

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 24, 2023 9:00 AM
Benton County Courthouse, Prosser, WA

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

Call to Order

Pledge of Allegiance

Approval of Minutes: October 17, 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 10/13/2023
- b. Payroll ~ Check Posting List for 10/16/2023

Corrections

- c. Assignment Consent Letter to Dynamic Laundry Systems, Inc. for Laundry Services @ the Jail
- d. Line Item Transfer, Fund No. 0010, Department No. 120 for Overtime

Purchasing

- e. Accepting Work Performed by American Rock Products for Bituminous Surface Treatment
- f. First Contract Amendment w/Qal-Tek Associates, LLC for Calibration of Nuclear Density Gauges
- g. Interlocal Agreement w/Columbia Irrigation District for Equipment, Materials and Services; Terminating Resolution 2022-647
- h. Ratifying Change Order No. 1 & 2 to JRT Mechanical, Inc. Contract for Coroner's Autopsy Ventilation Upgrade Project
- i. Accepting Work Performed by Brutzmans Office Solutions for Installation of New Storage System
- j. Contract w/Nolan's Collision, LLC, Mel's Inter-City Collision, Inc. & FNS Collision Group, Inc. for Auto Body Repairs on Fleet Vehicles
- k. Purchase of Passenger Van From Clary Longview, LLC for Corrections; Rescinding Resolution 2023-652

Sheriff

- l. Interagency Agreement w/Washington Traffic Safety Commission for Traffic Safety Grant Project
- m. Contract w/Cascade Engineering, Inc. for Radar Recalibration

Scheduled Business

Treasurer's Office Line Item Transfer for Temporary Accounting Assistant III Trainee ~ K Spencer

Request for Public Hearing on 2024 Collection of Taxes ~ L Ivey

Other Business

Adjournment



Minutes – Board of County Commissioners

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, October 17, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

Present: Chairman Will McKay
Commissioner Michael Alvarez
County Administrator Jerrod MacPherson
Clerk of the Board Amanda Pearson

Absent: Commissioner Jerome Delvin (excused)

Benton County Employees Present During All or a Portion of the Meeting: Security Program Coordinator, Steve Caughey; Deputy County Administrator, Matt Rasmussen; Human Resources Manager, Carlee Nave; Administrative Assistant, Nicole Webb; Finance Manager, Linda Ivey; Development Manager, Adam Fyall; Deputy Prosecuting Attorney, Ryan Brown; Treasurer, Ken Spencer; Information Technology Assistant Manager, Alex Garcia; Information Technology Supervisor, Cody Shelton; Transportation Planning Coordinator, Brian Malley; Patrol Commander, Mathew Clarke; Chief Deputy Clerk, Elaine Osborne

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The following Minutes were approved:

- October 5, 2023 Special Meeting
- October 10, 2023

Review Agenda

None.

Public Comment

Rebecca Ulbricht read a letter that was also submitted to the Clerk to the Board for distribution relating to the active role of the Commissioners regarding the recent Mid-Columbia Library Board of Trustees appointment. She also requested evening Commissioner meetings to allow working citizens to attend, as well as the repeal process of a referendum relating to the Public Safety Sales Tax.

Jim Atkins requested the public comment period to be extended to five minutes for person. He suggested that answers to questions from the public be added to the following week's agenda.

Tina Gregory spoke about her support of the approval for the Public Safety Sales Tax but agreed with a previous public comment wanting to know more about how the money gets spent. She had questions about laws regarding pornography relating to minors and why it's allowed in libraries and schools. She agreed with Mr. Atkins about extending individual public comment time to five minutes. She shared her concerns about street racing in the cities and asked for more ticketing. Lastly, she spoke to statements made previously by Commissioner Alvarez regarding sunset clauses in relation to surrounding counties and her support of his efforts.

Consent Agenda

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

Auditor

- a. Payroll ~ Check Posting List for 10/05/23
- b. Accounts Payable ~ Check Posting List for 10/06/2023
- c. Accounts Payable ~ Check Posting List for 10/10/2023

Commissioners

- d. Line-Item Transfer, Fund No. 0010, Dept. 115 to 116 for the Voluntary Stewardship Program

Coroner

- e. Agreement w/Pacific Northwest Forensic Pathology, LLC for Autopsies Services

Facilities

- f. Payment to Sunbelt Rentals, Inc. for Emergency Work @ the Old Kennewick General Hospital

Human Services

- g. Contract w/Children's Developmental Center for Developmental Disabilities Support Services

Information Technology

- h. Surplus and Disposition of Personal Property

Juvenile

- i. Contract w/Tri-Cities Monitoring, Inc. Security Guard Services

Public Works

- j. Coding Correction; Rescinding Resolution 2023-672 for Work Crew Roadside Garbage Collection

Purchasing

- k. Authorize the Purchase of Four Vehicles & Placed in the ER&R Replacement Fund First Contract Amendment w/J-U-B Engineers, Inc. for On-Call Engineering Services

Public Hearings

2024-2029 Six-Year Transportation Improvement Program

Brian Malley, Transportation Planning Coordinator, shared that the purpose of the hearing is to approve Six-Year TIP. Local agencies utilize the WSDOT Statewide Transportation Improvement Program (STIP) database to complete their requirements for transportation program development. Agencies refer to their Transportation Improvement Plan as their TIP.

WAC and RCW requirements are that Six-Year TIPs shall include any new or enhanced bicycle or pedestrian facilities or other changes that promote nonmotorized transit, and that the annual Bridge Report be consulted during the preparation of the Six-year TIP. Upon their effective date of January 1st of the first year of program, the approved Six-Year TIP supersedes any previously approved TIP.

Brian explained that RCW 36.81.121 requires that the legislative body of each county, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years.

He confirmed the Six-Year Transportation Improvement Program for 2024-2029 has been prepared consistent with the above stated requirements.

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

MOTION: Commissioner Alvarez moved to approve the 2024-2029 Six-Year Transportation Improvement Program as presented. Commissioner McKay seconded and upon vote, the motion carried.

Surplus of 23' Safe Boat

Administrative Assistant, Nicole Webb, explained that the Benton County Sheriff's Office desires to surplus their 23' Safe Boat. The Sheriff's Office has been in contact with the Washington State Department of Fish and Wildlife and would like to purchase the boat.

On October 3rd, 2023, the Board passed a resolution declaring the boat as surplus. In accordance with RCW 39.33.020, before disposal of surplus property with an estimated value of more than fifty thousand dollars, the County shall hold a public hearing to take testimony for or against the proposed sale.

This public hearing was advertised in accordance with the Benton County Personal Property Management Policy. The required ad appeared on October 4th, 2023. At the conclusion of this public hearing, the Board must authorize the sale and set the method of sale. If the Board determines not to sell, no further action is required.

Commissioner Alvarez had questions regarding the negotiations process.

Public Comment

Mr. Atkins had a question about how many boats the county had.

Public testimony was closed after public comment.

MOTION: Commissioner Alvarez moved to approve the resolution authorizing the sale of the 2008 23' Safe Boat and setting the method of sale to intergovernmental negotiation in accordance with the Benton County Personal Property Management Policy. Commissioner McKay seconded and upon vote, the motion carried.

Benton City Revitalization Organization Semiannual Update

Kyle Spies was recently elected as the Chair of the Benton City Revitalization Organization. He gave an update of the organization's activities including cleanup of the park and Benton City days.

The following were also included:

- Newly added kiosks and picnic tables in parks.
- Adopted portion of highway 225 (mile post 5-9) to keep that stretch of road clean.
- Update speaker system in the downtown area, including banners (for holiday and advertising purposes).

Recovering Overpayment for Two Courthouse Employees Due to Payroll Software Hot Fix Error

Human Recourses Manager, Carlee Nave, shared that in January 2023, a hot fix was applied to the Eden payroll system which resulted in payroll calculation errors for employees who submitted December 2022 payroll adjustments to be reconciled on the January 2023 payroll.

Two Courthouse unit employees, Heather Hutchison and Lois Stock, had one hour each of vacation adjustments on the impacted payroll, resulting in one hour each of additional wages paid to them.

Upon discovery of the issue, HR met with the affected employees and their Union Representative and discussed repayment options, including non-wage options as allowed by RCW 49.48.200. The request of the Board was to authorize the overpayment be recovered in the form of one vacation hour for each employee.

MOTION: Commissioner Alvarez moved to approve the resolution allowing Heather Hutchison and Lois Stock to repay overpayments with vacation hours relating to a Payroll Software Hot Fix Error as presented. Commissioner McKay seconded and upon vote, the motion carried.

Benton County Budget Policies & Procedures

Finance Manager, Linda Ivey, presented updates to Benton Counties Budget Policy and Procedures. She explained that the last update to policy was in 2019 and that this update is mainly for housekeeping purposes. Since then, the county's financial system recently changed from Eden to Enterprise.

Main changes (financial system) included:

- Fund numbers changed from seven digits to four digits.
- Object codes changed from four digits to five.
- Some fund names changed (ex.) "fairgrounds" changed to "event center".

Small changes [to policy] in language:

- Line-Item Transfer process to eliminate the need for supplemental requests.
- Line-Item Transfer being presented without prior review may be requested to be submitted for a future date.
- 1/10 criminal justice fund (1330) to match the resolution that created the fund.

- Changed “attachments” at the end of policy to, “references” avoiding having to re-update every time there is a change.

Language removed:

- Relating to the creation of a revenue code.
- Now, without the request it can be added after review.
- In the past, there was a budget award document; the departments had to turn in the document in August. This was removed, but the request for an organization chart from each department remains.

Commissioner Alvarez commented on the efficiency related to these changes made. He made statements related to the spending of funds and their intended use (line-item name) to show a more accurate budget.

Linda clarified the flexibility that the departments have to move things around and clean them up prior to budget submittal. She will also be back in February or March to talk about what the budget process will look like with the new financial system.

MOTION: Commissioner Alvarez moved to approve the resolution adopting the Benton County Budget Policies and Procedures; rescinding Resolutions 2019-753 and 2021-249 as presented. Commissioner McKay seconded and upon vote, the motion carried.

Commissioner made final statements pertaining to Public Comments, Mid-Columbia Library, and Public Safety Sales Tax.

Other Business

Executive Session – Pending Litigation

The Board went into executive session with Deputy Prosecuting Attorney, Ryan Brown at 9:36 a.m. to reconvene at 9:50 am. Also present were Jerrod MacPherson, Matt Rasmussen, and Amanda Pearson.

The Board came out at 9:49 a.m. No decisions were made in executive session.

Payroll

Check Date: 10/5/2023

Payroll Checks

Total all funds: \$3,046,707.09

Warrant #: 244224-244247

Direct Deposit #: 183568-184204

Payroll Draw Deductions/Transfers

Total all funds: \$2,640,175.49

EFT#: 634-640

ACH #: 1236-1246

Payroll Deduction Warrants
Total all funds: \$ 116,167.39
Warrant #: 249873-249881

Accounts Payable

Check Date: 10/6/2023

Warrants #: 249882-249981
Total all funds: \$2,253,242.69

EFT's #: 641-644
Transfers #: 1216, 1223-1229, 1235
Total all funds: \$163,948.21

Check Date: 10/10/2023

Warrants #: 1257
Total all funds: \$363,701.73

Resolutions

- 2023-702 Line-Item Transfer, Fund No. 0010, Dept. 115 to 116 for the Voluntary Stewardship Program
- 2023-703 Agreement w/Pacific Northwest Forensic Pathology, LLC for Autopsies Services
- 2023-704 Payment to Sunbelt Rentals, Inc. for Emergency Work @ the Old Kennewick General Hospital
- 2023-705 Contract w/Children's Developmental Center for Developmental Disabilities Support Services
- 2023-706 Surplus and Disposition of Personal Property
- 2023-707 Contract w/Tri-Cities Monitoring, Inc. Security Guard Services
- 2023-708 Coding Correction; Rescinding Resolution 2023-672 for Work Crew Roadside Garbage Collection
- 2023-709 Authorize the Purchase of Four Vehicles & Placed in the ER&R Replacement Fund
- 2023-710 First Contract Amendment w/J-U-B Engineers, Inc. for On-Call Engineering Services
- 2023-711 Approval of the 2024-2029 Six Year Transportation Improvement Program
- 2023-712 Authorizing the Sale of the 2008 23' Safe Boat and Setting the Method of Sale to Intergovernmental Negotiation in Accordance with the Benton County Personal Property Policy
- 2023-713 Recovering Overpayments for Heather Hutchinson and Lois Stock Through Application of Vacation Hours
- 2023-714 Budget Policies-Rescinding Resolutions 2019-753 and 2021-249 and Adopting a New Budget Policy

There being no further business before the Board, the meeting adjourned at approximately 9:50 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: 10/13/2023

Warrants # 250085-250236

Total of all Funds: \$3,114,655.98

EFT # 645-647

Transfers # 1247-1248, 1252-1253

Total of all Funds: \$12,854.60

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

10/12/2023 11:01 | Benton County
MCN | A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK NET

250085	10/13/2023	PRTD	100869	911 SUPPLY INC	09/29/2023	101323	286.90
				911 SUPPLY INC	09/29/2023	101323	65.74
				911 SUPPLY INC	09/29/2023	101323	65.74
					CHECK	250085 TOTAL:	418.38
250086	10/13/2023	PRTD	100067	ADKINS, GARY	10/05/2023	101323	795.00
					CHECK	250086 TOTAL:	795.00
250087	10/13/2023	PRTD	105681	AHMED N PHIPPS	10/02/2023	101323	90.00
					CHECK	250087 TOTAL:	90.00
250088	10/13/2023	PRTD	105493	AJJ PROPERTY SOLUTION LLC	10/05/2023	101323	640.00
					CHECK	250088 TOTAL:	640.00
250089	10/13/2023	PRTD	100041	AMAZON CAPITAL SERVICES INC	10/01/2023	101323	260.84
					CHECK	250089 TOTAL:	260.84
250090	10/13/2023	PRTD	105864	AMERICAN BADGE INC	09/22/2023	101323	4,200.00
					CHECK	250090 TOTAL:	4,200.00
250091	10/13/2023	PRTD	101346	AMERICANA APTS, INC.	09/27/2023	101323	1,045.00
				AMERICANA APTS, INC.	09/27/2023	101323	1,045.00
				AMERICANA APTS, INC.	10/05/2023	101323	675.80
					CHECK	250091 TOTAL:	2,765.80
250092	10/13/2023	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	09/20/2023	101323	18,750.91
				ARAMARK CORRECTIONAL SVCS LLC	09/27/2023	101323	4,435.79
				ARAMARK CORRECTIONAL SVCS LLC	10/04/2023	101323	24,708.41
					CHECK	250092 TOTAL:	47,895.11

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

	INV DATE	PO	CHECK	NET
250093 10/13/2023 PRTD 101108 ARELLANO, CARLOS	10/05/2023		101323	950.00
ARELLANO, CARLOS	10/05/2023		101323	950.00
	CHECK	250093	TOTAL:	1,900.00
250094 10/13/2023 PRTD 105618 ARG INDUSTRIAL	09/26/2023		101323	69.34
	CHECK	250094	TOTAL:	69.34
250095 10/13/2023 PRTD 101550 B-F HEALTH DISTRICT CENTER	09/28/2023		101323	28,717.06
B-F HEALTH DISTRICT CENTER	12/29/2022		101323	3,946.25
	CHECK	250095	TOTAL:	32,663.31
250096 10/13/2023 PRTD 101458 BASIN DISPOSAL INC	09/30/2023		101323	399.54
	CHECK	250096	TOTAL:	399.54
250097 10/13/2023 PRTD 101486 BEN FRANKLIN TRANSIT	10/05/2023		101323	787.50
BEN FRANKLIN TRANSIT	10/05/2023		101323	1,012.50
	CHECK	250097	TOTAL:	1,800.00
250098 10/13/2023 PRTD 101532 BENTON CLEAN AIR AGENCY	10/02/2023		101323	10,216.16
	CHECK	250098	TOTAL:	10,216.16
250099 10/13/2023 PRTD 101551 BENTON FRANKLIN HEALTH DIST. , EXP	10/01/2023		101323	50.00
	CHECK	250099	TOTAL:	50.00
250100 10/13/2023 PRTD 101535 BENTON PUD	10/02/2023		101323	50,516.41
	CHECK	250100	TOTAL:	50,516.41
250101 10/13/2023 PRTD 101567 BENTON REA POWER NET	09/30/2023		101323	29.84
BENTON REA POWER NET	09/30/2023		101323	23.82

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
	CHECK	250101 TOTAL:		53.66
250102 10/13/2023 PRD 104869 BETTY PACHECO	10/05/2023	101323		1,050.00
	CHECK	250102 TOTAL:		1,050.00
250103 10/13/2023 PRD 100650 BIG MAPLE PROPERTIES LLC	10/05/2023	101323		1,206.00
	CHECK	250103 TOTAL:		1,206.00
250104 10/13/2023 PRD 101665 BUCKINGHAM, STEPHEN ALLEN	10/05/2023	101323		725.00
	CHECK	250104 TOTAL:		725.00
250105 10/13/2023 PRD 101895 C I INFORMATION MANAGEMENT	09/30/2023	101323		29.74
C I INFORMATION MANAGEMENT	09/30/2023	101323		118.94
C I INFORMATION MANAGEMENT	09/30/2023	101323		252.76
	CHECK	250105 TOTAL:		401.44
250106 10/13/2023 PRD 101895 C I INFORMATION MANAGEMENT	09/30/2023	101323		122.53
	CHECK	250106 TOTAL:		122.53
250107 10/13/2023 PRD 105702 CARVER RENTALS LLC	10/05/2023	101323		681.00
CARVER RENTALS LLC	10/05/2023	101323		681.00
	CHECK	250107 TOTAL:		1,362.00
250108 10/13/2023 PRD 101750 CASCADE NATURAL GAS CORP	10/04/2023	101323		9,352.66
CASCADE NATURAL GAS CORP	09/28/2023	101323		13.83
CASCADE NATURAL GAS CORP	10/09/2023	101323		38.98
CASCADE NATURAL GAS CORP	10/09/2023	101323		14.21
CASCADE NATURAL GAS CORP	10/09/2023	101323		47.23
CASCADE NATURAL GAS CORP	10/09/2023	101323		16.96
CASCADE NATURAL GAS CORP	10/09/2023	101323		14.21

