY SHERIFF'S OFFICE
7122 W OKANOGAN PL, STE A120
KENNEWICK WA, 99336

Quote Date: 2023-08-16
Expiration Date: 2023-11-14
Contract Name: 19860 - NASPO 00318

Quote Created By:
Steve Fontaine
sfontaine@daywireless.com
509-939-6676

Customer: BENTON COUNTY SHERIFF'S OFFICE
Contact Name: Charles Glasscock
Contact Email: 735-6555

Currency: USD

Quote Notes: THIS QUOTE DOES NOT INCLUDE PROGRAMMING OR INSTALLATION SERVICES. PORTABLE AND MOBILE RADIO LEAD TIMES FOR SHIPPING ARE CURRENTLY RUNNING APPROXIMATELY 20 WEEKS. CURRENTLY, SUBSEQUENT YEARS OF SMARTCONNECT SUBSCRIPTION, ASSUMING THIS IS THE ONLY SMART APPLICATION PURCHASED, IS $144 PER RADIO PER YEAR.

Terms and Conditions: none

Line #	Item Number	Description	Quantity	Term	Unit List Price	Ext. List Price	Discount %	Discount $	Unit Sale Price	Ext. Sale Price	APC
	APX™ N70										
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE.	83		$5,014.00	$416,162.00	27.00%	$1,353.78	$3,660.22	$303,798.26	0022
1a	QA08821AA	ALT: 7800 STUBBY 762-870MHZ.	83		$28.60	$2,373.80	26.99%	$7.72	$20.88	$1,733.04	0022
1b	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE.	83		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0022
1c	H38DA	ADD: SMARTZONE OPERATION.	83		$1,320.00	$109,560.00	27.00%	$356.40	$963.60	$79,978.80	0022
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	83		$567.00	$47,061.00	27.00%	$153.09	$413.91	$34,354.53	0022
1e	H636AA	ADD: APX N70 APPLICATION BUNDLE PROMO.	83		-$300.00	-$24,900.00	0.00%	$0.00	-$300.00	-$24,900.00	0022
1f	Q361CD	ADD: P25 9600 BAUD TRUNKING.	83		$330.00	$27,390.00	27.00%	$89.10	$240.90	$19,994.70	0022
1g	QA09001AM	ADD: WIFI CAPABILITY.	83		$330.00	$27,390.00	27.00%	$89.10	$240.90	$19,994.70	0022
1h	QA08853AA	ADD: CPS ENABLEMENT.	83		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0022
1i	Q173CA	ADD: SMARTZONE OMNILINK.	83		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0022
1j	H869DB	ENH: MULTIKEY.	83		$363.00	$30,129.00	27.00%	$98.01	$264.99	$21,994.17	0022
1k	Q629BD	ENH: AES ENCRYPTION AND ADP.	83		$523.00	$43,409.00	27.00%	$141.21	$381.79	$31,688.57	0022
1l	QA08817AA	ALT: BATT IMPRES LIION IP68 4400T.	83		$203.40	$16,882.20	27.00%	$54.92	$148.48	$12,323.84	0022
1m	QA09113AA	ADD: BASELINE RELEASE SW.	83		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0022
2	PSV00S01424A	APX NEXT PROVISIONING.	1		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0700
3	PSV01S02944A	PROVISIONING SUPPORT.	1		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0712
4	LSV01S03060A	APX N70 DMS ESSENTIAL.	83	7 YEARS	$432.43	$35,891.69	0.00%	$0.00	$432.43	$35,891.69	0723
5	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER.	83	1 YEAR	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0612
6	PSV01S02940A	SMARTMAPPING ENABLEMENT.	1		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0712
7	SSV01P01406A	SMARTCONNECT PROMO.	83	1 YEAR	$75.00	$6,225.00	0.00%	$0.00	$75.00	$6,225.00	0712
8	SSV01P01476A	SMARTLOCATE PROMO.	83	1 YEAR	$75.00	$6,225.00	0.00%	$0.00	$75.00	$6,225.00	0712
9	SSV01P01902A	SMARTMAPPING PROMO.	83	1 YEAR	$75.00	$6,225.00	0.00%	$0.00	$75.00	$6,225.00	0712
10	PSV01S03059A	APX NEXT PROVISIONING WITH CPS.	1		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0700
11	PSV01S02941A	SMARTMESSAGING ENABLEMENT.	1		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0712
12	SSV01P01901A	SMARTMESSAGING PROMO.	83	1 YEAR	$75.00	$6,225.00	0.00%	$0.00	$75.00	$6,225.00	0712
13	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US.	85		$207.14	$17,606.90	27.00%	$55.93	$151.21	$12,852.85	0785
14	PMMN4141A	XVP750 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB, FOR APX N RADIOS.	83		$507.60	$42,130.80	100.00%	$507.60	$0.00	$0.00	0372
15	PMNN4817A	BATT IMPRES 2 LIION IP68 4400T.	83		$248.05	$20,588.15	27.00%	$66.97	$181.08	$15,029.64	0453
	Standalone Items										
16	AN000296A01	ANTENNA, STUBBY,STUBBY 65MM (760-870 MHZ).	2		$32.40	$64.80	27.01%	$8.75	$23.65	$47.30	0555
	Standalone Items										
17	PMNN4817A	BATT IMPRES 2 LIION IP68 4400T.	9		$248.05	$2,232.45	27.00%	$66.97	$181.08	$1,629.72	0453
	CommandCentral Aware Starter										
18	ISV00S02379A	DELIVERY SERVICES.	1		$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0331
19	SSV00S01450B	LEARNER LXP SUBSCRIPTION.	1	1 YEAR	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0217
20	SSV00S03371A	INTEGRATION: APXNEXT.	1	1 YEAR	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0612
21	SSV00S02383A	AWARE STARTER.	1	1 YEAR	$0.00	$0.00	0.00%	$0.00	$0.00	$0.00	0612
	Standalone Items										
22	PMMN4141A	XVP750 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB, FOR APX N RADIOS.	7		$507.60	$3,553.20	27.00%	$137.05	$370.55	$2,593.85	0372