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

					INV DATE	PO	CHECK	NET
CASCADE NATURAL GAS CORP					10/09/2023		101323	14.21
					CHECK	250108	TOTAL:	9,512.29
250109 10/13/2023 PRTD 101774 CENTRAL PARK APARTMENTS					10/05/2023		101323	500.00
					CHECK	250109	TOTAL:	500.00
250110 10/13/2023 PRTD 101788 CH20, INC.					07/20/2023		101323	5,418.79
					CHECK	250110	TOTAL:	5,418.79
250111 10/13/2023 PRTD 101814 CINTAS CORPORATION					10/03/2023		101323	186.76
					CHECK	250111	TOTAL:	186.76
250112 10/13/2023 PRTD 101818 CITY OF KENNEWICK					09/21/2023		101323	349.94
CITY OF KENNEWICK					09/21/2023		101323	428.63
CITY OF KENNEWICK					09/21/2023		101323	1,402.38
CITY OF KENNEWICK					10/02/2023		101323	94,090.00
					CHECK	250112	TOTAL:	96,270.95
250113 10/13/2023 PRTD 101823 CITY OF RICHLAND (Richland)					10/05/2023		101323	1,616.00
					CHECK	250113	TOTAL:	1,616.00
250114 10/13/2023 PRTD 101826 CITY OF WEST RICHLAND					10/03/2023		101323	178,071.99
					CHECK	250114	TOTAL:	178,071.99
250115 10/13/2023 PRTD 101834 CLEAN HARBORS ENVIRONMENTAL, SERVIC					09/13/2023		101323	3,349.52
					CHECK	250115	TOTAL:	3,349.52
250116 10/13/2023 PRTD 101860 COLEMAN OIL COMPANY					09/30/2023		101323	1,234.42
COLEMAN OIL COMPANY					09/30/2023		101323	45.13
COLEMAN OIL COMPANY					09/30/2023		101323	1,166.79

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Benton County
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

	INV DATE	PO	CHECK	NET
COLEMAN OIL COMPANY	09/30/2023		101323	137.93
COLEMAN OIL COMPANY	09/30/2023		101323	845.21
COLEMAN OIL COMPANY	09/15/2023		101323	90.33
COLEMAN OIL COMPANY	10/02/2023		101323	49.56
	CHECK	250116	TOTAL:	3,569.37
250117 10/13/2023 PRD 101879 COLUMBIA CLEANERS	10/02/2023		101323	64.35
	CHECK	250117	TOTAL:	64.35
250118 10/13/2023 PRD 101911 COMPASS CAREER SOLUTIONS LLC	09/28/2023		101323	10,051.91
	CHECK	250118	TOTAL:	10,051.91
250119 10/13/2023 PRD 101913 COMPUNET, INC	08/11/2023		101323	299.31
COMPUNET, INC	09/28/2023		101323	5,083.18
	CHECK	250119	TOTAL:	5,382.49
250120 10/13/2023 PRD 101917 CONNECTIONS CONSULTING, MA LLC	10/01/2023		101323	5,925.00
	CHECK	250120	TOTAL:	5,925.00
250121 10/13/2023 PRD 101918 CONNELL OIL INC	09/30/2023		101323	125.28
	CHECK	250121	TOTAL:	125.28
250122 10/13/2023 PRD 101939 COPPER MOUNTAIN APARTMENTS LLC	10/05/2023		101323	1,060.00
	CHECK	250122	TOTAL:	1,060.00
250123 10/13/2023 PRD 101938 COPPER RIDGE APARTMENTS	10/05/2023		101323	991.00
	CHECK	250123	TOTAL:	991.00
250124 10/13/2023 PRD 101950 CORWIN FORD - TRI-CITIES	09/26/2023		101323	47.70

10/12/2023 11:01 | Benton County
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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

	INV DATE	PO	CHECK	NET
	CHECK	250124	TOTAL:	47.70
250125 10/13/2023 PRD 105853 COUNTY OF THURSTON	10/01/2023		101323	700.00
	CHECK	250125	TOTAL:	700.00
250126 10/13/2023 PRD 101981 CREST COUNSELING SERVICES, PS	09/26/2023		101323	2,500.00
	CHECK	250126	TOTAL:	2,500.00
250127 10/13/2023 PRD 101997 CROWN PROPERTY MANAGEMENT, LLC	10/05/2023		101323	696.00
	CHECK	250127	TOTAL:	696.00
250128 10/13/2023 PRD 100175 CROWN VILLAGE KENNEWICK LLC	10/05/2023		101323	782.00
CROWN VILLAGE KENNEWICK LLC	10/05/2023		101323	640.80
	CHECK	250128	TOTAL:	1,422.80
250129 10/13/2023 PRD 102002 CULLIGAN WATER CONDITION	09/19/2023		101323	164.31
	CHECK	250129	TOTAL:	164.31
250130 10/13/2023 PRD 100796 CUMMINS SALES AND SERVICE	10/03/2023		101323	384.80
	CHECK	250130	TOTAL:	384.80
250131 10/13/2023 PRD 105284 DAVID UTTER	10/04/2023		101323	100.00
	CHECK	250131	TOTAL:	100.00
250132 10/13/2023 PRD 102095 DICKINSON, EVAN ANDREW	10/05/2023		101323	417.00
	CHECK	250132	TOTAL:	417.00
250133 10/13/2023 PRD 104805 EMBARK SAFETY LLC	10/04/2023		101323	496.85
	CHECK	250133	TOTAL:	496.85

10/12/2023 11:01
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Benton County
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

	INV DATE	PO	CHECK	NET
250134 10/13/2023 PRTD 104850 ERGON ASPHALT & EMULSIONS INC	09/14/2023		101323	457.00
ERGON ASPHALT & EMULSIONS INC	09/19/2023		101323	12,632.33
ERGON ASPHALT & EMULSIONS INC	09/19/2023		101323	-2,086.87
	CHECK	250134 TOTAL:		11,002.46
250135 10/13/2023 PRTD 101254 ESSENCE THERAPY PLLC	09/13/2023		101323	375.00
	CHECK	250135 TOTAL:		375.00
250136 10/13/2023 PRTD 102248 EVERSTAR REALTY INC	10/05/2023		101323	850.00
EVERSTAR REALTY INC	10/05/2023		101323	781.00
	CHECK	250136 TOTAL:		1,631.00
250137 10/13/2023 PRTD 102286 FELLMAN, TYSON	10/05/2023		101323	708.00
	CHECK	250137 TOTAL:		708.00
250138 10/13/2023 PRTD 100732 FIRST CREEKSIDE LLC	10/05/2023		101323	1,055.00
	CHECK	250138 TOTAL:		1,055.00
250139 10/13/2023 PRTD 102331 FITT 513 LLC	10/05/2023		101323	825.00
	CHECK	250139 TOTAL:		825.00
250140 10/13/2023 PRTD 102400 GALLS, LLC	09/13/2023		101323	217.40
	CHECK	250140 TOTAL:		217.40
250141 10/13/2023 PRTD 105689 GARRATT LAW PLLC	09/04/2023		101323	400.00
	CHECK	250141 TOTAL:		400.00
250142 10/13/2023 PRTD 104924 GIESZLER KELLY PLLC	10/04/2023		101323	1,313.00
	CHECK	250142 TOTAL:		1,313.00

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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				INV DATE	PO	CHECK	NET
250143	10/13/2023	PRTD	104924 GIESZLER KELLY PLLC	10/04/2023		101323	726.56
				CHECK		250143 TOTAL:	726.56
250144	10/13/2023	PRTD	102485 GREEN DRAGON INVESTMENTS, LLC	10/05/2023		101323	855.00
			GREEN DRAGON INVESTMENTS, LLC	10/05/2023		101323	1,050.00
			GREEN DRAGON INVESTMENTS, LLC	10/05/2023		101323	1,150.00
			GREEN DRAGON INVESTMENTS, LLC	10/05/2023		101323	1,350.00
			GREEN DRAGON INVESTMENTS, LLC	10/05/2023		101323	1,000.00
			GREEN DRAGON INVESTMENTS, LLC	10/05/2023		101323	928.00
				CHECK		250144 TOTAL:	6,333.00
250145	10/13/2023	PRTD	105581 GREG COOK	10/05/2023		101323	650.00
				CHECK		250145 TOTAL:	650.00
250146	10/13/2023	PRTD	100791 HEATHERSTONE PRESERVATION LP	09/29/2023		101323	64.00
			HEATHERSTONE PRESERVATION LP	09/29/2023		101323	954.00
			HEATHERSTONE PRESERVATION LP	10/05/2023		101323	636.00
				CHECK		250146 TOTAL:	1,654.00
250147	10/13/2023	PRTD	100791 HEATHERSTONE PRESERVATION LP	09/29/2023		101323	150.00
				CHECK		250147 TOTAL:	150.00
250148	10/13/2023	PRTD	105781 HOLLENBERG LAW PLLC	10/04/2023		101323	1,356.25
				CHECK		250148 TOTAL:	1,356.25
250149	10/13/2023	PRTD	105781 HOLLENBERG LAW PLLC	10/04/2023		101323	676.94
				CHECK		250149 TOTAL:	676.94

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
250150 10/13/2023 PRTD 101092 HR & CB INC	10/05/2023		101323	576.00
HR & CB INC	10/05/2023		101323	576.00
HR & CB INC	10/05/2023		101323	576.00
HR & CB INC	10/05/2023		101323	850.00
CHECK 250150 TOTAL:				2,578.00
250151 10/13/2023 PRTD 102679 IDEAL OPTION PLLC	10/04/2023		101323	21,313.32
IDEAL OPTION PLLC	10/04/2023		101323	27,032.00
CHECK 250151 TOTAL:				48,345.32
250152 10/13/2023 PRTD 102684 IMAGESOFT INC	08/30/2023		101323	25,000.00
CHECK 250152 TOTAL:				25,000.00
250153 10/13/2023 PRTD 105764 IMPERIAL PRIVACY SYSTEMS LLC	10/05/2023		101323	105.00
CHECK 250153 TOTAL:				105.00
250154 10/13/2023 PRTD 105461 IRVING PLACE APARTMENTS	10/04/2023		101323	36.55
IRVING PLACE APARTMENTS	10/04/2023		101323	178.00
CHECK 250154 TOTAL:				214.55
250155 10/13/2023 PRTD 102759 J & L HYDRAULICS, INC	09/29/2023		101323	5.00
CHECK 250155 TOTAL:				5.00
250156 10/13/2023 PRTD 101032 JAMES A KIRK	10/05/2023		101323	955.00
CHECK 250156 TOTAL:				955.00
250157 10/13/2023 PRTD 105786 JESSICA HORST	10/05/2023		101323	955.00
CHECK 250157 TOTAL:				955.00

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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					INV DATE	PO	CHECK	NET
250158	10/13/2023	PRTD	102778	JIM'S PACIFIC GARAGES, INC	09/25/2023		101323	188.76
				JIM'S PACIFIC GARAGES, INC	09/25/2023		101323	36.53
					CHECK	250158	TOTAL:	225.29
250159	10/13/2023	PRTD	104920	JOHNS APT LLC	10/05/2023		101323	900.00
					CHECK	250159	TOTAL:	900.00
250160	10/13/2023	PRTD	105480	JOYLANCE SFH LLC	10/05/2023		101323	528.00
					CHECK	250160	TOTAL:	528.00
250161	10/13/2023	PRTD	102822	KAMDEN PLACE	10/05/2023		101323	955.00
				KAMDEN PLACE	10/05/2023		101323	676.00
					CHECK	250161	TOTAL:	1,631.00
250162	10/13/2023	PRTD	102823	KAMIAKIN APTS	10/05/2023		101323	708.00
				KAMIAKIN APTS	10/05/2023		101323	1,089.00
				KAMIAKIN APTS	10/05/2023		101323	1,089.00
				KAMIAKIN APTS	10/05/2023		101323	1,089.00
				KAMIAKIN APTS	10/05/2023		101323	1,089.00
				KAMIAKIN APTS	10/05/2023		101323	815.00
				KAMIAKIN APTS	10/05/2023		101323	1,089.00
				KAMIAKIN APTS	10/05/2023		101323	947.00
				KAMIAKIN APTS	10/05/2023		101323	546.00
				KAMIAKIN APTS	10/05/2023		101323	815.00
				KAMIAKIN APTS	10/05/2023		101323	647.00
				KAMIAKIN APTS	10/05/2023		101323	1,024.00
				KAMIAKIN APTS	10/05/2023		101323	534.00
				KAMIAKIN APTS	10/05/2023		101323	680.00

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

	INV DATE	PO	CHECK	NET
KAMIAKIN APTS	10/05/2023		101323	770.00
KAMIAKIN APTS	10/05/2023		101323	928.00
KAMIAKIN APTS	10/05/2023		101323	808.00
KAMIAKIN APTS	10/05/2023		101323	1,089.00
CHECK		250162	TOTAL:	15,756.00
250163 10/13/2023 PRTD 102826 KEEFE COMMISSARY NETWORK, LLC	09/26/2023		101323	-13.18
KEEFE COMMISSARY NETWORK, LLC	09/27/2023		101323	5,566.24
KEEFE COMMISSARY NETWORK, LLC	09/27/2023		101323	-463.97
KEEFE COMMISSARY NETWORK, LLC	09/27/2023		101323	-1.10
KEEFE COMMISSARY NETWORK, LLC	10/02/2023		101323	-12.00
KEEFE COMMISSARY NETWORK, LLC	10/04/2023		101323	6,715.76
KEEFE COMMISSARY NETWORK, LLC	10/04/2023		101323	-358.03
KEEFE COMMISSARY NETWORK, LLC	10/05/2023		101323	-6.21
CHECK		250163	TOTAL:	11,427.51
250164 10/13/2023 PRTD 105168 KENT MANOR	10/05/2023		101323	955.00
CHECK		250164	TOTAL:	955.00
250165 10/13/2023 PRTD 100603 KIM, YOUNG	10/05/2023		101323	326.00
CHECK		250165	TOTAL:	326.00
250166 10/13/2023 PRTD 102925 LANGUAGE LINE SERVICES	09/30/2023		101323	30.00
CHECK		250166	TOTAL:	30.00
250167 10/13/2023 PRTD 102989 LIFEPOINT CORPORATE SERVICES , GEN	10/05/2023		101323	171.00
LIFEPOINT CORPORATE SERVICES , GEN	10/05/2023		101323	171.00

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
	CHECK	250167	TOTAL:	342.00
250168 10/13/2023 PRD 103010 LOCKARD, BEVERLY J	10/05/2023		101323	477.00
	CHECK	250168	TOTAL:	477.00
250169 10/13/2023 PRD 103025 LOWE'S HOME CENTERS INC	09/25/2023		101323	804.06
	CHECK	250169	TOTAL:	804.06
250170 10/13/2023 PRD 103030 LUTHERAN COMMUNITY SERVICES	09/25/2023		101323	4,524.00
	CHECK	250170	TOTAL:	4,524.00
250171 10/13/2023 PRD 105300 MARCUS A JOHNSON	10/05/2023		101323	700.00
	CHECK	250171	TOTAL:	700.00
250172 10/13/2023 PRD 103108 MASON, JOHN	10/05/2023		101323	813.00
MASON, JOHN	10/05/2023		101323	919.00
	CHECK	250172	TOTAL:	1,732.00
250173 10/13/2023 PRD 103112 MATTHEW BENDER & CO INC., LEXISNEXI	10/01/2023		101323	163.05
	CHECK	250173	TOTAL:	163.05
250174 10/13/2023 PRD 103119 MEADOW PARK APARTMENTS	10/05/2023		101323	286.00
MEADOW PARK APARTMENTS	10/05/2023		101323	622.00
	CHECK	250174	TOTAL:	908.00
250175 10/13/2023 PRD 105148 MICHAEL KOLEBER	10/05/2023		101323	800.00
	CHECK	250175	TOTAL:	800.00
250176 10/13/2023 PRD 103189 MONARCH MACHINE & TOOL CO INC	10/03/2023		101323	51.37
	CHECK	250176	TOTAL:	51.37

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
250177 10/13/2023 PRTD 103193 MOON SECURITY SERVICES INC	10/01/2023		101323	1,019.56
	CHECK	250177 TOTAL:		1,019.56
250178 10/13/2023 PRTD 103210 MOTOROLA SOLUTIONS, INC	09/02/2023		101323	120,716.57
	CHECK	250178 TOTAL:		120,716.57
250179 10/13/2023 PRTD 103248 NAPA-PROSSER	10/02/2023		101323	15.15
	CHECK	250179 TOTAL:		15.15
250180 10/13/2023 PRTD 103338 NORTHWEST SALES GROUP INC	09/29/2023		101323	144.51
	CHECK	250180 TOTAL:		144.51
250181 10/13/2023 PRTD 103376 O L LUTHER CO INC	09/12/2023		101323	362.88
O L LUTHER CO INC	09/13/2023		101323	370.14
O L LUTHER CO INC	09/14/2023		101323	368.93
O L LUTHER CO INC	09/18/2023		101323	362.88
O L LUTHER CO INC	09/19/2023		101323	370.14
O L LUTHER CO INC	09/20/2023		101323	373.77
O L LUTHER CO INC	09/21/2023		101323	360.46
O L LUTHER CO INC	09/25/2023		101323	360.46
O L LUTHER CO INC	09/26/2023		101323	365.30
O L LUTHER CO INC	09/27/2023		101323	479.00
O L LUTHER CO INC	09/28/2023		101323	937.01
O L LUTHER CO INC	09/28/2023		101323	504.40
O L LUTHER CO INC	10/02/2023		101323	485.05
O L LUTHER CO INC	10/03/2023		101323	477.79
O L LUTHER CO INC	10/03/2023		101323	487.47

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CASH ACCOUNT: 99900000 11120 AP check Claims Clearing
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	INV DATE	PO	CHECK	NET
	CHECK	250181	TOTAL:	6,665.68
250182 10/13/2023 PRTD 103450 OXFORD HOUSE BELLAS	10/03/2023		101323	1,000.00
	CHECK	250182	TOTAL:	1,000.00
250183 10/13/2023 PRTD 103448 OXFORD HOUSE CLEARVIEW	10/05/2023		101323	500.00
	CHECK	250183	TOTAL:	500.00
250184 10/13/2023 PRTD 103418 OXFORD HOUSE LOUISIANA	10/03/2023		101323	480.00
OXFORD HOUSE LOUISIANA	10/03/2023		101323	480.00
OXFORD HOUSE LOUISIANA	10/03/2023		101323	480.00
	CHECK	250184	TOTAL:	1,440.00
250185 10/13/2023 PRTD 105717 OXFORD HOUSE VAN GIESEN	10/05/2023		101323	500.00
	CHECK	250185	TOTAL:	500.00
250186 10/13/2023 PRTD 103469 PACIFIC OFFICE AUTOMATION, INC	09/11/2023		101323	57.43
PACIFIC OFFICE AUTOMATION, INC	09/12/2023		101323	595.81
	CHECK	250186	TOTAL:	653.24
250187 10/13/2023 PRTD 103469 PACIFIC OFFICE AUTOMATION, INC	09/12/2023		101323	440.90
	CHECK	250187	TOTAL:	440.90
250188 10/13/2023 PRTD 103469 PACIFIC OFFICE AUTOMATION, INC	10/02/2023		101323	97.28
	CHECK	250188	TOTAL:	97.28
250189 10/13/2023 PRTD 105842 PALOUSE HOMES	10/05/2023		101323	815.00
	CHECK	250189	TOTAL:	815.00
250190 10/13/2023 PRTD 103483 PAPE' MACHINERY, INC	07/24/2023		101323	3,211.27

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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CHECK 250190 TOTAL: 3,211.27