Net Total	**$593,905.66**
Estimated Tax	**$51,669.79**
Estimated Freight	**$0.00**
Grand Total	**$645,575.45**

Recurring Services & Subscriptions

Item Number	Description	Quantity	Unit Recurring Sale Price	Recurring Sale Price	Term	Ext. Sale Price
SSV01S01406A	SMARTCONNECT	83	$144.00	$11,952.00	ANNUAL	$11,952.00

Exhibit C

Category	Part Number	Description	Unit List	Discount	Sale Price
Category 1.1 Radio: Single-Band Portable Radio (P25) APX900					
	H92UCF9PW6AN	APX900 7/800 MODEL 2	$1,974.00	27%	$1,441.02
	QA04096	P25 TRUNKING	$1,177.00	27%	$859.21
	QA06653	AES 256 SW ENCRYPTION	$358.00	27%	$261.34
Category 1.1 Radio: Single-Band Portable Radio (P25) APX900 Warranty Options					
	H885	3 YEAR ESSENTIAL SERVICE	$133.00	0%	$133.00
	Q887	5 YEAR ESSENTIAL SERVICE	$222.00	0%	$222.00
Category 1.1 Radio: Single-Band Portable Radio (P25) APX6000					
	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	$3,595.00	27%	$2,624.35
	Q361	P25 9600 BAUD TRUNKING	$330.00	27%	$240.90
	H38	ADD: SMARTZONE OPERATION	$1,320.00	27%	$963.60
	Q806	ASTRO DIGITAL	$567.00	27%	$413.91
	Q629	AES ENCRYPTION	$523.00	27%	$381.79
Category 1.1 Radio: Single-Band Portable Radio (P25) APX600 Warranty Options					
	Q58	3 YEAR ESSENTIAL SERVICE	$184.00	0%	$184.00
	Q887	5 YEAR ESSENTIAL SERVICE	$306.00	0%	$306.00
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX1500					
	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	$1,932.00	27%	$1,410.36
	GA01547	AES 256 SW ENCRYPTION	$523.00	27%	$381.79
	GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
	G66	DASH MOUNT O2	$138.00	27%	$100.74
	B18	AUXILIARY SPEAKER 7.5W NON WATER	$66.00	27%	$48.18
	GA00804	O2 CONTROL HEAD	$541.00	27%	$394.93
	G89	NO RF ANTENNA	$0.00	27%	$0.00
	GA01339	P25 TRUNKING	$1,177.00	27%	$859.21
	G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
	W22	STANDARD PALM MICROPHONE	$79.00	27%	$57.67
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX1500 Warranty Options					
	G24	3 YEAR ESSENTIAL SERVICE	$216.00	0%	$216.00
	GA00318	5 YEAR ESSENTIAL SERVICE	$360.00	0%	$360.00
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX6500					
	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	$3,383.00	27%	$2,469.59
	G66	DASH MOUNT	$138.00	27%	$100.74

G51	SMARTZONE	$1,320.00	27%	$963.60
GA01606	NO GPS ANTENNA	$0.00	27%	$0.00
B18	AUXILIARY SPEAKER 7.5W NON WATER	$66.00	27%	$48.18
G843	AES ENCRYPTION	$523.00	27%	$381.79
G89	NO RF ANTENNA	$0.00	27%	$0.00
G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
G806	ASTRO DIGITAL	$567.00	27%	$413.91
GA01670	APX E5 CONTROL HEAD	$717.00	27%	$523.41
W22	STANDARD PALM MICROPHONE	$79.00	27%	$57.67
G361	P25 TRUNKING	$330.00	27%	$240.90
Category 1.2 Radio: Single-Band Mobile Radio (P25) APX6500 Warranty Options				
G78	3 YEAR ESSENTIAL SERVICE	$288.00	0%	$288.00
GA00318	5 YEAR ESSENTIAL SERVICE	$480.00	0%	$480.00
Category 1.3 Radio: Single-Band Desktop Radio (P25) APX1500				
M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	$1,932.00	27%	$1,410.36
GA01547	AES 256 SW ENCRYPTION	$523.00	27%	$381.79
GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
G66	DASH MOUNT O2	$138.00	27%	$100.74
G142	NO SPEAKER	$0.00	27%	$0.00
GA00804	O2 CONTROL HEAD	$541.00	27%	$394.93
G89	NO RF ANTENNA	$0.00	27%	$0.00
GA01339	P25 TRUNKING	$1,177.00	27%	$859.21
G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
W382	CONTROL STATION DESK MIC	$186.00	27%	$135.78
W665	BASE STATION OP	$77.00	27%	$56.21
Category 1.3 Radio: Single-Band Desktop Radio (P25) APX1500 Warranty Options				
G24	3 YEAR ESSENTIAL SERVICE	$216.00	0%	$216.00
GA00318	5 YEAR ESSENTIAL SERVICE	$360.00	0%	$360.00
Category 1.4 Radio: Multi-Band Portable Radio (P25) APX8000				
H91TGD9PW5AN	APX8000 7/800 MODEL 1.5	$7,138.00	27%	$5,210.74
Q806	ASTRO DIGITAL	$567.00	27%	$413.91
Q361	P25 TRUNKING	$330.00	27%	$240.90
H38	SMARTZONE	$1,650.00	27%	$1,204.50
Q629	AES	$523.00	27%	$381.79