~~250191 10/13/2023 PRTD 103492 PARTNERS FOR EARLY LEARNING 08/31/2023 101323 13,930.78~~

CHECK 250191 TOTAL: 13,930.78

250192 10/13/2023 PRTD 105724 PASCO HAVEN LLC	10/05/2023	101323	209.00
PASCO HAVEN LLC	10/05/2023	101323	459.00
PASCO HAVEN LLC	10/05/2023	101323	459.00
PASCO HAVEN LLC	10/05/2023	101323	491.00
PASCO HAVEN LLC	10/05/2023	101323	491.00
PASCO HAVEN LLC	10/05/2023	101323	765.00
PASCO HAVEN LLC	10/05/2023	101323	459.00
PASCO HAVEN LLC	10/05/2023	101323	459.00
PASCO HAVEN LLC	10/05/2023	101323	431.00
PASCO HAVEN LLC	10/05/2023	101323	424.00
PASCO HAVEN LLC	10/05/2023	101323	459.00
PASCO HAVEN LLC	10/05/2023	101323	491.00
PASCO HAVEN LLC	10/05/2023	101323	491.00
PASCO HAVEN LLC	10/05/2023	101323	491.00
PASCO HAVEN LLC	10/05/2023	101323	459.00
PASCO HAVEN LLC	10/05/2023	101323	485.00

CHECK 250192 TOTAL: 7,523.00

250193 10/13/2023 PRTD 103514 PC MEADOW SPRINGS, LLC 10/05/2023 101323 1,092.00

CHECK 250193 TOTAL: 1,092.00

250194 10/13/2023 PRTD 103566 PITNEY BOWES RESERVE ACCOUNT 10/09/2023 101323 682.92

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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				INV DATE	PO	CHECK	NET
				CHECK	250194	TOTAL:	682.92
250195	10/13/2023	PRTD 103572	PLAUCHE & CARR LLP	10/01/2023		101323	8,333.33
				CHECK	250195	TOTAL:	8,333.33
250196	10/13/2023	PRTD 100824	PPC SOLUTIONS INC	09/30/2023		101323	63.61
			PPC SOLUTIONS INC	09/30/2023		101323	1,282.19
				CHECK	250196	TOTAL:	1,345.80
250197	10/13/2023	PRTD 100835	PRONTO PROCESS SERVICE	09/28/2023		101323	50.00
				CHECK	250197	TOTAL:	50.00
250198	10/13/2023	PRTD 103635	PROSSER RECORD BULLETIN	10/04/2023		101323	284.38
				CHECK	250198	TOTAL:	284.38
250199	10/13/2023	PRTD 103656	QUAIL RIDGE APARTMENTS	09/28/2023		101323	1,235.00
				CHECK	250199	TOTAL:	1,235.00
250200	10/13/2023	PRTD 103667	QUANTUM INDUSTRIES LLC	10/05/2023		101323	400.00
				CHECK	250200	TOTAL:	400.00
250201	10/13/2023	PRTD 105814	RAMONA HARRIET TAYLOR	10/05/2023		101323	900.00
				CHECK	250201	TOTAL:	900.00
250202	10/13/2023	PRTD 105874	REGENCY PARK ICG LLC	09/27/2023		101323	1,030.00
			REGENCY PARK ICG LLC	09/27/2023		101323	1,030.00
				CHECK	250202	TOTAL:	2,060.00
250203	10/13/2023	PRTD 100338	RICHLAND SKY APARTMENTS LLC	10/05/2023		101323	1,206.00
			RICHLAND SKY APARTMENTS LLC	10/05/2023		101323	1,206.00

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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INV DATE PO CHECK NET

				CHECK	250203 TOTAL:	2,412.00
250204	10/13/2023	PRTD 103755	RICOH-USA, INC	09/30/2023	101323	155.91
			RICOH USA, INC	09/22/2023	101323	196.98
				CHECK	250204 TOTAL:	352.89
250205	10/13/2023	PRTD 103755	RICOH USA, INC	09/23/2023	101323	65.85
				CHECK	250205 TOTAL:	65.85
250206	10/13/2023	PRTD 103765	RIVER PARK APARTMENTS	10/05/2023	101323	616.00
			RIVER PARK APARTMENTS	10/05/2023	101323	573.00
				CHECK	250206 TOTAL:	1,189.00
250207	10/13/2023	PRTD 105009	RODOLFO LUCATERO	10/05/2023	101323	500.00
				CHECK	250207 TOTAL:	500.00
250208	10/13/2023	PRTD 103833	SAFE HARBOR CRISIS NURSERY	10/04/2023	101323	4,200.00
				CHECK	250208 TOTAL:	4,200.00
250209	10/13/2023	PRTD 103842	SAGE CREEK APARTMENTS, LLC	10/05/2023	101323	550.00
				CHECK	250209 TOTAL:	550.00
250210	10/13/2023	PRTD 103825	SEDONA APARTMENTS	10/05/2023	101323	1,129.00
			SEDONA APARTMENTS	10/05/2023	101323	58.12
			SEDONA APARTMENTS	10/05/2023	101323	967.74
				CHECK	250210 TOTAL:	2,154.86
250211	10/13/2023	PRTD 103926	SILVER CREEK APARTMENTS	10/05/2023	101323	955.00
				CHECK	250211 TOTAL:	955.00

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
250212 10/13/2023 PRD 103935 SIX STATES DISTRIBUTORS INC	09/21/2023		101323	49.29
	CHECK		250212 TOTAL:	49.29
250213 10/13/2023 PRD 104027 STAPLES	10/04/2023		101323	109.92
	CHECK		250213 TOTAL:	109.92
250214 10/13/2023 PRD 104027 STAPLES	09/30/2023		101323	219.97
	CHECK		250214 TOTAL:	219.97
250215 10/13/2023 PRD 104059 STONEGATE APARTMENTS	10/05/2023		101323	776.00
	CHECK		250215 TOTAL:	776.00
250216 10/13/2023 PRD 104116 TAHITIAN MOTOR INN	08/11/2023		101323	1,284.00
	CHECK		250216 TOTAL:	1,284.00
250217 10/13/2023 PRD 104150 THE PERSONAL TOUCH CLEANING, INC	09/30/2023		101323	4,347.66
	CHECK		250217 TOTAL:	4,347.66
250218 10/13/2023 PRD 103390 THE PRINT GUYS, INC	10/04/2023		101323	53.83
	CHECK		250218 TOTAL:	53.83
250219 10/13/2023 PRD 105114 TMG PROPERTY MANAGEMENT SERVICES	10/05/2023		101323	990.00
	CHECK		250219 TOTAL:	990.00
250220 10/13/2023 PRD 104181 TORRES, GABRIELA	10/05/2023		101323	600.00
	CHECK		250220 TOTAL:	600.00
250221 10/13/2023 PRD 104196 TRANSUNION RISK AND ALTERNATIV, DAT	10/01/2023		101323	81.53
	CHECK		250221 TOTAL:	81.53

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

	INV DATE	PO	CHECK	NET
250222 10/13/2023 PRTD 104208 TRI-CITIES MONITORING, INC	09/25/2023		101323	6,792.92
TRI-CITIES MONITORING, INC	10/04/2023		101323	6,494.17
	CHECK	250222 TOTAL:		13,287.09
250223 10/13/2023 PRTD 104256 TWIN DOLPHIN APTS	10/05/2023		101323	569.00
	CHECK	250223 TOTAL:		569.00
250224 10/13/2023 PRTD 104278 U S POSTAL SERVICE	10/03/2023		101323	5,000.00
	CHECK	250224 TOTAL:		5,000.00
250225 10/13/2023 PRTD 104317 UTILITIES UNDERGROUND LOC CTR	09/30/2023		101323	210.27
	CHECK	250225 TOTAL:		210.27
250226 10/13/2023 PRTD 100933 VALLEY REALTY	10/05/2023		101323	650.00
	CHECK	250226 TOTAL:		650.00
250227 10/13/2023 PRTD 104342 VILLAGE AT GRANDRIDGE	10/03/2023		101323	69.00
	CHECK	250227 TOTAL:		69.00
250228 10/13/2023 PRTD 104417 WASHINGTON COUNTIES RISK POOL	10/05/2023		101323	2,344.00
WASHINGTON COUNTIES RISK POOL	10/05/2023		101323	28,968.00
WASHINGTON COUNTIES RISK POOL	10/05/2023		101323	1,870,220.00
WASHINGTON COUNTIES RISK POOL	10/05/2023		101323	1,999.00
WASHINGTON COUNTIES RISK POOL	10/05/2023		101323	331,948.00
WASHINGTON COUNTIES RISK POOL	09/30/2023		101323	10,475.16
WASHINGTON COUNTIES RISK POOL	09/30/2023		101323	6,408.60
WASHINGTON COUNTIES RISK POOL	09/30/2023		101323	715.65
	CHECK	250228 TOTAL:		2,253,078.41

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

					INV DATE	PO	CHECK	NET
250229	10/13/2023	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	10/02/2023		101323	34.25
					CHECK		250229 TOTAL:	34.25
250230	10/13/2023	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	10/02/2023		101323	22.00
					CHECK		250230 TOTAL:	22.00
250231	10/13/2023	PRTD	104484	WM CORPORATE SERVICES INC	10/01/2023		101323	883.35
					CHECK		250231 TOTAL:	883.35
250232	10/13/2023	PRTD	101187	WILDFLOWER KENNEWICK 127, LLC	10/05/2023		101323	955.00
					CHECK		250232 TOTAL:	955.00
250233	10/13/2023	PRTD	105869	WILLIAM R BARLOW	10/03/2023		101323	1,187.00
			WILLIAM R BARLOW		10/03/2023		101323	1,187.00
			WILLIAM R BARLOW		10/05/2023		101323	1,485.00
					CHECK		250233 TOTAL:	3,859.00
250234	10/13/2023	PRTD	105869	WILLIAM R BARLOW	10/03/2023		101323	1,187.00
					CHECK		250234 TOTAL:	1,187.00
250235	10/13/2023	PRTD	104585	WOODLAND PARK APARTMENTS	10/05/2023		101323	586.00
					CHECK		250235 TOTAL:	586.00
250236	10/13/2023	PRTD	105875	YENFANG AMY TUNG	09/22/2023		101323	180.00
					CHECK		250236 TOTAL:	180.00

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NUMBER OF CHECKS 152 *** CASH ACCOUNT TOTAL *** 3,114,655.98

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	152	3,114,655.98

*** GRAND TOTAL *** 3,114,655.98

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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
2023 10 1409										
APP GF005000-21340		10/13/2023	101323	101323			Vouchers Payable		262,814.22	
APP 99900000-11120		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
APP HH850000-21340		10/13/2023	101323	101323			AP Check Claims Clearing			3,114,655.98
APP HS850000-21340		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
APP JC850000-21340		10/13/2023	101323	101323			Vouchers Payable		36,370.00	
APP ER850000-21340		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
APP PS850000-21340		10/13/2023	101323	101323			Vouchers Payable		74,033.16	
APP VA850000-21340		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
APP EL500000-21340		10/13/2023	101323	101323			Vouchers Payable		80,721.09	
APP FG850000-21340		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
APP SW850000-21340		10/13/2023	101323	101323			Vouchers Payable		3,935.99	
APP RC850000-21340		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
APP IM850000-21340		10/13/2023	101323	101323			Vouchers Payable		166,957.14	
APP IT850000-21340		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
APP RD850000-21340		10/13/2023	101323	101323			Vouchers Payable		723.50	
APP FS850000-21340		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
APP IB850000-21340		10/13/2023	101323	101323			Vouchers Payable		5,107.98	
APP BHF85000-21340		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
APP SD850000-21340		10/13/2023	101323	101323			Vouchers Payable		1,313.04	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
		10/13/2023	101323	101323			Vouchers Payable		5,239.19	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
		10/13/2023	101323	101323			Vouchers Payable		178,071.99	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
		10/13/2023	101323	101323			Vouchers Payable		2,254,966.19	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
		10/13/2023	101323	101323			Vouchers Payable		5,382.49	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
		10/13/2023	101323	101323			Vouchers Payable		18,561.33	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
		10/13/2023	101323	101323			Vouchers Payable		375.00	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
		10/13/2023	101323	101323			Vouchers Payable		11,590.56	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
		10/13/2023	101323	101323			Vouchers Payable		159.78	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
		10/13/2023	101323	101323			Vouchers Payable		8,333.33	
		10/13/2023	101323	101323			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL									3,114,655.98	3,114,655.98
APP 99900000-80010		10/13/2023	101323	101323			Due To General Fund		262,814.22	
APP GF001000-11110		10/13/2023	101323	101323			Cash Equity			262,814.22
APP 99900000-81540		10/13/2023	101323	101323			Due To Homeless Hsng & Assisn		36,370.00	

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
	10/13/2023	101323	101323						
APP HH810000-11110	10/13/2023	101323	101323			Cash Equity			36,370.00
APP 99900000-81080	10/13/2023	101323	101323			Due To Human-Services		74,033.16	
APP HS810000-11110	10/13/2023	101323	101323			Cash Equity			74,033.16
APP 99900000-81150	10/13/2023	101323	101323			Due To Juvenile Center		80,721.09	
APP JC810000-11110	10/13/2023	101323	101323			Cash Equity			80,721.09
APP 99900000-85010	10/13/2023	101323	101323			Due To Equipment Rental & Rev		3,935.99	
APP ER810000-11110	10/13/2023	101323	101323			Cash Equity			3,935.99
APP 99900000-81480	10/13/2023	101323	101323			Due To Public Safety Tax Fund		166,957.14	
APP PS810000-11110	10/13/2023	101323	101323			Cash Equity			166,957.14
APP 99900000-81040	10/13/2023	101323	101323			Due To Veterans Assistance Fnd		723.50	
APP VA810000-11110	10/13/2023	101323	101323			Cash Equity			723.50
APP 99900000-81110	10/13/2023	101323	101323			Due To Election Reserve		5,107.98	
APP EL100000-11110	10/13/2023	101323	101323			Cash Equity			5,107.98
APP 99900000-81240	10/13/2023	101323	101323			Due To Fairgrounds Oper Budget		1,313.04	
APP FG810000-11110	10/13/2023	101323	101323			Cash Equity			1,313.04
APP 99900000-81550	10/13/2023	101323	101323			Due To Solid Waste Collection		5,239.19	
APP SW810000-11110	10/13/2023	101323	101323			Cash Equity			5,239.19
APP 99900000-81440	10/13/2023	101323	101323			Due To Rural County Capital Fd		178,071.99	
APP RC810000-11110	10/13/2023	101323	101323			Cash Equity			178,071.99
APP 99900000-85040	10/13/2023	101323	101323			Due To Insurance Management		2,254,966.19	
APP IM810000-11110	10/13/2023	101323	101323			Cash Equity			2,254,966.19
APP 99900000-85020	10/13/2023	101323	101323			Due To Central Services		5,382.49	
APP IT810000-11110	10/13/2023	101323	101323			Cash Equity			5,382.49
APP 99900000-81010	10/13/2023	101323	101323			Due To County Road		18,561.33	

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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	RD810000-11110		10/13/2023	101323	101323			Cash Equity			18,561.33
APP	99900000-81380		10/13/2023	101323	101323			Due To Family Services		.375.00	
APP	FS810000-11110		10/13/2023	101323	101323			Cash Equity			375.00
APP	99900000-81160		10/13/2023	101323	101323			Due To Inmate Benevolence Fund		11,590.56	
APP	IB810000-11110		10/13/2023	101323	101323			Cash Equity			11,590.56
APP	99900000-81600		10/13/2023	101323	101323			Due To Behavioral Health		159.78	
APP	BHF81000-11110		10/13/2023	101323	101323			Cash Equity			159.78
APP	99900000-81350		10/13/2023	101323	101323			Due To Sustainable Development		8,333.33	
APP	SD810000-11110		10/13/2023	101323	101323			Cash Equity			8,333.33
SYSTEM GENERATED ENTRIES TOTAL										3,114,655.98	3,114,655.98
JOURNAL 2023/10/1409 TOTAL										6,229,311.96	6,229,311.96

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund GF001000-11110 GF005000-21340	2023 10	1409	10/13/2023	Cash Equity Vouchers Payable	262,814.22	262,814.22
				FUND TOTAL	262,814.22	262,814.22
1010 County Road RD810000-11110 RD850000-21340	2023 10	1409	10/13/2023	Cash Equity Vouchers Payable	18,561.33	18,561.33
				FUND TOTAL	18,561.33	18,561.33
1040 Veterans Assistance Fund VA810000-11110 VA850000-21340	2023 10	1409	10/13/2023	Cash Equity Vouchers Payable	723.50	723.50
				FUND TOTAL	723.50	723.50
1080 Human Services HS810000-11110 HS850000-21340	2023 10	1409	10/13/2023	Cash Equity Vouchers Payable	74,033.16	74,033.16
				FUND TOTAL	74,033.16	74,033.16
1110 Election Reserve EL100000-11110 EL500000-21340	2023 10	1409	10/13/2023	Cash Equity Vouchers Payable	5,107.98	5,107.98
				FUND TOTAL	5,107.98	5,107.98
1150 Juvenile Center JC810000-11110 JC850000-21340	2023 10	1409	10/13/2023	Cash Equity Vouchers Payable	80,721.09	80,721.09
				FUND TOTAL	80,721.09	80,721.09
1160 Inmate Benevolence Fund IB810000-11110 IB850000-21340	2023 10	1409	10/13/2023	Cash Equity Vouchers Payable	11,590.56	11,590.56
				FUND TOTAL	11,590.56	11,590.56
1240 Event Center FG810000-11110 FG850000-21340	2023 10	1409	10/13/2023	Cash Equity Vouchers Payable	1,313.04	1,313.04
				FUND TOTAL	1,313.04	1,313.04
1350 Sustainable Development	2023 10	1409	10/13/2023			

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FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	SD810000-11110				Cash Equity		8,333.33
	SD850000-21340				Vouchers Payable	8,333.33	
					FUND TOTAL	8,333.33	8,333.33
1380 Family Services		2023 10	1409	10/13/2023			
	FS810000-11110				Cash Equity		375.00
	FS850000-21340				Vouchers Payable	375.00	
					FUND TOTAL	375.00	375.00
1440 Rural County Capital Fund		2023 10	1409	10/13/2023			
	RC810000-11110				Cash Equity		178,071.99
	RC850000-21340				Vouchers Payable	178,071.99	
					FUND TOTAL	178,071.99	178,071.99
1480 Public Safety Tax Fund		2023 10	1409	10/13/2023			
	PS810000-11110				Cash Equity		166,957.14
	PS850000-21340				Vouchers Payable	166,957.14	
					FUND TOTAL	166,957.14	166,957.14
1540 Homeless Housing And Assistnce		2023 10	1409	10/13/2023			
	HH810000-11110				Cash Equity		36,370.00
	HH850000-21340				Vouchers Payable	36,370.00	
					FUND TOTAL	36,370.00	36,370.00
1550 Solid Waste Collection Fund		2023 10	1409	10/13/2023			
	SW810000-11110				Cash Equity		5,239.19
	SW850000-21340				Vouchers Payable	5,239.19	
					FUND TOTAL	5,239.19	5,239.19
1600 Behavioral Health		2023 10	1409	10/13/2023			
	BHF81000-11110				Cash Equity		159.78
	BHF85000-21340				Vouchers Payable	159.78	
					FUND TOTAL	159.78	159.78
5010 Equipment Rental & Revolving		2023 10	1409	10/13/2023			
	ER810000-11110				Cash Equity		3,935.99
	ER850000-21340				Vouchers Payable	3,935.99	
					FUND TOTAL	3,935.99	3,935.99
5020 Central Services		2023 10	1409	10/13/2023			
	IT810000-11110				Cash Equity		5,382.49