Category 1.4 Radio: Multi-Band Portable Radio (P25) APX8000 Warranty Options				
Q58	3 YEAR ESSENTIAL SERVICE	$184.00	0%	$184.00
Q887	5 YEAR ESSENTIAL SERVICE	$306.00	0%	$306.00
Category 1.4 Radio: Multi-Band Portable Radio (P25) APXNEXT Device				
H55TGT9PW8AN	APX NEXT	$8,241.00	27%	$6,015.93
H38	SMARTZONE	$1,650.00	27%	$1,204.50
Q806	ASTRO DIGITAL	$567.00	27%	$413.91
Q629	AES	$523.00	27%	$381.79
Q361	P25 TRUNKING	$330.00	27%	$240.90
Category 1.4 Radio: Multi-Band Portable Radio (P25) APX NEXT Warranty Options				
LSV01S01414	3 YEAR ESSENTIAL SERVICE	$206.00	0%	$206.00
LSV01S01414	5 YEAR ESSENTIAL SERVICE	$344.00	0%	$344.00
Category 1.5 Radio: Multi-Band Mobile Radio (P25) APX8500				
M37TSS9PW1AN	APX8500 MP MOBILE	$5,894.00	27%	$4,302.62
G66	DASH MOUNT	$138.00	27%	$100.74
G51	SMARTZONE	$1,650.00	27%	$1,204.50
GA01606	NO GPS ANTENNA	$0.00	27%	$0.00
B18	AUXILIARY SPEAKER 7.5W NON WATER	$66.00	27%	$48.18
G843	AES ENCRYPTION	$523.00	27%	$381.79
G89	NO RF ANTENNA	$0.00	27%	$0.00
G444	APX CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
GA01517	NO ADAPTER CABLE	$0.00	27%	$0.00
GA01670	E5 CONTROL HEAD	$717.00	27%	$523.41
W22	STANDARD PALM MICROPHONE	$79.00	27%	$57.67
G361	P25 TRUNKING SOFTWARE	$330.00	27%	$240.90
G806	ASTRO DIGITAL	$567.00	27%	$413.91
Category 1.5 Radio: Multi-Band Mobile Radio (P25) APX8500 Warranty Options				
G87	3 YEAR ESSENTIAL SERVICE	$288.00	0%	$288.00
GA00318	5 YEAR ESSENTIAL SERVICE	$480.00	0%	$480.00
Category 1.6 Radio: Multi-Band Desktop Radio (P25) APX8500				
M37TSS9PW1AN	APX8500 MP MOBILE	$5,894.00	27%	$4,302.62
W665	BASE STATION OP	$77.00	27%	$4,136.91
G66	DASH MOUNT	$138.00	27%	$100.74
G51	SMARTZONE	$1,650.00	27%	$1,204.50

GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
G142	NO SPEAKER	$0.00	27%	$48.18
G843	AES ENCRYPTION	$523.00	27%	$381.79
G89	NO RF ANTENNA	$0.00	27%	$0.00
G444	APX CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
GA01517	NO ADAPTER CABLE	$0.00	27%	$0.00
GA01670	E5 CONTROL HEAD	$717.00	27%	$523.41
W382	CONTROL STATION DESK MIC	$186.00	27%	$57.67
G361	P25 TRUNKING SOFTWARE	$330.00	27%	$240.90
G806	ASTRO DIGITAL	$567.00	27%	$413.91
Category 1.6 Radio: Multi-Band Desktop Radio (P25) APX8500 Warranty Options				
G87	3 YEAR ESSENTIAL SERVICE	$288.00	0%	$288.00
GA00318	5 YEAR ESSENTIAL SERVICE	$480.00	0%	$480.00
Category 1.7 Base Station Repeater				
T7039	GTR8000 BASE RADIO	$0.00	20%	$0.00
CA03863	ASTRO SYSTEM RELEASE	$0.00	20%	$0.00
X530	VHF BAND	$6,300.00	20%	$5,040.00
X591	ASTRO 25 SITE REPEATER SW	$25,000.00	20%	$20,000.00
Category 2.1 Radio: Narrow Band Portable, Non P25				
H84UCD9PW5AN	APX1000	$1,391.00	27%	$1,015.43
QA04097	CONVENTIONAL	$385.00	27%	$281.05
Q667	ADP	$0.00	27%	$0.00
Category 2.1 Radio: Narrow Band Portable, Non P25 Warranty Options				
H885	3 YEAR ESSENTIAL SERVICE	$133.00	0%	$133.00
Q887	5 YEAR ESSENTIAL SERVICE	$222.00	0%	$222.00
Category 2.2 Radio: Narrow Band Mobile, Non P25				
M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	$1,932.00	27%	$1,410.36
G193	ADP	$0.00	27%	$0.00
GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
G66	DASH MOUNT O2	$138.00	27%	$100.74
B18	AUXILIARY SPEAKER 7.5W NON WATER	$66.00	27%	$48.18
GA00804	O2 CONTROL HEAD	$541.00	27%	$394.93
G89	NO RF ANTENNA	$0.00	27%	$0.00
Q811	CONVENTIONAL	$811.00	27%	$592.03

G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
W22	STANDARD PALM MICROPHONE	$79.00	27%	$57.67
Category 2.2 Radio: Narrow Band Mobile, Non P25 Warranty Options				
G24	3 YEAR ESSENTIAL SERVICE	$216.00	0%	$216.00
GA00318	5 YEAR ESSENTIAL SERVICE	$360.00	0%	$360.00
Category 2.3 Radio: Narrow Band Desktop Radio Non P25 APX1500				
M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	$1,932.00	27%	$1,410.36
G193	ADP	$0.00	27%	$0.00
GA00235	NO GPS ANTENNA	$0.00	27%	$0.00
G66	DASH MOUNT O2	$138.00	27%	$100.74
G142	NO SPEAKER	$0.00	27%	$0.00
GA00804	O2 CONTROL HEAD	$541.00	27%	$394.93
G89	NO RF ANTENNA	$0.00	27%	$0.00
Q811	CONVENTIONAL	$811.00	27%	$592.03
G444	CONTROL HEAD SOFTWARE	$0.00	27%	$0.00
W382	CONTROL STATION DESK MIC	$186.00	27%	$135.78
W665	BASE STATION OP	$77.00	27%	$56.21
Category 2.3 Radio: Narrow Band Desktop Radio Non P25 APX1500 Warranty Options				
G24	3 YEAR ESSENTIAL SERVICE	$216.00	0%	$216.00
GA00318	5 YEAR ESSENTIAL SERVICE	$360.00	0%	$360.00
Category 2.4 Base Station Repeater				
T7039	GTR8000 BASE RADIO	$0.00	20%	$0.00
CA03863	ASTRO SYSTEM RELEASE	$0.00	20%	$0.00
X530	VHF BAND	$6,300.00	20%	$5,040.00
CA01949	CONVENTIONAL	$7,450.00	20%	$5,960.00
Category 4 Dispatch Consoles				
B1949	MCC 7500E SOFTWARE DVD	$250.00	15%	$212.50
B1948	MCC 7500E DISPATCH POSITION LICENSE	$0.00	15%	$0.00
UA00249AA	ADD: 15 RADIO RESOURCES LICENSE	$3,675.00	15%	$3,123.75
UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO	$3,960.00	15%	$3,366.00
UA00653AA	ADD: BASIC CONSOLE OPERATION	$5,280.00	15%	$4,488.00
UA00661AA	ADD: ENHANCED IRR	$3,000.00	15%	$2,550.00
UA00657AA	ADD: TELEPHONY OPERATION	$1,200.00	15%	$1,020.00
B1956	COMMANDCENTRAL HUB, W/CLIENT PC	$5,250.00	15%	$4,462.50

TT3903B	Z2 G5 MINI WORKSTATION NON RETURNAB	$2,500.00	15%	$2,125.00
T7885	MCAFEE WINDOWS AV CLIENT	$165.00	15%	$140.25
T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	$50.00	15%	$42.50
Category Radio System Solutions Conventional Sample				
T7039	GTR 8000 Base Radio	$0.00	20%	$0.00
CA03863	ADD: ASTRO SYSTEM RELEASE 2022.1	$0.00	20%	$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	$16,900.00	20%	$13,520.00
X153AW	ADD: RACK MOUNT HARDWARE	$50.00	20%	$40.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
T7039	GTR 8000 Base Radio	$0.00	20%	$0.00
CA03863	ADD: ASTRO SYSTEM RELEASE 2022.1	$0.00	20%	$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	$16,900.00	20%	$13,520.00
X153AW	ADD: RACK MOUNT HARDWARE	$50.00	20%	$40.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
T7039	GTR 8000 Base Radio	$0.00	20%	$0.00
CA03863	ADD: ASTRO SYSTEM RELEASE 2022.1	$0.00	20%	$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	$16,900.00	20%	$13,520.00
X153AW	ADD: RACK MOUNT HARDWARE	$50.00	20%	$40.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
T7039	GTR 8000 Base Radio	$0.00	20%	$0.00
CA03863	ADD: ASTRO SYSTEM RELEASE 2022.1	$0.00	20%	$0.00
CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE	$16,900.00	20%	$13,520.00
X153AW	ADD: RACK MOUNT HARDWARE	$50.00	20%	$40.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
DSDS4345D4B	DS4345D-4-B, 148-160MHZ 4 CH TX COM	$15,024.00	10%	$13,521.60
DSDSRMC0608AA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC	$3,624.00	10%	$3,261.60
DSMWF1BUN	137-174MHZ UNI WINDOW MILLED FILTER	$3,611.00	10%	$3,249.90
DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIREC	$1,980.00	10%	$1,782.00
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	$2.15	10%	$1.72
DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WI	$35.25	10%	$31.73
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	$25.25	10%	$22.73
DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P	$208.00	10%	$187.20
SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE	$26,943.00	20%	$21,554.40
CA01663AB	ADD: RACK	$495.00	20%	$396.00