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
IT850000-21340				Vouchers Payable	5,382.49	
				FUND TOTAL	5,382.49	5,382.49
5040 Insurance Management	2023 10	1409	10/13/2023			
IM810000-11110				Cash Equity		2,254,966.19
IM850000-21340				Vouchers Payable	2,254,966.19	
				FUND TOTAL	2,254,966.19	2,254,966.19
9999 Treasurers Pooled Cash	2023 10	1409	10/13/2023			
99900000-11120				AP Check Claims Clearing		3,114,655.98
99900000-80010				Due To General Fund	262,814.22	
99900000-81010				Due To County Road	18,561.33	
99900000-81040				Due To Veterans Assistance Fnd	723.50	
99900000-81080				Due To Human Services	74,033.16	
99900000-81110				Due To Election Reserve	5,107.98	
99900000-81150				Due To Juvenile Center	80,721.09	
99900000-81160				Due To Inmate Benevolence Fund	11,590.56	
99900000-81240				Due To Fairgrounds Oper Budget	1,313.04	
99900000-81350				Due To Sustainable Development	8,333.33	
99900000-81380				Due To Family Services	375.00	
99900000-81440				Due To Rural County Capital Fd	178,071.99	
99900000-81480				Due To Public Safety Tax Fund	166,957.14	
99900000-81540				Due To Homeless Hsng & Assistn	36,370.00	
99900000-81550				Due To Solid Waste Collection	5,239.19	
99900000-81600				Due To Behavioral Health	159.78	
99900000-85010				Due To Equipment Rental & Rev	3,935.99	
99900000-85020				Due To Central Services	5,382.49	
99900000-85040				Due To Insurance Management	2,254,966.19	
				FUND TOTAL	3,114,655.98	3,114,655.98

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		262,814.22
1010 County Road		18,561.33
1040 Veterans Assistance Fund		723.50
1080 Human Services		74,033.16
1110 Election Reserve		5,107.98
1150 Juvenile Center		80,721.09
1160 Inmate Benevolence Fund		11,590.56
1240 Event Center		1,313.04
1350 Sustainable Development		8,333.33
1380 Family Services		375.00
1440 Rural County Capital Fund		178,071.99
1480 Public Safety Tax Fund		166,957.14
1540 Homeless Housing And Assistnce		36,370.00
1550 Solid Waste Collection Fund		5,239.19
1600 Behavioral Health		159.78
5010 Equipment Rental & Revolving		3,935.99
5020 Central Services		5,382.49
5040 Insurance Management		2,254,966.19
9999 Treasurers Pooled Cash		
	3,114,655.98	
	-----	-----
TOTAL	3,114,655.98	3,114,655.98

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

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CASH ACCOUNT: 99900000 11121 AP Wire Clearing
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK NET

645	10/13/2023	EFT	101382	ARMIJO, ANA	09/12/2023		101323E	375.01
					CHECK	645	TOTAL:	375.01

646	10/13/2023	EFT	101382	ARMIJO, ANA	09/12/2023		101323E	450.00
					CHECK	646	TOTAL:	450.00

647	10/13/2023	EFT	101382	ARMIJO, ANA	09/12/2023		101323E	450.00
					CHECK	647	TOTAL:	450.00

NUMBER OF CHECKS 3 *** CASH ACCOUNT TOTAL *** 1,275.01

	COUNT	AMOUNT
TOTAL EFT'S	3	1,275.01

*** GRAND TOTAL *** 1,275.01

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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 10 1412									
APP GF005000-21340					Vouchers Payable		1,275.01		
10/13/2023 101323E		101323			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing			1,275.01	
10/13/2023 101323E		101323			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL		1,275.01	1,275.01	
APP 99900000-80010					Due To General Fund		1,275.01		
10/13/2023 101323E		101323							
APP GF001000-11110					Cash Equity			1,275.01	
10/13/2023 101323E		101323							
					SYSTEM GENERATED ENTRIES TOTAL		1,275.01	1,275.01	
					JOURNAL 2023/10/1412 TOTAL		2,550.02	2,550.02	

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund	2023 10	1412	10/13/2023	Cash Equity		1,275.01
GF001000-11110				Vouchers Payable	1,275.01	
GF005000-21340						
FUND TOTAL					1,275.01	1,275.01
9999 Treasurers Pooled Cash	2023 10	1412	10/13/2023	AP Wire Clearing		1,275.01
99900000-11121				Due To General Fund	1,275.01	
99900000-80010						
FUND TOTAL					1,275.01	1,275.01

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FUND	DUE TO	DUE FR
0010 General Fund		1,275.01
9999 Treasurers Pooled Cash	1,275.01	
	-----	-----
TOTAL	1,275.01	1,275.01

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CASH ACCOUNT: 99900000 11124 Federal Tax
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK NET

1248 10/13/2023 WIRE 104483 WA ST DEPT OF RET SYS LEOFF 2 10/05/2023 692.57

CHECK 1248 TOTAL: 692.57

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 692.57

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	692.57

*** GRAND TOTAL *** 692.57

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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 10	1410									
APP GF005000-21340						Vouchers Payable		692.57		
10/13/2023	CASH	DISB	101323			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124						Federal Tax			692.57	
10/13/2023	CASH	DISB	101323			AP CASH DISBURSEMENTS JOURNAL				
						GENERAL LEDGER TOTAL		692.57	692.57	
APP 99900000-80010						Due To General Fund		692.57		
10/13/2023	CASH	DISB	101323			Cash Equity			692.57	
APP GF001000-11110										
10/13/2023	CASH	DISB	101323							
						SYSTEM GENERATED ENTRIES TOTAL		692.57	692.57	
						JOURNAL 2023/10/1410 TOTAL		1,385.14	1,385.14	

10/12/2023 11:21
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund	2023 10	1410	10/13/2023			
GF001000-11110				Cash Equity		692.57
GF005000-21340				Vouchers Payable	692.57	
				FUND TOTAL	692.57	692.57
9999 Treasurers Pooled Cash	2023 10	1410	10/13/2023			
99900000-11124				Federal Tax		692.57
99900000-80010				Due To General Fund	692.57	
				FUND TOTAL	692.57	692.57

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MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
0010 General Fund		692.57
9999 Treasurers Pooled Cash	692.57	
	-----	-----
TOTAL	692.57	692.57

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

10/12/2023 11:22 | Benton County
MCN | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

CASH ACCOUNT: 99900000 11100 Main Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK NET

1247	10/13/2023	WIRE	101529 B C WORKMANS COMP	10/05/2023			10,641.12
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CHECK	1247	TOTAL:	10,641.12
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1252	10/13/2023	WIRE	101046 B C MEALS	09/27/2023			122.95
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CHECK	1252	TOTAL:	122.95
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1253	10/13/2023	WIRE	101046 B C MEALS	09/27/2023			122.95
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CHECK	1253	TOTAL:	122.95
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NUMBER OF CHECKS	3	*** CASH ACCOUNT TOTAL ***	10,887.02
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	COUNT	AMOUNT
	-----	-----
TOTAL WIRE TRANSFERS	3	10,887.02

*** GRAND TOTAL ***	10,887.02
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10/12/2023 11:22
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

CLERK: MCN

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
2023 10	1411										
APP	WC850000-21340		10/13/2023	CASH DISB	101323			Vouchers Payable		10,641.12	
								AP CASH DISBURSEMENTS JOURNAL			
APP	99900000-11100		10/13/2023	CASH DISB	101323			Main Checking			10,887.02
								AP CASH DISBURSEMENTS JOURNAL			
APP	RD850000-21340		10/13/2023	CASH DISB	101323			Vouchers Payable		245.90	
								AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		10,887.02	10,887.02
APP	99900000-85030		10/13/2023	CASH DISB	101323			Due To Workmens Compensation		10,641.12	
APP	WC810000-11110		10/13/2023	CASH DISB	101323			Cash Equity			10,641.12
APP	99900000-81010		10/13/2023	CASH DISB	101323			Due To County Road		245.90	
APP	RD810000-11110		10/13/2023	CASH DISB	101323			Cash Equity			245.90
								SYSTEM GENERATED ENTRIES TOTAL		10,887.02	10,887.02
								JOURNAL 2023/10/1411 TOTAL		21,774.04	21,774.04

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MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1010 County Road RD810000-11110 RD850000-21340	2023 10	1411	10/13/2023	Cash Equity Vouchers Payable	245.90	245.90
			FUND TOTAL		245.90	245.90
5030 Workmens Compensation WC810000-11110 WC850000-21340	2023 10	1411	10/13/2023	Cash Equity Vouchers Payable	10,641.12	10,641.12
			FUND TOTAL		10,641.12	10,641.12
9999 Treasurers Pooled Cash 99900000-11100 99900000-81010 99900000-85030	2023 10	1411	10/13/2023	Main Checking Due To County Road Due To Workmens Compensation	245.90 10,641.12	10,887.02
			FUND TOTAL		10,887.02	10,887.02

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Benton County
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1010 County Road		245.90
5030 Workmens Compensation		10,641.12
9999 Treasurers Pooled Cash	10,887.02	
	-----	-----
TOTAL	10,887.02	10,887.02

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

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

Check Date 10/16/2023

Payroll Checks

Total All Funds \$ 123,410.80

Warrant # 244248-244250

Direct Deposit # 184205-184344

Payroll Deduction Transfers

Total All Funds \$ 22,490.43

EFT#

ACH # 1269

Payroll Deduction Warrants

Total All Funds \$

Warrant #

Commissioner _____

Commissioner _____

Commissioner _____

Date Signed _____

Payroll Final Check List
BENTON COUNTY

10/01/2023 to 10/15/2023- Type S Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
184205	10/16/2023	05417	BENDYANE, ELOISA ROLON	0.00	636.29
184206	10/16/2023	03449	CASTILLEJA, JOSHUA ALAN	0.00	702.55
184207	10/16/2023	03899	DAVIS, RIKKI ANNE	0.00	644.60
184208	10/16/2023	05342	FOSTER, DEIDRA ELIZABETH	0.00	893.03
184209	10/16/2023	04596	SAVCHUK, LILIYA VIKTOROVNA	0.00	1,195.03
184210	10/16/2023	05237	SCHULTZ, KIMBERLY CHAR	0.00	924.42
184211	10/16/2023	05347	THOMAS JR, LARRY D	0.00	994.89
184212	10/16/2023	03967	BOATRIGHT, MERRY C	0.00	458.98
184213	10/16/2023	04203	CERVANTES, MIRANDA LYNN	0.00	831.15
184214	10/16/2023	05387	DORSEY, ANDREW O	0.00	1,356.62
184215	10/16/2023	05290	MELSON, LIVIAN S	0.00	736.03
184216	10/16/2023	02501	ROE, LORENE FAY	0.00	426.66
184217	10/16/2023	04697	AGUILAR-MALDONADO, MARIA DEL C	0.00	852.84
184218	10/16/2023	05931	BORQUEZ, ALEJANDRA	0.00	984.45
184219	10/16/2023	02339	HUNSAKER, LAURIE ANN	0.00	323.22
184220	10/16/2023	02644	ROBERTSON, CYNTHIA JEAN	0.00	184.70
184221	10/16/2023	03887	SAKOTA, LORI ANNE	0.00	415.57
184222	10/16/2023	00601	WAGAR-WEIDNER, SARAH ANN	0.00	392.49
184223	10/16/2023	00067	TANNER, JUDY D	0.00	484.84
184224	10/16/2023	05260	STEELE, SONDRAY KAY	0.00	729.56
184225	10/16/2023	03566	HEWITT, EILEEN MARIE HOLMAN	0.00	554.10
184226	10/16/2023	03557	ELSTON, JODI LEE	0.00	253.96
184227	10/16/2023	05228	WICKLINE, SCOTLAND O'DONNELL	0.00	714.79
184228	10/16/2023	03151	ARMSTRONG, MATTHEW KENNETH	0.00	554.10
184229	10/16/2023	05397	BECKMANN, ZACHARY MARTIN	0.00	1,398.18
184230	10/16/2023	04882	BELL, KEVIN LEE	0.00	1,182.08
184231	10/16/2023	04978	BERGEVIN, IAN JAMES	0.00	1,108.20
184232	10/16/2023	05166	BROWNING, RONALD ALLEN	0.00	1,135.90
184233	10/16/2023	01989	DURY, MONA MEON	0.00	400.80
184234	10/16/2023	04767	ELFERING, JOHN C	0.00	939.20
184235	10/16/2023	03610	FAIRCHILD, KAY L	0.00	470.06
184236	10/16/2023	03475	GRIMM, SHANE O	0.00	369.40
184237	10/16/2023	02500	GUERRERO JR, ROBERT	0.00	490.38
184238	10/16/2023	03559	GUNDERSON, MATTHEW S	0.00	554.10
184239	10/16/2023	05252	HEBERT, ALEXANDRA KAITLIN	0.00	1,116.51
184240	10/16/2023	04658	KNAPP, MELISSA RENAE	0.00	1,276.08
184241	10/16/2023	02989	MCCANTS, DIANNE LOUISE	0.00	1,015.85
184242	10/16/2023	01936	MCCULLUGH, LORI LYNN	0.00	831.15

10/01/2023 to 10/15/2023- Type S Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
184243	10/16/2023	04787	MEYERS, JULIE ANN	0.00	939.20
184244	10/16/2023	03224	MORFIN, SAUL ISAIAS	0.00	461.75
184245	10/16/2023	03669	MURRY JR, DALLAS M	0.00	583.66
184246	10/16/2023	04772	RAY, REGINA ANN	0.00	692.62
184247	10/16/2023	00672	ROLLOSSON, PATRICK A	0.00	1,204.91
184248	10/16/2023	03095	RUIZ, JOSE ANGEL	0.00	661.37
184249	10/16/2023	05302	SANCHEZ NUNEZ, ELIAS ALEJANDRO	0.00	1,172.84
184250	10/16/2023	05407	SAWYER, NOAH CHARLES	0.00	1,100.33
184251	10/16/2023	03213	SHELTON, JOSHUA TRAY	0.00	369.40
184252	10/16/2023	03204	SMALL, LISA MICHELLE	0.00	323.22
184253	10/16/2023	05027	SHELTON, CODY DANIEL	0.00	1,400.08
184254	10/16/2023	04308	GARCIA, MANUEL ALEJANDRO	0.00	782.21
184255	10/16/2023	04278	PETTY, AIMEE M	0.00	415.57
184256	10/16/2023	01902	JOHNSTONE, BARBARA L	0.00	323.22
184257	10/16/2023	02164	KUH, PEI-LING C	0.00	507.92
184258	10/16/2023	05395	MCMANUS, CHEYENNE E	0.00	965.06
184259	10/16/2023	04287	PHILLIPS, RACHEL JO ANN	0.00	369.40
184260	10/16/2023	03748	SAENZ, VERONICA	0.00	923.50
184261	10/16/2023	01927	TANNER JR, TERRY M	0.00	3,316.18
184262	10/16/2023	04094	WILLIAMS, JOHN S	0.00	494.07
184263	10/16/2023	04605	FLORES, JAIME JAVIER	0.00	1,314.44
184264	10/16/2023	04899	WASHBURN, RYAN LEE	0.00	1,213.48
184265	10/16/2023	04046	WEBB, JENNIFER LYNN	0.00	1,189.46
184266	10/16/2023	00063	ROJAS, ROSA M	0.00	820.73
184267	10/16/2023	03448	HATFIELD, AMANDA M	0.00	461.75
184268	10/16/2023	05265	PEVEY, STEVEN RAY	0.00	923.50
184269	10/16/2023	05344	STANLEY, TYSEN SCOTT	0.00	1,002.92
184270	10/16/2023	04529	VAN DEVENTER, JOHN	0.00	944.25
184271	10/16/2023	05259	DIAZ, RUTH YESSICA	0.00	1,038.94
184272	10/16/2023	00284	CALDWELL, GLORIA	0.00	702.55
184273	10/16/2023	05301	CONTRERAS, LUCY ANN	0.00	646.45
184274	10/16/2023	05054	DEROOS, DIANA PATRICIA	0.00	646.45
184275	10/16/2023	03872	ERICKSON, MARIA L	0.00	461.75
184276	10/16/2023	05230	PEDERSON, HAYLIE DEANNE	0.00	646.45
184277	10/16/2023	05160	PEDERSON, PAXTON DONALD	0.00	461.75
184278	10/16/2023	05365	MEDINA, ARACELI	0.00	825.61
184279	10/16/2023	03949	LOCKHAVEN, KIP M	0.00	1,052.79
184280	10/16/2023	05299	ABARCA V, OMAR URIEL	0.00	1,003.85