CA01896AB	ADD: BACKHAUL SWITCH	$3,259.00	20%	$2,607.20
SQM01SUM0205	GGM 8000 GATEWAY	$5,250.00	15%	$4,462.50
CA01616AA	ADD: AC POWER	$0.00	15%	$0.00
CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	$3,000.00	15%	$2,550.00
DS430501A04SH	SHORT HAUL CONTROL STATION COMBINER	$1,925.00	10%	$1,732.50
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	$2.15	10%	$1.72
DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE	$87.00	10%	$78.30
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	$35.25	10%	$31.73
DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT	$39.00	10%	$35.10
DSDS1X00CS36UN	148-174MHZ UNITY GAIN CONTROL STATI	$1,237.00	10%	$1,113.30
Category Radio System Solutions Trunking Sample				
SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM	$6,000.00	20%	$4,800.00
CA00303AA	ADD: QTY (1) SITE CONTROLLER	$2,500.00	20%	$2,000.00
CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	$0.00	20%	$0.00
CA01402AA	ADD: 7.0 FT OPEN RACK	$495.00	20%	$396.00
CA01431AA	ADD: ASTRO 25 EXPRESS SYSTEM SITE	$7,500.00	20%	$6,000.00
CA02686AA	ADD: AC DC POWER DISTRIBUTION	$0.00	20%	$0.00
X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS	$23,600.00	20%	$18,880.00
X591AE	ENH: ASTRO 25 SITE REPEATER SW	$25,000.00	20%	$20,000.00
X530BG	ADD: VHF (136-174 MHZ)	$6,300.00	20%	$5,040.00
DSDSRMC0608AA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC	$3,624.00	10%	$3,261.60
DSDS4345D4B	DS4345D-4-B, 148-160MHZ 4 CH TX COM	$15,024.00	10%	$13,521.60
DSDS1F00P36UM	150-164 MHZ, VHF ANTENNA, OMNIDIREC	$1,980.00	10%	$1,782.00
DSMWF1BUN	137-174MHZ UNI WINDOW MILLED FILTER	$3,611.00	10%	$3,249.90
DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH P	$208.00	10%	$187.20
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	$2.15	10%	$1.94
DSDMA01250B	7/16 DIN MALE FOR 1/2 CABLE (USE WI	$35.25	10%	$31.73
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	$35.25	10%	$31.73
SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE	$26,943.00	20%	$21,554.40
CA01663AB	ADD: RACK	$495.00	20%	$396.00
CA01896AB	ADD: BACKHAUL SWITCH	$3,259.00	20%	$2,607.20
SQM01SUM0205	GGM 8000 GATEWAY	$5,250.00	10%	$4,725.00
CA01616AA	ADD: AC POWER	$0.00	10%	$0.00
CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY	$3,000.00	10%	$2,700.00

DS430501A04SH	SHORT HAUL CONTROL STATION COMBINER	$1,925.00	10%	$1,732.50
DSAT012J50	AT012J50, 1/2" TRANSMISSION LINE,50	$2.15	10%	$1.94
DSIS50NXC2MA	RF SPD, 125-1000MHZ DC BLOCK FLANGE	$87.00	10%	$78.30
DSNMA01250B	N MALE FOR 1/2 CABLE (USE WITH CT01	$35.25	10%	$31.73
DSNFA01250B	N FEMALE FOR 1/2 CABLE (USE WITH CT	$39.00	10%	$35.10
DSDS1X00CS36UN	148-174MHZ UNITY GAIN CONTROL STATI	$1,237.00	10%	$1,113.30

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