10/01/2023 to 10/15/2023- Type S Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
184281	10/16/2023	02287	BAKER, JOSEPH W	0.00	889.49
184282	10/16/2023	02696	BUECHLER, DANIEL JOSPEH	0.00	1,296.17
184283	10/16/2023	05223	ESPIRITU DE LA MORA, CRISTIAN	0.00	1,003.85
184284	10/16/2023	00461	GOMEZ JR, RAMIRO A	0.00	916.66
184285	10/16/2023	00483	LATIMER, TAMSEN	0.00	277.05
184286	10/16/2023	02868	MERCADO JR, GERALDO VARA	0.00	788.67
184287	10/16/2023	05224	MORRIS, CREW BRANDT	0.00	1,003.85
184288	10/16/2023	02240	PEREZ, YVONNE RODRIGUEZ	0.00	805.30
184289	10/16/2023	02550	PEYTON, JONATHAN CHARLES	0.00	837.62
184290	10/16/2023	04869	CONE, JACOB STEVEN	0.00	855.16
184291	10/16/2023	02308	AYRES, AMY LYNN	0.00	978.91
184292	10/16/2023	05401	HAZELTON, JESSICA TALITHA	0.00	2,151.59
184293	10/16/2023	05305	SUAREZ LEYVA, DANNA MICHAEL	0.00	1,015.85
184294	10/16/2023	05404	BROWN, ANDREA PAIGE	0.00	909.65
184295	10/16/2023	04662	ROBISON, CARSON KENT	0.00	900.41
184296	10/16/2023	04880	DURAN, BRITTANEE DAWN	0.00	816.61
184297	10/16/2023	01930	BROWN, RYAN KELLY	0.00	689.86
184298	10/16/2023	04128	HALLMAN, TAYLOR RAEANNE	0.00	890.25
184299	10/16/2023	05173	LEAVITT, MELYSSA MAE	0.00	787.74
184300	10/16/2023	04505	LILLY, JOSHUA JAMES	0.00	692.62
184301	10/16/2023	02432	LONG, JULIE ELIZABETH	0.00	369.40
184302	10/16/2023	05357	MORENO, FELICITAS MARGARITA	0.00	893.03
184303	10/16/2023	02687	MURSTIG, MARTHA ELIZABETH	0.00	826.53
184304	10/16/2023	05073	MURSTIG, RACHEL LYNN	0.00	676.92
184305	10/16/2023	03048	PETRA, ANITA ISABELLE	0.00	2,459.63
184306	10/16/2023	02767	SKEELS, TIMOTHY ALLEN	0.00	2,017.85
184307	10/16/2023	04291	REYNOLDS, DESIREE RENE A	0.00	1,652.14
184308	10/16/2023	05089	ARROYO, CORNELIO	0.00	461.75
184309	10/16/2023	04394	GODINEZ, SONIA	0.00	184.70
184310	10/16/2023	04332	BERRY, SHELA JASMINE	0.00	369.40
184311	10/16/2023	04841	KILLMAN, JUSTIN S	0.00	1,200.55
184312	10/16/2023	05003	ROBERTS, JACOB JOSEPH	0.00	877.32
184313	10/16/2023	02021	ROCHLEAU, KEN CRAIG	0.00	531.01
184314	10/16/2023	05343	KRANTZ, DYLAN RYAN	0.00	507.92
184315	10/16/2023	04243	DAVIS, VOLNEY T	0.00	387.87
184316	10/16/2023	01241	DEINES, RUSSELL JAY	0.00	455.50
184317	10/16/2023	02963	SNYDER, JAMES RAY	0.00	1,309.89
184318	10/16/2023	04846	ZUNKER, ZAKERY A	0.00	1,053.71

10/01/2023 to 10/15/2023- Type S Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
184319	10/16/2023	02692	BOVEE, ALLAN SCOTT	0.00	620.20
184320	10/16/2023	04520	HATFIELD, TAVIS CRAIG	0.00	461.75
184321	10/16/2023	03925	LINER, JEFFREY ALAN	0.00	1,582.07
184322	10/16/2023	03662	RAWLINGS, CLAYTON L	0.00	1,339.07
184323	10/16/2023	04212	THOMAS, ANDREW CATON	0.00	461.75
184324	10/16/2023	04752	HESTER, JAMES D	0.00	1,303.73
184325	10/16/2023	05249	MENDOZA-ORTIZ, CINDY	0.00	646.45
184326	10/16/2023	05221	VALLADARES, AALIYAH MARYAH	0.00	825.61
184327	10/16/2023	05242	BARRETO BENTO, THIAGO	0.00	1,510.85
184328	10/16/2023	05226	CARDOSO, GUSTAVO	0.00	1,438.81
184329	10/16/2023	04667	HERNANDEZ, IVAN	0.00	1,214.79
184330	10/16/2023	05315	MCMILLAN, LIAM DARYHA	0.00	1,462.67
184331	10/16/2023	04408	PEREZ, ELIAS	0.00	738.80
184332	10/16/2023	03225	RODRICK, EMAN DAVID	0.00	369.40
184333	10/16/2023	03153	CLARKE, MATHEW DAVID	0.00	524.54
184334	10/16/2023	03880	DONOVAN, ZACHARY ALAN	0.00	619.67
184335	10/16/2023	00615	GONZALEZ, HORACIO R	0.00	2,092.44
184336	10/16/2023	03014	KORTEN, DANIEL WILLIAM	0.00	507.92
184337	10/16/2023	04761	KRAAL, DAVID LESTER	0.00	736.03
184338	10/16/2023	05143	LOPEZ, ROSARIO ALEJANDRA	0.00	646.45
184339	10/16/2023	05409	MASSART, STEPHANIE JANE	0.00	875.47
184340	10/16/2023	03447	ALARCON, SANDRA	0.00	867.25
184341	10/16/2023	05380	ASHCRAFT, PHILLIP DEAN	0.00	919.81
184342	10/16/2023	03243	PICKETT, MARSHALL J	0.00	369.40
184343	10/16/2023	05402	SANCHEZ, ADRIAN M	0.00	1,086.04
184344	10/16/2023	05132	ESPINOSA, KAYLEE MARIE	0.00	600.27
Employee Check Totals				0.00	119,460.06
Bank keydd Totals (140 Forms)				0.00	119,460.06

pyChkLst
10/13/2023 8:24AM

Payroll Final Check List
BENTON COUNTY
10/01/2023 to 10/15/2023- Type S Cycle bc

Page: 5

Bank: keypy - Key Bank - Payroll

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
244248	10/16/2023	05413	PEARSON, AMANDA CHRISTINE	1,120.91	0.00
244249	10/16/2023	05406	CHAPMAN II, DAVID CHARLES	1,149.76	0.00
244250	10/16/2023	05282	STONE, BROCK THOMAS	1,680.07	0.00
Employee Check Totals				3,950.74	0.00
Bank keypy Totals (3 Forms)				3,950.74	0.00
Grand Total				3,950.74	119,460.06

Next Step: Account Posting (AP)
Pay Period is Open (Locked)

Totals Checks and Direct Deposit (143 Forms) 123,410.80

Page: 5

10/16/2023 10:08 |Benton County
MCN |A/P CASH DISBURSEMENTS JOURNAL

|P 1
|apcshdsb

CASH ACCOUNT: 99900000 11124 Federal Tax
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK NET

1269 10/16/2023 WIRE 102850 KEY BANK 10/16/2023 PAYROLL 22,490.43

CHECK 1269 TOTAL: 22,490.43

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 22,490.43

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	22,490.43

*** GRAND TOTAL *** 22,490.43

10/16/2023 10:08 |Benton County
 MCN |A/P CASH DISBURSEMENTS JOURNAL
 JOURNAL ENTRIES TO BE CREATED

|P 2
 |apcshdsb

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 10	1927										
APP	GF005000	-21340						Vouchers Payable		13,217.83	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	99900000	-11124						Federal Tax			22,490.43
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	RD850000	-21340						Vouchers Payable		1,725.05	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	HS850000	-21340						Vouchers Payable		632.95	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	EL500000	-21340						Vouchers Payable		111.86	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	TO850000	-21340						Vouchers Payable		64.64	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	JC850000	-21340						Vouchers Payable		2,211.89	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	IB850000	-21340						Vouchers Payable		136.78	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	CV850000	-21340						Vouchers Payable		392.14	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	CC850000	-21340						Vouchers Payable		20.08	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	PS850000	-21340						Vouchers Payable		2,116.70	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	BHF85000	-21340						Vouchers Payable		817.22	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	ER850000	-21340						Vouchers Payable		565.59	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
APP	IT850000	-21340						Vouchers Payable		477.70	
	10/16/2023	PAYROLL		PAYROL				AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL										22,490.43	22,490.43
APP	99900000	-80010						Due To General Fund		13,217.83	
	10/16/2023	PAYROLL		PAYROL							
APP	GF001000	-11110						Cash Equity			13,217.83
	10/16/2023	PAYROLL		PAYROL							
APP	99900000	-81010						Due To County Road		1,725.05	
	10/16/2023	PAYROLL		PAYROL							
APP	RD810000	-11110						Cash Equity			1,725.05
	10/16/2023	PAYROLL		PAYROL							
APP	99900000	-81080						Due To Human Services		632.95	
	10/16/2023	PAYROLL		PAYROL							
APP	HS810000	-11110						Cash Equity			632.95
	10/16/2023	PAYROLL		PAYROL							
APP	99900000	-81110						Due To Election Reserve		111.86	
	10/16/2023	PAYROLL		PAYROL							
APP	EL100000	-11110						Cash Equity			111.86

10/16/2023 10:08
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

YEAR PER	JNL								
SRC	ACCOUNT								
EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	
							LINE	DESC	
	10/16/2023	PAYROLL		PAYROL					
APP	99900000-81120							Due To Treasurers O & M	64.64
	10/16/2023	PAYROLL		PAYROL					
APP	TO810000-11110							Cash Equity	64.64
	10/16/2023	PAYROLL		PAYROL					
APP	99900000-81150							Due To Juvenile Center	2,211.89
	10/16/2023	PAYROLL		PAYROL					
APP	JC810000-11110							Cash Equity	2,211.89
	10/16/2023	PAYROLL		PAYROL					
APP	99900000-81160							Due To Inmate Benevolence Fund	136.78
	10/16/2023	PAYROLL		PAYROL					
APP	IB810000-11110							Cash Equity	136.78
	10/16/2023	PAYROLL		PAYROL					
APP	99900000-81200							Due To Crime Victim Comp	392.14
	10/16/2023	PAYROLL		PAYROL					
APP	CV810000-11110							Cash Equity	392.14
	10/16/2023	PAYROLL		PAYROL					
APP	99900000-81460							Due To Clerks Collection Fund	20.08
	10/16/2023	PAYROLL		PAYROL					
APP	CC810000-11110							Cash Equity	20.08
	10/16/2023	PAYROLL		PAYROL					
APP	99900000-81480							Due To Public Safety Tax Fund	2,116.70
	10/16/2023	PAYROLL		PAYROL					
APP	PS810000-11110							Cash Equity	2,116.70
	10/16/2023	PAYROLL		PAYROL					
APP	99900000-81600							Due To Behavioral Health	817.22
	10/16/2023	PAYROLL		PAYROL					
APP	BHF81000-11110							Cash Equity	817.22
	10/16/2023	PAYROLL		PAYROL					
APP	99900000-85010							Due To Equipment Rental & Rev	565.59
	10/16/2023	PAYROLL		PAYROL					
APP	ER810000-11110							Cash Equity	565.59
	10/16/2023	PAYROLL		PAYROL					
APP	99900000-85020							Due To Central Services	477.70
	10/16/2023	PAYROLL		PAYROL					
APP	IT810000-11110							Cash Equity	477.70
	10/16/2023	PAYROLL		PAYROL					
SYSTEM GENERATED ENTRIES TOTAL								22,490.43	22,490.43
JOURNAL 2023/10/1927 TOTAL								44,980.86	44,980.86

10/16/2023 10:08
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund GF001000-11110 GF005000-21340	2023 10	1927	10/16/2023	Cash Equity Vouchers Payable	13,217.83	13,217.83
				FUND TOTAL	13,217.83	13,217.83
1010 County Road RD810000-11110 RD850000-21340	2023 10	1927	10/16/2023	Cash Equity Vouchers Payable	1,725.05	1,725.05
				FUND TOTAL	1,725.05	1,725.05
1080 Human Services HS810000-11110 HS850000-21340	2023 10	1927	10/16/2023	Cash Equity Vouchers Payable	632.95	632.95
				FUND TOTAL	632.95	632.95
1110 Election Reserve EL100000-11110 EL500000-21340	2023 10	1927	10/16/2023	Cash Equity Vouchers Payable	111.86	111.86
				FUND TOTAL	111.86	111.86
1120 Treasurers O & M TO810000-11110 TO850000-21340	2023 10	1927	10/16/2023	Cash Equity Vouchers Payable	64.64	64.64
				FUND TOTAL	64.64	64.64
1150 Juvenile Center JC810000-11110 JC850000-21340	2023 10	1927	10/16/2023	Cash Equity Vouchers Payable	2,211.89	2,211.89
				FUND TOTAL	2,211.89	2,211.89
1160 Inmate Benevolence Fund IB810000-11110 IB850000-21340	2023 10	1927	10/16/2023	Cash Equity Vouchers Payable	136.78	136.78
				FUND TOTAL	136.78	136.78
1200 Crime Victim Comp CV810000-11110 CV850000-21340	2023 10	1927	10/16/2023	Cash Equity Vouchers Payable	392.14	392.14
				FUND TOTAL	392.14	392.14
1460 Clerks Collection Fund	2023 10	1927	10/16/2023			

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Benton County
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 5
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FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
CC810000-11110				Cash Equity		20.08
CC850000-21340				Vouchers Payable	20.08	
				FUND TOTAL	20.08	20.08
1480 Public Safety Tax Fund	2023 10	1927	10/16/2023	Cash Equity		2,116.70
PS810000-11110				Vouchers Payable	2,116.70	
PS850000-21340				FUND TOTAL	2,116.70	2,116.70
1600 Behavioral Health	2023 10	1927	10/16/2023	Cash Equity		817.22
BHF81000-11110				Vouchers Payable	817.22	
BHF85000-21340				FUND TOTAL	817.22	817.22
5010 Equipment Rental & Revolving	2023 10	1927	10/16/2023	Cash Equity		565.59
ER810000-11110				Vouchers Payable	565.59	
ER850000-21340				FUND TOTAL	565.59	565.59
5020 Central Services	2023 10	1927	10/16/2023	Cash Equity		477.70
IT810000-11110				Vouchers Payable	477.70	
IT850000-21340				FUND TOTAL	477.70	477.70
9999 Treasurers Pooled Cash	2023 10	1927	10/16/2023	Federal Tax		22,490.43
99900000-11124				Due To General Fund	13,217.83	
99900000-80010				Due To County Road	1,725.05	
99900000-81010				Due To Human Services	632.95	
99900000-81080				Due To Election Reserve	111.86	
99900000-81110				Due To Treasurers O & M	64.64	
99900000-81120				Due To Juvenile Center	2,211.89	
99900000-81150				Due To Inmate Benevolence Fund	136.78	
99900000-81160				Due To Crime Victim Comp	392.14	
99900000-81200				Due To Clerks Collection Fund	20.08	
99900000-81460				Due To Public Safety Tax Fund	2,116.70	
99900000-81480				Due To Behavioral Health	817.22	
99900000-81600				Due To Equipment Rental & Rev	565.59	
99900000-85010				Due To Central Services	477.70	
99900000-85020				FUND TOTAL	22,490.43	22,490.43

FUND	DUE TO	DUE FR
0010 General Fund		13,217.83
1010 County Road		1,725.05
1080 Human Services		632.95
1110 Election Reserve		111.86
1120 Treasurers O & M		64.64
1150 Juvenile Center		2,211.89
1160 Inmate Benevolence Fund		136.78
1200 Crime Victim Comp		392.14
1460 Clerks Collection Fund		20.08
1480 Public Safety Tax Fund		2,116.70
1600 Behavioral Health		817.22
5010 Equipment Rental & Revolving		565.59
5020 Central Services		477.70
9999 Treasurers Pooled Cash	22,490.43	
	-----	-----
TOTAL	22,490.43	22,490.43

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 24, 2023
Subject:	Consent to Assignment Letter to Provide Quarterly Inspections / Repairs for Laundry Equipment in the Jail; Amending Resolution 2023-334
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Jeff Aultman; Chief Guerrero; Purchasing Dept.
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☒ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Per Resolution 2023-334 the Board of Benton County Commissioners awarded the public works contract to Dynamic Laundry Systems, Inc., Kirkland, WA to provide quarterly inspections and as-needed repair and maintenance services for the laundry equipment located in the Benton County Jail.

The Benton County Facilities Manager received notice that Dynamic Laundry Systems, Inc. has merged with Alliance Distribution Holdings, Inc. dba/ Alliance Laundry Systems Distribution, LLC.

Per Section 20 of the above referenced Contract, "The CONTRACTOR shall perform all the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY".

The Facilities Manager wishes to continue doing business with Alliance Laundry Systems Distribution, LLC West-PNW Office as a certified Contractor to service the jail's laundry equipment, and recommends the Board approve the attached Consent to Assignment Letter and authorize the Chairman's signature on said letter.

Fiscal Impact

N/A

Recommendation

Approve the attached Resolution and Consent to Assignment Letter and authorize the Chairman of the Board to sign said letter, hereby amending Resolution 2023-334.

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 OF THE BOARD TO SIGN THE CONSENT TO ASSIGNMENT LETTER TO PROVIDE QUARTERLY INSPECTIONS AND AS-NEEDED REPAIR AND MAINTENANCE SERVICES FOR THE LAUNDRY EQUIPMENT LOCATED IN THE BENTON COUNTY JAIL; AMENDING RESOLUTION 2023-334

WHEREAS, per Resolution 2023-334 the Board of Benton County Commissioners awarded the public works contract to Dynamic Laundry Systems, Inc., Kirkland, WA to provide quarterly inspections and as-needed repair and maintenance services for the laundry equipment located in the Benton County Jail; and

WHEREAS, the Benton County Facilities Manager received notice that Dynamic Laundry Systems, Inc. has merged with Alliance Distribution Holdings, Inc. dba/ Alliance Laundry Systems Distribution, LLC; and

WHEREAS, per Section 20 of the above referenced Contract, "The CONTRACTOR shall perform all the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY"; and

WHEREAS, the Facilities Manager wishes to continue doing business with Alliance Laundry Systems Distribution, LLC West-PNW Office as a certified Contractor to service the jail's laundry equipment, and recommends the Board approve the attached Consent to Assignment Letter and authorize the Chairman's signature on said letter; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby authorizes the Chairman of the Board to sign the attached Consent to Assignment Letter assigning the public works contract between Benton County and Dynamic Laundry Systems, Inc. over to Alliance Distribution Holdings, Inc. dba/Alliance Laundry Systems Distribution, LLC West-PNW Office; and

BE IT FURTHER RESOLVED, said contract shall terminate on April 30, 2024. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period; and

BE IT FURTHER RESOLVED, Resolution 2023-334 is hereby amended to be assigned to Alliance Distribution Holdings, Inc. dba/ Alliance Laundry Systems Distribution, LLC West-PNW Office.

Dated this 24th day of October, 2023.

Attest.....
Clerk of the Board

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: Facilities
cc: Auditor, PA, Purchasing Dept., Alliance

Prepared by: L. Small

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



Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

October 24, 2023

Ms. Fran Peterson
12910 NE 125th Way Bldg. B-3
Kirkland, WA 98034
Email: Fran.Peterson@alliancels.com

RE: Consent to Assignment the Public Works Contract between Benton County and Dynamic Laundry Systems, Inc. per Resolution 2023-334

Ms. Peterson:

Benton County has received notice that Dynamic Laundry Systems, Inc. has merged with Alliance Distribution Holdings, Inc. and is now doing business as Alliance Laundry Systems Distribution, LLC. The purpose of this letter is to advise you that the county consents to the terms and conditions of the contract being assigned to Alliance Laundry Systems Distribution, LLC West-PNW Office per your request and pursuant to Section 20 of the contract, which reads in relevant part:

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

Thank you for your attention to this matter.

Sincerely,

BENTON COUNTY BOARD OF COMMISSIONERS

Will McKay, Chairman
Benton County Commissioner

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0010, DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Commissioner

Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

BENTON COUNTY LINE ITEM TRANSFERDept Name: Dept Nbr: Fund Name: Fund Nbr:

TRANSFER FROM: 120

TRANSFER TO: 120

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5236200	51403	Custody Officer	\$33,065	5236200	51925	Overtime	\$212,344
	51435	Custody Officer	\$18,300				
	51515	Custody Officer	\$18,806				
	51818	Custody Officer	\$18,550				
	51838	Custody Officer	\$25,388				
	51849	Custody Officer	\$18,899				
	51854	Custody Officer	\$18,681				
	51874	Custody Officer	\$19,025				
	51892	Custody Officer	\$18,111				
	51897	Custody Officer	\$23,519				
TOTAL			\$212,344	TOTAL			\$212,344

Explanation:

Moving funds from vacant positions within department 120 to cover overtime expenses due to staffing shortages in 2023.

Prepared by: Date: Approved ☐Denied ☐

Date: _____

Chairman_____
Commissioner_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 24 th , 2023
Subject:	Accepting work performed by American Rock Products for C.E. 2133 – 2022 Bituminous Surface Treatment Area 6 and Edge Repair Project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

The County entered into a contract with American Rock Products for C.E. 2133 – 2022 Bituminous Surface Treatment Area 6 and Edge Repair on May 24th, 2022 (Res. 2022-344). American Rock Products has completed all work required under the contract. The project has been examined by the Public Works Manager and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Public Works Manager recommends that the Board formally accept American Rock Products' work and the project as complete and release of retainage held.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY AMERICAN ROCK PRODUCTS UNDER CONTRACT FOR C.E. 2133 – 2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR PROJECT

WHEREAS, on May 24th, 2022, the Board of County Commissioners entered into a contract with American Rock Products, Yakima, Washington (Resolution 2022-344) for C.E. 2133 – 2022 Bituminous Surface Treatment Area 6 and Edge Repair Project; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the Public Works Manager and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, the Public Works Manager recommends that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete and release retainage held; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners concurs with the Public Works Manager's recommendation and hereby accepts the work performed by American Rock Products under contract for C.E. 2133 – 2022 Bituminous Surface Treatment Area 6 and Edge Repair Project as being completed in conformance with the contract documents.

Dated this 24th day of October 2023.

Chairman

Chairman Pro-Tem

Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



Employment Security Department
WASHINGTON STATE

April 11, 2023

ESD# 000602991003

UBI# 600204527000

AMERICAN ROCK PRODUCTS
PO Box 3366
SPOKANE, WA-99220

BENTON COUNTY

Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description 2022 Bituminous Surface Treatment Area 6 and Edge Repair
Contract number C.E 2133 SMP

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

If we may be of further assistance, please call (360) 890-3499 or email publicworks@esd.wa.gov

EMPLOYMENT SECURITY DEPARTMENT



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

BENTON COUNTY
C/O DANICA HOPE
PO BOX 470
PROSSER WA 99350-0470

July 20, 2023
Letter ID: L0023604031
UBI: 600-204-527
Account ID: 600-689-892
Account Type: Excise Tax
Audit ID: A94426
Audit Period: 05/01/22 - 02/28/23

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following public works contract:

COLUMBIA ASPHALT AND GRAVEL

Public Agency: BENTON COUNTY

Project Name: 2022 Bituminous Surface Treatment Area 6 and Edge Repair

Contract Number: C.E 2133 SMP

Description of Work: 2022 Bituminous Surface Treatment Area 6 and Edge Repair

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated July 20, 2023 at Olympia, Washington,

State of Washington
Department of Revenue

Certifying Officer



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
PO Box 44274 Olympia, Washington 98504-4274

October 09, 2023

BENTON COUNTY
PO BOX 470
PROSSER WA 99350

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **2022 BITUMINOUS SURFACE TREATMENT AREA 6 AND EDGE REPAIR, Contract C.E 2133 SMP, Affidavit 1172997** to the following contractor:

AMERICAN ROCK PRODUCTS	700,174-00	600 204 527
------------------------	------------	-------------

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of WagesPaid* forms have been filed

Thank you,

Jordan Guerra
Contract Release Specialist
360-902-6752
HOGO235@LNI.WA.GOV

cc: AMERICAN ROCK PRODUCTS
PO BOX 3366
SPOKANE WA 99220-3366

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 24, 2023
Subject:	Execution of First Contract Amendment with Qal-Tek Associates, LLC
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

On March 14, 2023, the Board of Benton County Commissioners executed a contract with Qal-Tek Associates for calibration of two nuclear density gauges to meet minimum ASTM standards. The contract expires on December 31, 2023.

The gauges need to be calibrated every year and the First Amendment is necessary to extend the expiration date to December 31, 2024, and to increase the dollar amount from a not to exceed amount of \$2,000 to \$4,000.

Fiscal Impact

Amount: \$4,000.00 excluding WSST

Fund: Road Fund

Recommendation

The Public Works Manager recommends execution of the attached First Contract Amendment with Qal-Tek Associates, LLC in an amount not to exceed \$4,000 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 PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND QAL-TEK ASSOCIATES, LLC FOR CALIBRATION OF THE NUCLEAR DENSITY GAUGES

WHEREAS, on March 14, 2023 the Board of Benton County Commissioners, via Resolution 2023-235, entered into a Contract with Qal-Tek Associates, LLC for calibration of two nuclear density gauges; and

WHEREAS, the First Contact Amendment is needed to extend the contract termination date from December 31, 2023 to December 31, 2024, and increase the contract amount from a not to exceed amount of \$2,000 to \$4,000 excluding WSST; **NOW, THEREFORE**,

BE IT RESOLVED, that the attached First Amendment to the Personal Services Contract between Benton County and Qal-Tek Associates, LLC. 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; and

BE IT FURTHER RESOLVED, the not to exceed amount is increased from \$2,000.00 to \$4,000.00 excluding WSST.

Dated this 24TH day of October 2023.

Chairman

Chairman Pro-Tem

Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**FIRST CONTRACT AMENDMENT
to the
PERSONAL SERVICES CONTRACT
with
QAL-TEK ASSOCIATES**

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 **QAL-TEK ASSOCIATES, LLC**, a corporation organized under the laws of the State of Idaho with its principal offices at 3998 Commerce circle, Idaho Falls, ID 83401 (hereinafter "CONTRACTOR").

WHEREAS, the parties entered into a Professional Services Contract dated March 14, 2023 (the "CONTRACT") for the purpose of calibrating two Troxler Nuclear 3430 moisture density gauges to meet minimum accuracy ASTM standards.

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 March 14, 2023 and ends December 31, 2023. Pursuant to an amendment of 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 four thousand dollars (\$4,000.00), 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 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:

D9A9306B07BB475...

LeeAnn Holt, Civil Deputy Prosecuting Attorney

Dated: 10/9/2023

FOR: QAL-TEK ASSOCIATES, LLC

DocuSigned by:

8715C9D7828E4F1...

Signature

Director of Instrument Services

Title:

Travis Bivins
Print Name



INNOVATING SOLUTIONS for Those Building a Better and More Secure World

3998 Commerce Circle
Idaho Falls ID 83401
United States

Sales Order SO27615

Date: 09/22/2023 16:35:27

Bill to:	Ship to:
Benton County Public Works P.O. Box 1001 Prosser WA 99350 United States	Benton County Public Works - Prosser 14303 N Hinzerling Rd. Prosser WA 99350 United States

Contact	Salesperson
Tavis Hatfield tavis.hatfield@co.benton.wa.us 509-786-5611	Heather Holder hholder@qaltek.com

Quantity	Item	Description	Unit Price	Taxes	Price
2.000 Unit(s)	NG0021	Nuclear Density Gauge (Standard Models) - ISO 17025 Accredited Calibration SN;32514,33969	469.37		\$ 938.74
1.000 Unit(s)	NG0044	OSCAR Service Charge (flat fee including travel and fuel for onsite calibration & repair)	850.00		\$ 850.00
2.000 Unit(s)	LT0001	Leak Test; Nuclear Density Gauge	25.00		\$ 50.00
1.000 Unit(s)	SRF0001	SRF Calibration State Reciprocity Fee	30.00		\$ 30.00

Subtotal	\$ 1,868.74
Taxes	\$ 0.00
Total	\$ 1,868.74

Salesman:

Client:

Print:

Heather Holder

Print:

Date:

09-22-2023

Date:

Payment term: Net 30 Days

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 24, 2023
Subject:	Executing an Interlocal Cooperative Agreement with Columbia Irrigation District
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

There is a desire to be able to share equipment and services with other public agencies when the need arises. RCW 39.34 allows public agencies in Washington State to enter into Interlocal Cooperative Agreements for the joint use of services, personnel, materials, and equipment.

The Public Works Manager recommends entering into an Agreement for equipment and services sharing with Columbia Irrigation District. The Agreement has been reviewed and approved as to form by our Departmental Deputy Prosecuting Attorney from the Civil Division and signed by Columbia Irrigation District.

Resolution 2022-647 was executed on September 13th, 2022, allowing for the purchase of rock from Owens Quarry only. The parties have agreed that this resolution no longer fits the needs of the County or Columbia Irrigation District and that upon execution of this agreement Resolution 2022-647 shall be terminated.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Public Works Manager recommends the Board approve the proposed Interlocal Agreement with CID and upon execution Res 2022-647 shall be terminated.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND COLUMBIA IRRIGATION DISTRICT FOR GENERAL EQUIPMENT, MATERIALS AND/OR SERVICES AND TERMINATING RESOLUTION 2022-647

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

WHEREAS, Benton County and the Columbia Irrigation District desire to enter into an Interlocal Agreement to allow both parties to share equipment, services and materials; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached agreement, finding such as being in the best interest of Benton County, **NOW, THEREFORE**,

BE IT RESOLVED, the Benton County Board of Commissioners hereby approves the attached Interlocal Cooperative Agreement between Benton County and the Columbia Irrigation District; and

BE IT FURTHER RESOLVED upon execution of this agreement Resolution 2022-647 shall terminate.

Dated this 24th day of October 2023.

Chairman

Chairman Pro-Tem

Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN BENTON COUNTY AND COLUMBIA IRRIGATION DISTRICT
FOR GENERAL EQUIPMENT, MATERIALS AND/OR SERVICES THROUGH
DEPARTMENT OF PUBLIC WORKS**

THIS AGREEMENT is made and entered into by and between Benton County ("Benton") with its principal offices located at 620 Market Street, Prosser, Washington 99350, by and for the Benton County Public Works Department, and the Columbia Irrigation District, ("CID") with its principal offices located at 10 E. Kennewick Avenue, Kennewick, WA, 99336, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which the CID and Benton County may provide labor, equipment, materials, and/or services to the other party; services rendered shall be with the coordination of both governing parties.

**ARTICLE II
ADMINISTRATION AND ORGANIZATION**

- 2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 2.02 Benton's representative shall be the Public Works Manager, or his/her authorized designee. The Public Works Manager shall be the signing authority for Benton for all task assignments pursuant to this Agreement.
- 2.03 The CID's representative shall be the District Manager or his/her authorized designee.
- 2.04 This Agreement is entered into pursuant to RCW 39.34 as an interlocal agreement between the parties. Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party, unless otherwise expressly stated in this Agreement. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate

legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement, except as specifically set forth herein.

A copy of this Interlocal Agreement shall be filed with the Benton County Auditor or posted on the County's website as provided by RCW 39.34.

ARTICLE III DURATION AND SCOPE OF AGREEMENT

- 3.01 **DURATION.** This Agreement shall be effective when executed by both parties' authorized representatives and shall continue unless terminated in writing by either party.
- 3.02 **SCOPE OF WORK.** This Agreement shall provide for the use of labor, equipment, materials, and/or services of one agency to provide labor, equipment, materials, and/or services for the other agency. The exact scope of each task shall be defined through individual written task orders approved by both agencies as a supplement attached hereto and incorporated herein to this Agreement by reference. Unless otherwise agreed to by Benton, CID shall perform the extraction of any earthen materials obtained from Benton. CID will provide Benton one (1) weeks' advanced notice of the desired extraction date. CID shall also notify Benton of completion within one (1) day of the completion date and report the total cubic yards of any extracted materials within one (1) week of completion.

Neither party are required under this Agreement to provide labor, materials, equipment and/or services to the other party in the event that the party from whom the labor, materials, equipment and/or services are sought does not have the labor, materials, equipment and/or services available, or if it said party determines, in its sole discretion, that providing the requested labor, materials, equipment and/or services would not be in its best interest. No new or separate legal or administrative entity is created by this Agreement.

ARTICLE IV COMPENSATION

- 4.01 **COMPENSATION.** The CID agrees to reimburse Benton for the costs of the work performed by Benton, based on the actual cost of labor; equipment rental; engineering; materials; and/or services provided or the individual quarry rate of all earthen materials extracted calculated per loose yard which shall be disclosed to CID prior to extraction; plus all costs for fringe benefits to labor, including, but not limited to: social security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition thereto, indirect costs shall be added for overhead expenses for accounting, billing, and administrative services at the county's indirect rate used to bill administration. A certified statement of the costs shall be provided within thirty (30) days of service or equipment rental. The amount invoiced shall be paid to the Benton County Public Works Department within thirty (30) days of billing.

Benton hereby agrees to reimburse the CID for the costs of the work performed by the CID, based on the actual cost of labor; equipment rental; engineering; materials; and/or services provided; plus all costs for fringe benefits to labor, including, but not limited to: social security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. In addition, thereto, indirect costs shall be added for overhead expenses for accounting, billing, and administrative services at the CID indirect rate used to bill administration. A certified statement of the costs shall be provided within thirty (30) days of service or equipment rental. The amount invoiced shall be paid to the CID within thirty (30) days of billing.

ARTICLE V PERFORMANCE OF AGREEMENT

- 5.01 **COMPLIANCE WITH ALL LAWS**. Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 5.02 **COMPLIANCE WITH STANDARDS AND SPECIFICATIONS**. All work shall be completed per the standards and specifications of the party owning the respective property. Where applicable, if there is no local standard or specification for the work to be performed, the acting party shall comply with WSDOT standards and specifications. If there is no WSDOT standard or specification, the acting party may complete the work as it would to its own property, and at minimum, to local industry standards.
- 5.03 **MAINTENANCE AND AUDIT OF RECORDS**. Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington law.
- 5.04 **ON-SITE INSPECTIONS**. Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations, and ordinances.
- 5.05 **TREATMENT OF ASSETS AND PROPERTY**. No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- 5.06 **IMPROPER INFLUENCE**. Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will

be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

5.07 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

5.08 **ASSIGNMENT AND SUBCONTRACTING.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties' authorized representatives.

5.09 **NOTICE.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall in writing and shall be given as follows:

To CID:

District Manager
10 E. Kennewick Avenue
Kennewick, WA 99336

and

CID Board of Directors
10 E. Kennewick Avenue
Kennewick, WA 99336

To Benton County:

Public Works Manager
102206 Wiser Parkway
Kennewick, WA 99338

and

Benton County Commissioners
620 Market Street
Prosser, WA 99350

ARTICLE VI INDEMNIFICATION

6.01 **INDEMNIFICATION.** Each party agrees to and shall defend, indemnify, and hold harmless the other party, its appointed and elective officials, officers, agents, and employees, from and against all loss or expense, including, but not limited to judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the party to be indemnified, its elected or appointed officials, officers, agents, or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, when such injury to persons or damage to property is due to the negligence of indemnifying party, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of the party seeking indemnity, its appointed or elected officials, officers, agents, or employees. It is further provided that no liability shall attach to a party by reason of entering into this Agreement, except as expressly provided herein.

CID expressly waives the immunity under Title 51 RCW (Industrial Insurance statutes) and acknowledges that its waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that its promise to indemnify and hold harmless applies to all claims filed by and/or injuries to its own employees.

- 6.02 **SURVIVAL OF INDEMNITY OBLIGATIONS.** The parties agree all indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

ARTICLE VII DISPUTES

- 7.01 **GOVERNING LAW AND VENUE.** In the event of a dispute regarding the enforcement, breach, or interpretation of this Agreement, the CID's District Manager and the Benton County Administrator shall first meet in a good faith attempt to resolve such dispute. In the event they are unable to resolve such dispute, either individually or with the assistance of a mediator, the dispute shall be resolved by arbitration pursuant to RCW 7.04A; with venue being placed in Benton County, Washington; with all parties waiving the right of a jury trial upon de novo appeal, if any.

ARTICLE VIII TERMINATION

- 8.01 **TERMINATION.** The parties agree that upon full execution of this Agreement and approval thereof, the Interlocal Cooperative Agreement between the parties for the purchase of raw materials from Owen's Quarry, Resolution 2022-647 shall be terminated. Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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.

ARTICLE IX GENERAL PROVISIONS

- 9.01 **TIME.** Time is of the essence of this Agreement.
- 9.02 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties' authorized representatives and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence, or omission and shall not constitute a waiver as to any other term or condition, or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

Task assignments, insofar as they are considered changes, modifications, or amendments, shall be exempt from adoption by resolution of Benton's legislative authority,

instead being adopted by signature of Benton County's Public Works Manager, per Item 2.02.

- 9.03 **ASSIGNMENT**. Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 9.04 **SEVERABILITY**. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
- 9.05 **ENTIRE AGREEMENT**. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference will be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 9.06 **SIGNATURES**. 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.

9.07 **FILING**. This Agreement shall be filed pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2023.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Chair

Chair Pro Tem

Commissioner

APPROVED:

COLUMBIA IRRIGATION DISTRICT



Chair



Vice Chair



Member

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

By: 

D9A9300B67BB475...
LeeAnn M. Holt, Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 24, 2023
Subject:	Ratifying Change Order No. 1 & 2 to JRT Mechanical, Inc. for the Benton County Coroner's Autopsy Ventilation Upgrade Project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

On March 28, 2023, the Board of County Commissioners approved Resolution 2023-278 and executed a contract with JRT Mechanical, Inc., Pasco Washington for Benton County Coroner's Autopsy Ventilation Upgrade Project in the amount of \$157,719.00.

Change Order No. 1 is needed to relocate an electrical circuit, junction box, and conduit that are in the way of duct work per the mechanical plans in the amount of \$1,585.00 excluding WSST. Change order #2 is needed to relocate sewer venting in the amount of \$1,599.00 excluding WSST. The contract will be increased by a total amount of \$3,184.00, excluding WSST, for a new contract amount of \$160,903.00 excluding WSST.

The Director of Operations and Capital Programs has reviewed the proposed change orders and the Deputy County Administrator has signed the same. Pursuant to the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) the Board of County Commissioners needs to ratify the Change Orders.

Fiscal Impact

Amount: \$3,184.00

Fund: Capital Projects Funds

Recommendation

Ratify Change Order No. 1 and 2 to JRT Mechanical, Inc. for Benton County Coroner's Autopsy Ventilation Upgrade Project as presented.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING CHANGE ORDER NO. 1 & 2 TO JRT MECHANICAL, INC. CONTRACT FOR BENTON COUNTY CORONER'S AUTOPSY VENTILATION UPGRADE PROJECT

WHEREAS, on March 28, 2023, the Board of County Commissioners approved Resolution 2023-278 and executed a contract with JRT Mechanical, Inc. for Benton County Coroner's Autopsy Ventilation Upgrade Project in the amount of \$157,719.00; and

WHEREAS, Change Order No. 1 is needed to relocate an electrical circuit, junction box, and conduit that are in the way of duct work shown in the mechanical plans in the amount of \$1,585.00 excluding WSST; and

WHEREAS, Change Order No. 2 is needed to relocate sewer venting on the roof in the amount of \$1,599.00 excluding WSST; and

WHEREAS, the Director of Operations and Capital Programs has reviewed the and the Deputy County Administrator has signed Change Order No. 1 & 2; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) requires that the Board of County Commissioners ratify change orders; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order No. 1 & 2, attached hereto, to the contract executed by Resolution 2023-278 with JRT Mechanical, Inc. for the Benton County Coroner's Autopsy Ventilation System Upgrade Project in the amount of \$3,184.00; and

BE IT FURTHER RESOLVED, the total contract amount will increase \$3,184.00, excluding WSST for a new contract amount not to exceed \$160,903.00 excluding WSST.

Dated this 24th day of October 2023.

Chairman

Chairman Pro-Tem

Attest: _____
Clerk of the Board

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



JRT Mechanical Inc
HVAC Service Solutions
2608 W Sylvester St
Pasco, WA 99301

Please Remit all payments to PO Box 1450
Battle Ground, WA, 98604

BILL TO

Benton County Coroner Office
7122 West Okanogan Place #C
Kennewick, WA 99336 USA

ESTIMATE
36871989

ESTIMATE DATE
Oct 11, 2023

JOB ADDRESS

Benton County Coroner Office
7122 West Okanogan Place #C
Kennewick, WA 99336 USA

Project: 32959552

ESTIMATE DETAILS

Electrical Relocation/Change Order 1:

- Unforeseen Junction box for electrical lighting circuit in the way where duct engineered to go per mechanical plans.
- Change order includes relocating electrical circuit/junction box/conduit.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
MAT-003	General Electrical Material -(1) four square box -(3) 3/4in EMT connectors -(3) 3/4in one hole straps -(5ft) 3/4in flex -(3) 3/4in flex connectors to EMT -(1) blank 4 square cover	1.00	\$105.00	\$105.00
PWELEC (1)	At Hourly Rate for an electrician to perform work on a job that requires prevailing wages. -kill circuit -undo what is currently existing (lighting junction box - splice point for 3 conduits) - relocate four square boxes for lighting -test for proper operation	8.00	\$185.00	\$1,480.00

SUB-TOTAL \$1,585.00
302 - KENNEWICK 8.7% \$137.90
TOTAL \$1,722.90

Thank you for the business! We appreciate it.

Warranty

- JRT Mechanical, Inc warrants that all work has been performed in a workmanlike manner and according to best practices.
- New Install: All work, material and equipment supplied by JRT Mechanical will be free from faults and defects for a period of one (1) year from the date of install.
- Repair work: All work, materials and equipment supplied by JRT Mechanical will be free from faults and defects for a period of thirty (30) days from the date of repair.
- Drain Cleaning Work: No Guarantee
- Warranty will be null and void if equipment is not maintained per manufacturer's recommendations.

CUSTOMER AUTHORIZATION

The summary above is furnished by JRT Mechanical Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.(ESTIMATE IS VALID FOR 30 DAYS)

Sign here



Date 10/12/2023

Matt Rasmussen, Benton County Deputy Administrator



JRT Mechanical Inc
HVAC Service Solutions
2608 W Sylvester St
Pasco, WA 99301

Please Remit all payments to PO Box 1450
Battle Ground, WA, 98604

BILL TO

Benton County Coroner Office
7122 West Okanogan Place #C
Kennewick, WA 99336 USA

ESTIMATE
36874302

ESTIMATE DATE
Oct 11, 2023

JOB ADDRESS

Benton County Coroner Office
7122 West Okanogan Place #C
Kennewick, WA 99336 USA

Project: 32959552

ESTIMATE DETAILS

Relocate Sewer Venting for Greenheck Curb Placement - Change Order 2:

The Greenheck unit/curb are engineered to be set at a specific location on the roof per mechanical plans. There is currently a sewer vent located where the curb is to be set and this sewer vent will need to be relocated. This change order includes the removal of the sewer vent, relocation of the sewer vent, and patching/sealing of the roof for this relocation.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
07 PWPLUM	At Hourly Rate for a journeyman and apprentice to perform work on a job that requires prevailing wages. - removal of existing sewer vent -relocation of sewer vent -patching/sealing of roof for this relocation -opening/closing office bathroom ceiling	7.00	\$185.00	\$1,295.00
MAT-004	Plumbing Materials: -(20ft) 2in ABS -(2) ABS 2in 90s -(4) 2in 1P HANGER -(10ft) 3/8in ALLTHREAD -(1) 16x16 ACCESS DOOR -(1) VENT PIPE SEAL GASKET -(1) PERMIT	1.00	\$304.00	\$304.00

SUB-TOTAL	\$1,599.00
302 - KENNEWICK 8.7%	\$139.11
TOTAL	\$1,738.11

Thank you for the business! We appreciate it.

Warranty

- JRT Mechanical, Inc warrants that all work has been performed in a workmanlike manner and according to best practices.
- New Install: All work, material and equipment supplied by JRT Mechanical will be free from faults and defects for a period of one (1) year from the date of install.
- Repair work: All work, materials and equipment supplied by JRT Mechanical will be free from faults and defects for a period of thirty (30) days from the date of repair.
- Drain Cleaning Work: No Guarantee
- Warranty will be null and void if equipment is not maintained per manufacturer's recommendations.

CUSTOMER AUTHORIZATION

The summary above is furnished by JRT Mechanical Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.(ESTIMATE IS VALID FOR 30 DAYS)

Sign here



Date 10/12/2023

Matt Rasmussen, Benton County Deputy Administrator

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 24, 2023
Subject:	Accepting work performed by Brutzmans Office Solutions for the Installation of the High Density Storage in the Adminstation Building
Presenter:	
Prepared By:	P. Schut
Reviewed By:	Purchasing
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

The County entered a contract with Brutzmans Office Solutions to install a high densisty storage system in the basement of the Administration Building on June 14, 2022 (Res. 2022-406). Brutzmans Office Solutions has completed all work required under the Contract. The project has been examined by the Construction Manager and has been found to comply with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Construction Manager recommends that the Board formally accept Brutzmans Office Solution's work and the project as complete and authorize the release of their retainage.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY BRUTZMANS OFFICE SOLUTIONS UNDER THE CONTRACT FOR THE INSTALLATION OF A NEW HIGH DENSITY STORAGE SYSTEM IN THE ADMINISTRATION BUILDING

WHEREAS, on June 22, 2022, the Board of County Commissioners entered into a contract with Brutzmans Office Solutions of Richland, Washington (Resolution 2022-406) to install a new high density storage system in the basement of Administration Building; and

WHEREAS, the contractor has completed all work required under their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received, and all closeout paperwork is in order; and

WHEREAS, this project has been examined by the Construction Manager and has been found to comply with the applicable project specifications and drawings; and

WHEREAS, the Construction Manager recommends that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Construction Manager's recommendation and hereby accepts the work performed by Brutzmans Office Solutions under the contract for the installation of new high density storage system as being completed in conformance with the contract documents.

Dated this 24th day of October 2023.

Chairman

Chairman Pro-Tem

Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
PO Box 44274 Olympia, Washington 98504-4274

October 10, 2023

BENTON COUNTY
PO BOX 470
PROSSER WA 99350

CERTIFICATE TO RELEASE L&I'S HOLD ON RETAINAGE

The Washington State Department of Labor & Industries is granting approval to release our hold on the retained amount for **HIGH DENSITY FILE STORAGE, Contract 2022-406, Affidavit 1202075** to the following contractor:

BRUTZMAN'S, INC.

303,649-00

034 005 210

We have determined that all workers' compensation premiums, increases, and penalties for this contractor have been paid in full or are readily collectible without recourse to the retained funds, per chapter 60.28 RCW.

The contractor may still be liable for payment if we later determine they owe additional premiums related to this contract or other activities.

Before final payment can be made to the contractor, you will also need to receive releases from the Departments of Revenue and Employment Security Department in addition to ensuring:

- All liens against retainage have been satisfied
- All *Affidavit of Wages Paid* forms have been filed

Thank you,

Elsa McDonnell
Contract Release Specialist
(360)902-6558
MCDP235@LNI.WA.GOV

cc: BRUTZMAN'S, INC.
PO BOX 6044
KENNEWICK WA 99336



Employment Security Department

WASHINGTON STATE

June 22, 2023

ESD# 000295509004

UBI# 034005210000

Brutzman's, Inc.
7122 W Okanogan Place
Kennewick, WA-99336

BENTON COUNTY

Employment Security Department hereby certifies those contributions, penalties and interest due from the above named contractor under the Employment Security Act have been paid in full or provided for with respect to the following public works contract:

Description High Density File Storage
Contract number 2022-406

The Employment Security Department hereby certifies that it has no claim pursuant to RCW 50.24.130 against the public body named above for tax attributable to service performed for said public body by the above named contractor on the above described contract. The Employment Security Department releases its lien on the retained percentage which is provided by RCW 60.28.040 for contributions, penalties and interest due from said contractor.

This certificate does not release said contractor from liability for additional contributions, penalties and interest which may be later determined to be due with respect to the above mentioned contract.

If we may be of further assistance, please call (360) 890-3499 or email publicworks@esd.wa.gov

EMPLOYMENT SECURITY DEPARTMENT



STATE OF WASHINGTON
DEPARTMENT OF REVENUE

BENTON COUNTY
C/O PAUL SCHUT
PO BOX 470
PROSSER WA 99350-0470

September 25, 2023
Letter ID: L0024442086
UBI: 034-005-210
Account ID: 034-005-210
Account Type: Excise Tax
Audit ID: A73025
Audit Period: 06/01/22 - 03/31/23

We hereby certify that taxes, increases and penalties due or to become due from the contractor listed below under Chapter 180, Laws of 1935, as amended, with respect to the following public works contract:

BRUTZMAN'S REPROGRAPHICS, INC.

Public Agency: BENTON COUNTY

Project Name: High Density File Storage

Contract Number: 2022-406

Description of Work: Design, order and install a high density storage shelving system for files/documents

has been paid in full, or is in the Department's opinion readily collectible without recourse to the state's lien on the retained percentage.

This certificate is issued pursuant to the provision of Chapter 60.28 Revised Code of Washington for the sole purpose of informing the state, county, or municipal officer charged with the duty of disbursing or authorizing the payment of public funds to said contractor that the Department of Revenue hereby releases the state's lien on the retained percentage provided by this Chapter for excise taxes due from said contractor.

This certificate does not release said contractor from liability for additional tax that may be later determined to be due with respect to the above-mentioned contract or other activities.

Dated September 25, 2023 at Olympia, Washington,

State of Washington
Department of Revenue

Certifying Officer

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 24, 2023
Subject:	Award and Execution of Personal Service Contracts for Auto Body Repair on Fleet Vehicles
Presenter:	N/A
Prepared By:	D. Hope
Reviewed By:	Procurement
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

There is a need to have auto body repair services on fleet vehicles managed by ER&R. Request for Qualifications were solicited, and four (4) proposals were received from the following vendors:

- Nolan's Collision, LLC
- Mel's Inter-City Collision, Inc.
- FNS Collision Group, Inc.
- Bobs Auto Body, LLC

The evaluation team evaluated the RFQ's and the top three (3) scoring vendors were selected to create a roster of services. The Fleet Manager recommends entering into contracts with Nolan's Collision, LLC, Mel's Inter-City Collision, Inc., and FNS Collision Group, Inc.

Service contracts have been prepared with Nolan's Collision, LLC, Mel's Inter-City Collision, Inc., and FNS Collision Group, Inc. and have been reviewed and approved by our departmental Deputy Prosecuting Attorney from the Civil Division and have been signed by the vendors.

Fiscal Impact

Amount: \$150,000.00 excluding WSST

Fund: ER&R Fund
The ER&R Fund will be reimbursed by the repaired vehicle's office or department.

Recommendation

The Fleet Superintendent recommends entering into the service contract with Nolan's Collision, LLC, Mel's Inter-City Collision, Inc., and FNS Collision Group, Inc. for "as-needed" auto body repair on fleet motor vehicles expiring on October 31, 2024 in an amount not to exceed \$150,000.00 excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING AND EXECUTING PERSONAL SERVICE CONTRACTs TO NOLAN'S COLLISION, LLC, MEL'S INTER-CITY COLLISION, INC., AND FNS COLLISION GROUP, INC. FOR "AS NEEDED" AUTOMOBILE BODY REPAIR ON BENTON COUNTY FLEET MOTOR VEHICLES

WHEREAS, during the year Benton County is in need of auto body repair service on fleet vehicles; and

WHEREAS, Request for Qualifications were solicited and four (4) proposals were received from the following vendors:

- Nolan's Collision, LLC
- Mel's Inter-City Collision, Inc.
- FNS Collision Group, Inc.
- Bobs Auto Body, LLC

WHEREAS, the evaluation team evaluated the RFQ's and the top three (3) scoring vendors were selected to create a roster of services; and

WHEREAS, the Fleet Superintendent recommends entering into a personal services contract with Nolan's Collision, LLC, Mel's Inter-City Collision, Inc., and FNS Collision Group, Inc. for "as needed" automobile body repair on Benton County fleet motor vehicles; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contracts and the contracts have been signed by Nolan's Collision, LLC, Mel's Inter-City Collision, Inc., and FNS Collision Group, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Fleet Managers recommendation and awards the attached personal services contract to Nolan's Collision, LLC, Mel's Inter-City Collision, Inc., and FNS Collision Group, Inc. for "as needed" automobile body repair on Benton County fleet motor vehicles in an amount not to exceed \$150,000.00; and

BE IT FURTHER RESOLVED, the Board is authorized to sign said personal service contracts which shall commence on this date and shall expire October 31, 2024.

Dated this 24th day of October 2023.

Chairman

Chairman Pro-Tem

Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**BENTON COUNTY
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 (hereinafter "COUNTY"), and **FNS COLLISION GROUP, INC. dba FNS COLLISION**, a corporation organized under the laws of the State of Washington with its principal offices at 310 W. Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit A - Request for Proposals; and
Exhibit B - Contractor Proposal.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide "as needed" automobile body repair for Benton County fleet motor vehicles and equipment in accordance with Exhibit A "Request for Proposals" and Exhibit B "Contractor Proposal" which are attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Tony Gomez
Address: 310 W. Columbia Drive
Kennewick, WA 99336
Phone: (509) 586-4511
Email: tony.g@frankandsonsab.com

b. For COUNTY:

Name: Michael McGhan, Fleet Manager
Address: 102808 Wiser Parkway
Kennewick, WA 99336
Phone: (509) 786-5611
Email: fleet@co.benton.wa.us

5. COMPENSATION

- a. Service Rates and Parts/Equipment Cost: Rates and costs will be determined at the time services are needed in a form of a written quote that will be submitted to the COUNTY prior to commencement of work on a particular vehicle or equipment.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed fifty thousand dollars (\$50,000.00), excluding W.S.S.T.
- c. The COUNTY does not guarantee any amount of work under this contract. The COUNTY reserves the right to contract with

other vendors to perform the same or similar services provided under this contract.

- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the 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.
- h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

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

- d. **Garage Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garage Liability Insurance in the amount of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- e. **Garagekeepers Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garagekeepers Liability Insurance with Direct Primary coverage in the amount that the CONTRACTOR deems appropriate to cover the CONTRACTOR'S exposure for all vehicles in the CONTRACTOR'S care for repair, service or installing equipment.
- f. **On-Hook Towing Coverage:** The CONTRACTOR shall maintain, during the life of the Contract, On-Hook Towing coverage in the amount of at least \$50,000 to cover the cost to replace or repair any damages that results from the CONTRACTOR's towing or hauling of customer's vehicles.
- g. **Other Insurance Provisions:**
 - 1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 - 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
 - 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. The CONTRACTOR shall include all subcontractors as

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

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect 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.

h. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be

reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. E, Kennewick, WA 99336.

9. TERMINATION

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

Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as

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

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and

against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

22. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors,

administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 18); inspection and keeping of records and books (Section 15); litigation hold notice

(Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

29. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this contract, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

- a. No patrol cars that are left in custody of CONTRACTOR shall contain firearms or ammunition of any sort - representatives of COUNTY have responsibility to ensure that firearms and ammunition are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify COUNTY if it discovers any firearms or ammunition within one of its cars while work is being done;
- b. The CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;
- c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be active, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;
- d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify COUNTY at (509) 539-4769 (Michael McGhan) and ensuring contact and notification is made;
- e. The CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purpose of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract or to test drive the vehicle to verify repairs;
- f. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of use or misuse of any patrol car while it is legally in CONTRACTOR'S custody.

30. Signatures in Counterpart.

By signing below, the Parties consent to conduct this transaction

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

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

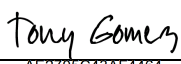
Dated: _____

Dated: 10/11/2023

FOR: BENTON COUNTY

**FOR: FNS COLLISION GROUP,
INC. DBA FNS COLLISION**

Will McKay, Chairman

DocuSigned by:


Signature

Approved as to Form

Fixed Operations Manager

DocuSigned by:

Title:



D9A9308B67BB475
LeeAnn Holt, Civil Deputy
Prosecuting Attorney

Tony Gomez

Print Name



EXHIBIT A

Request for Proposals As needed Autobody Repair Services

Benton County is issuing this Request for Proposals (RFP) to obtain proposals from qualified vendors for as needed autobody repair services. The County currently has over 300 vehicles in their fleet. The County intends to enter into multiple contracts with different vendors to create a roster of services. This agreement will be for a one-year period. At the option of the County, the agreements may be extended for an additional one-year period.

The County is issuing this RFP to obtain proposals from qualified vendors for autobody repair services on an as needed basis. There is no guarantee of the amount of work given. The selected vendors will provide autobody repair and painting of County Fleet vehicles. All work will be performed at the proposer's shop unless otherwise agreed to in writing by the County.

WORK REQUIREMENTS

1. Location

Proposer must have a facility located within 25 miles of the County Shop located at 102808 E. Wisner Parkway, Kennewick, WA 99338. Any repairs authorized by the Fleet Manager will need to be completed at vendors facility. If vendor needs to transport vehicle to another location for repairs, prior written authorization will need to be obtained from the County's Fleet Manager.

2. Secure locked storage facility

The vendor must have a secure facility to store County Fleet vehicles in their possession that includes locked fencing, and a locked secured location for all keys. When the vendor is not actively working on vehicles, the vehicles will be fully locked, and if applicable anti-theft systems activated. The vendor understands that in order to accomplish the work required the vendor will have to take temporary custody of marked law enforcement patrol cars for periods of time. The vendor shall not permit any subcontractors to have access to patrol vehicles without first obtaining written permission from the Fleet Manager.

3. Body Repair and Painting

The vendor will provide auto body repair and painting services for vehicles and equipment, to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement including windshields, painting all or portions of vehicle bodies, and other repair services. Bent parts are to

be straightened and reinforced or replaced if necessary, all paint work will be to industry standards.

4. General Shop Requirements

The vendor's body shop will meet the following minimum requirements:

- a) Be able to perform complete body repairs, as well as paint vehicles and equipment
- b) Maintain a paint booth that is in legal compliance with all applicable laws.
- c) Possess a MIG and TIG welder or other electric spot-welding equipment for body welding. Gas welding is not acceptable. The vendor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.
- d) Be available during normal business hours Monday through Friday, 8:00 a.m. to 5:00 p.m.

5. Estimate Process Requirements

The proposer will provide estimates for body repair and painting on an as needed basis as requested by the County Fleet Manager. Estimates will include:

- a) Make, model and mileage of vehicle
- b) License plate number
- c) County Fleet Number
- d) Itemized list of description of work to be performed
- e) Estimated number of labor hours of task
- f) Itemized list of parts and paint materials costs
- g) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly
- h) Total repair estimate including Washington State Sales Tax
- i) Approximate schedule to complete the repairs after receiving a notice to proceed
- j) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall provide the name and version of the guide or software used.

Prior to any repair, the County will review the estimate and confirm that the estimate includes an accurate description of vehicle condition. All repair estimates must be approved by the County Fleet Manager in writing and in advance of work being performed. The County does not guarantee approval for work on every estimate. The County reserves the right to solicit multiple quotes for repairs.

6. Parts

The parts used to provide automotive body repairs will be new unused OEM, remanufactured OEM, (or aftermarket parts as specified), materials and labor. Remanufactured or used parts may only be used if new OEM or remanufactured OEM parts are not available.

7. Alignment

Proposer agrees to perform realignment of all vehicles when needed. This shall be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. A printout of the readings after alignment will be included in each repair order. Proposer will ensure personnel or sub-contractor are qualified to perform alignment work.

8. **Framework**

Proposer agrees to perform frame straightening of all vehicles when needed and when approved by the Fleet Manager. Proposer will ensure personnel or sub-contractor are qualified to perform all framework.

9. **Airbag Components**

All airbag components shall be replaced with NEW O.E.M. parts when the decision has been made by the Fleet Manager to replace the components.

10. **Major Repairs**

If metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

11. **Painting Process Requirements**

The paint process will consist of current industry standards and will match factory paint color to the best of your ability.

12. **Acceptable Paint Manufacturers**

All paints used will be from a qualified and reputable paint manufacturer, such as, but not limited to: Diamont, Dupont, Duramix, Kuston Shop, PPG and Sherwin-Williams. Proposers shall provide the name of the paint manufacturer uses in each estimate.

Evaluation Criteria

The following criteria will be used to score each submittal.

Location of facility for repairs	pass or fail
Ability to adequately secure County vehicles and keys.	pass or fail
General Shop requirements needed to complete repairs & Estimates	5 points
Experience, certifications and training of staff to do repairs	5 points
Past experience with the County	5 points
References	5 points
Cost per hour rates to perform work estimated	10 points
Total	30 points

Scoring and Selection

Each response to the RFQ will be evaluated on the above criteria. The top scoring firms up to three (3) may be selected and may be awarded a contract creating a rotational roster for services.

The evaluation team will consist of not less than three (3) County employees who have direct knowledge of the work to be performed and who will be directly impacted by the services provided under the agreement. The average of the scores from each member of the evaluation team will be used to determine the selected firms. Scoring is based on the most qualified firms to provide the indicated services.

Response Submittal

All proposal forms should be filled out completely with no blank questions. If a question does not apply, please put N/A for the response. Additional pages will not be accepted unless specifically allowed in the proposal. Proposal forms and attachments shall be submitted electronically in PDF format to Benton County Procurement Department by email to procurement@co.benton.wa.us. Reference “**RFP-2023 As Needed Auto Body Repair**” in the subject line. Responses are due not later than **3:00 PM on Friday July 28, 2023**. Submittals received after that time and date will not be considered.

Attachments

1. Attachment A – Proposal Form
2. Attachment B – Sample Benton County Personal Services Contract

Americans with Disabilities Act (ADA) Information

Benton County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA) commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing procurement@co.benton.wa.us or by calling (509)783-1310 or (509) 736-2704.

Title VI Statement

Benton County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Questions

All questions may be directed to Danica Hope, at the address above, by phone at (509) 783-1310 x5665 or via email at procurement@co.benton.wa.us.

Attachment A
Proposal Form

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the County. Location shall be within 25 miles of the County Shop.

2. What procedures and facilities do you have in place to adequately secure County vehicles and keys.

3. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

4. Does your shop meet the general shop requirements listed in section 4. ☐ Yes ☐ No

5. List of references from governmental or large businesses you have provided similar services to.

6. What estimating software do you use?

The undersigned shall, if awarded this contract, furnish to the County, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair Labor	Cost Per Hour	
Painting Labor	Cost Per Hour	
Sandblasting Labor	Cost Per Hour	
Framework labor	Cost Per Hour	
Materials (cost plus markup)	Mark up percentage	

Parts (cost plus markup)

Mark up percentage _____

Receipt of Addendum if issued. (initial)

#1_____ #2_____ #3_____ #4_____

***** PROPOSAL MUST BE SIGNED BELOW *****

Signature of Proposer _____

Typed/Printed Name and Title _____

Company Name _____

Address _____

Telephone _____ Email _____

Federal Tax ID No. _____

ATTACHMENT B

BENTON COUNTY 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 (hereinafter "COUNTY"), and <<NAME>>, a corporation organized under the laws of the State of Washington with its principal offices at <<address>> (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - <<Scope of Work>>; and
- b. Exhibit B - <<<Fees>>>.

2. DURATION OF CONTRACT

The term of this Contract shall begin on <<insert [date] or [the last date signed]>> and shall expire on <<insert date>>. 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 <<insert description of the scope of work>>. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "<<Scope of Work>>", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this

Contract according to standard industry practice.

- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Name: <<Name>>
Address: <<Street>>
<<City, State, Zip Code>>
Phone: <<Phone>>
Email: <<E-mail>>

- b. For COUNTY:

Name: <<Name>>
Address: <<Street>>
<<City, State, Zip Code>>
Phone: <<Phone>>
Email: <<E-mail>>

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid <<insert [at the rates set forth in Exhibit B, "<<Fees>>", which is attached hereto and incorporated herein by reference] or [a flat fee of <<Dollar Amount>> (\$_____), including W.S.S.T., in accordance with Exhibit B, "<<Fees>>", which is attached hereto and incorporated herein by reference]>>.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed <<Dollar Amount>> (\$_____), including W.S.S.T.

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

life of the Contract, Garage Liability Insurance in the amount of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

- e. **Garagekeepers Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garagekeepers Liability Insurance with Direct Primary coverage in the amount that the CONTRACTOR deems appropriate to cover the CONTRACTOR'S exposure for all vehicles in the CONTRACTOR'S care for repair, service or installing equipment.
- f. **On-Hook Towing Coverage:** The CONTRACTOR shall maintain, during the life of the Contract, On-Hook Towing coverage in the amount of at least \$50,000 to cover the cost to replace or repair any damages that results from the CONTRACTOR'S towing or hauling of customer's vehicles.
- g. **Other Insurance Provisions:**
 - 1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 - 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
 - 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate

certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
 7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
 8. CONTRACTOR hereby agrees to waive subrogation with respect 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.
- h. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk

Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in

this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the

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

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor

written notice if Contractor becomes Debarred during the term of this Contract.

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 18); inspection and keeping of records and books (Section 15); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

29. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this contract, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

- a. No patrol cars that are left in custody of CONTRACTOR shall contain firearms or ammunition of any sort - representatives of COUNTY have responsibility to ensure that firearms and ammunition

are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify COUNTY if it discovers any firearms or ammunition within one of its cars while work is being done;

b. The CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;

c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be active, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;

d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify COUNTY at 509-531-8729 (Matt Clark) and 509-539-4769 (Michael McGhan) and ensuring contact and notification is made;

e. The CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purpose of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract or to test drive the vehicle to verify repairs;

30. Signatures in Counterpart.

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

- This section 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 the last date signed.

Dated: _____

Dated: _____

FOR: BENTON COUNTY

FOR: << CONTRACTOR >>

Chairman

Signature

Member

Title:

Member

Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

EXHIBIT B

Attachment A
Proposal Form

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the County. Location shall be within 25 miles of the County Shop.

310 W Columbia Dr.
Kennewick WA 99336

2. What procedures and facilities do you have in place to adequately secure County vehicles and keys.

- Keys are locked inside building
- Bulpen is locked and secured

3. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

5 Techs
ICAR Certs
ASE
AXALTA

4. Does your shop meet the general shop requirements listed in section 4. ☒ Yes ☐ No

5. List of references from governmental or large businesses you have provided similar services to.

STEVE LAUDENSLAGER 509-948-7276 - CITY OF KENNEWICK
DALE MULLFORD 509-942-7537 - CITY OF RICHLAND

6. What estimating software do you use?

CCC1

The undersigned shall, if awarded this contract, furnish to the County, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair Labor	Cost Per Hour	<u>65</u>
Painting Labor	Cost Per Hour	<u>65</u>
Sandblasting Labor	Cost Per Hour	<u>65</u>
Framework labor	Cost Per Hour	<u>75</u>
Materials (cost plus markup)	Mark up percentage	<u>45</u>

Parts (cost plus markup)

Mark up percentage 30%

Receipt of Addendum if issued. (initial)

#1 _____ #2 _____ #3 _____ #4 _____

*** PROPOSAL MUST BE SIGNED BELOW ***

Signature of Proposer Tony Gomez

Typed/Printed Name and Title Tony Gomez / Fixed OPERATIONS MGR.

Company Name FNS Collision

Address 310 W Columbia Dr
Kennewick, WA 99336

Telephone 509-586-4511 Email Tony.G@FRANKANDSONSAB.COM

Federal Tax ID No. 91-0926165

**BENTON COUNTY
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 (hereinafter "COUNTY"), and **MEL'S INTER-CITY COLLISION, INC., also dba MEL'S INTER-CITY TOWING**, a corporation organized under the laws of the State of Washington with its principal offices at 520 W. Deschutes Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit A - Request for Proposals; and
Exhibit B - Contractor Proposal.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide "as needed" automobile body repair for Benton County fleet motor vehicles and equipment in accordance with Exhibit A "Request for Proposals" and Exhibit B "Contractor Proposal" which are attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this

Contract according to standard industry practice.

- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Mel Eayrs
Address: 520 W. Deschutes Ave.
Kennewick, WA 99336
Phone: (509) 586-8257
Email: info@melsintercity.com

b. For COUNTY:

Name: Michael McGhan, Fleet Manager
Address: 102808 Wiser Parkway
Kennewick, WA 99336
Phone: (509) 786-5611
Email: fleet@co.benton.wa.us

5. COMPENSATION

- a. Service Rates and Parts/Equipment Cost: Rates and costs will be determined at the time services are needed in a form of a written quote that will be submitted to the COUNTY prior to commencement of work on a particular vehicle or equipment.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed fifty thousand dollars (\$50,000.00), excluding W.S.S.T.
- c. The COUNTY does not guarantee any amount of work under this contract. The COUNTY reserves the right to contract with other vendors to perform the same or similar services provided

under this contract.

- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the 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.
- h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

- d. **Garage Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garage Liability Insurance in the amount of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- e. **Garagekeepers Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garagekeepers Liability Insurance with Direct Primary coverage in the amount that the CONTRACTOR deems appropriate to cover the CONTRACTOR'S exposure for all vehicles in the CONTRACTOR'S care for repair, service or installing equipment.
- f. **On-Hook Towing Coverage:** The CONTRACTOR shall maintain, during the life of the Contract, On-Hook Towing coverage in the amount of at least \$50,000 to cover the cost to replace or repair any damages that results from the CONTRACTOR'S towing or hauling of customer's vehicles.
- g. **Other Insurance Provisions:**
 - 1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 - 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
 - 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate

certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect 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.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk

Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. E, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in

this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the

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

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor

written notice if Contractor becomes Debarred during the term of this Contract.

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 18); inspection and keeping of records and books (Section 15); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

29. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this contract, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

- a. No patrol cars that are left in custody of CONTRACTOR shall contain firearms or ammunition of any sort - representatives of COUNTY have responsibility to ensure that firearms and

ammunition are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify COUNTY if it discovers any firearms or ammunition within one of its cars while work is being done;

- b. The CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;
- c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be active, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;
- d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify COUNTY at (509) 539-4769 (Michael McGhan) and ensuring contact and notification is made;
- e. The CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purpose of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract or to test drive the vehicle to verify repairs;
- f. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of use or misuse of any patrol car while it is legally in CONTRACTOR'S custody.

30. Signatures in Counterpart.

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

shall have the same force and effect as the original.

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

Dated: _____

Dated: 10/9/2023

FOR: BENTON COUNTY

**FOR: MEL'S INTER-CITY
COLLISION, INC. DBA MEL'S
INTER-CITY TOWING**

Will McKay, Chairman

DocuSigned by:

Mel Eayrs

1B667E98F7604B8...
Signature

Approved as to Form

President

DocuSigned by:

LeeAnn Holt

Title:

Mel Eayrs

D9A9308B67B5475
LeeAnn Holt, Civil Deputy
Prosecuting Attorney

Print Name



EXHIBIT A

Request for Proposals As needed Autobody Repair Services

Benton County is issuing this Request for Proposals (RFP) to obtain proposals from qualified vendors for as needed autobody repair services. The County currently has over 300 vehicles in their fleet. The County intends to enter into multiple contracts with different vendors to create a roster of services. This agreement will be for a one-year period. At the option of the County, the agreements may be extended for an additional one-year period.

The County is issuing this RFP to obtain proposals from qualified vendors for autobody repair services on an as needed basis. There is no guarantee of the amount of work given. The selected vendors will provide autobody repair and painting of County Fleet vehicles. All work will be performed at the proposer's shop unless otherwise agreed to in writing by the County.

WORK REQUIREMENTS

1. Location

Proposer must have a facility located within 25 miles of the County Shop located at 102808 E. Wisner Parkway, Kennewick, WA 99338. Any repairs authorized by the Fleet Manager will need to be completed at vendors facility. If vendor needs to transport vehicle to another location for repairs, prior written authorization will need to be obtained from the County's Fleet Manager.

2. Secure locked storage facility

The vendor must have a secure facility to store County Fleet vehicles in their possession that includes locked fencing, and a locked secured location for all keys. When the vendor is not actively working on vehicles, the vehicles will be fully locked, and if applicable anti-theft systems activated. The vendor understands that in order to accomplish the work required the vendor will have to take temporary custody of marked law enforcement patrol cars for periods of time. The vendor shall not permit any subcontractors to have access to patrol vehicles without first obtaining written permission from the Fleet Manager.

3. Body Repair and Painting

The vendor will provide auto body repair and painting services for vehicles and equipment, to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement including windshields, painting all or portions of vehicle bodies, and other repair services. Bent parts are to

be straightened and reinforced or replaced if necessary, all paint work will be to industry standards.

4. General Shop Requirements

The vendor's body shop will meet the following minimum requirements:

- a) Be able to perform complete body repairs, as well as paint vehicles and equipment
- b) Maintain a paint booth that is in legal compliance with all applicable laws.
- c) Possess a MIG and TIG welder or other electric spot-welding equipment for body welding. Gas welding is not acceptable. The vendor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.
- d) Be available during normal business hours Monday through Friday, 8:00 a.m. to 5:00 p.m.

5. Estimate Process Requirements

The proposer will provide estimates for body repair and painting on an as needed basis as requested by the County Fleet Manager. Estimates will include:

- a) Make, model and mileage of vehicle
- b) License plate number
- c) County Fleet Number
- d) Itemized list of description of work to be performed
- e) Estimated number of labor hours of task
- f) Itemized list of parts and paint materials costs
- g) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly
- h) Total repair estimate including Washington State Sales Tax
- i) Approximate schedule to complete the repairs after receiving a notice to proceed
- j) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall provide the name and version of the guide or software used.

Prior to any repair, the County will review the estimate and confirm that the estimate includes an accurate description of vehicle condition. All repair estimates must be approved by the County Fleet Manager in writing and in advance of work being performed. The County does not guarantee approval for work on every estimate. The County reserves the right to solicit multiple quotes for repairs.

6. Parts

The parts used to provide automotive body repairs will be new unused OEM, remanufactured OEM, (or aftermarket parts as specified), materials and labor. Remanufactured or used parts may only be used if new OEM or remanufactured OEM parts are not available.

7. Alignment

Proposer agrees to perform realignment of all vehicles when needed. This shall be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. A printout of the readings after alignment will be included in each repair order. Proposer will ensure personnel or sub-contractor are qualified to perform alignment work.

8. **Framework**

Proposer agrees to perform frame straightening of all vehicles when needed and when approved by the Fleet Manager. Proposer will ensure personnel or sub-contractor are qualified to perform all framework.

9. **Airbag Components**

All airbag components shall be replaced with NEW O.E.M. parts when the decision has been made by the Fleet Manager to replace the components.

10. **Major Repairs**

If metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

11. **Painting Process Requirements**

The paint process will consist of current industry standards and will match factory paint color to the best of your ability.

12. **Acceptable Paint Manufacturers**

All paints used will be from a qualified and reputable paint manufacturer, such as, but not limited to: Diamont, Dupont, Duramix, Kuston Shop, PPG and Sherwin-Williams. Proposers shall provide the name of the paint manufacturer uses in each estimate.

Evaluation Criteria

The following criteria will be used to score each submittal.

Location of facility for repairs	pass or fail
Ability to adequately secure County vehicles and keys.	pass or fail
General Shop requirements needed to complete repairs & Estimates	5 points
Experience, certifications and training of staff to do repairs	5 points
Past experience with the County	5 points
References	5 points
Cost per hour rates to perform work estimated	10 points
Total	30 points

Scoring and Selection

Each response to the RFQ will be evaluated on the above criteria. The top scoring firms up to three (3) may be selected and may be awarded a contract creating a rotational roster for services.

The evaluation team will consist of not less than three (3) County employees who have direct knowledge of the work to be performed and who will be directly impacted by the services provided under the agreement. The average of the scores from each member of the evaluation team will be used to determine the selected firms. Scoring is based on the most qualified firms to provide the indicated services.

Response Submittal

All proposal forms should be filled out completely with no blank questions. If a question does not apply, please put N/A for the response. Additional pages will not be accepted unless specifically allowed in the proposal. Proposal forms and attachments shall be submitted electronically in PDF format to Benton County Procurement Department by email to procurement@co.benton.wa.us. Reference “**RFP-2023 As Needed Auto Body Repair**” in the subject line. Responses are due not later than **3:00 PM on Friday July 28, 2023**. Submittals received after that time and date will not be considered.

Attachments

1. Attachment A – Proposal Form
2. Attachment B – Sample Benton County Personal Services Contract

Americans with Disabilities Act (ADA) Information

Benton County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA) commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing procurement@co.benton.wa.us or by calling (509)783-1310 or (509) 736-2704.

Title VI Statement

Benton County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Questions

All questions may be directed to Danica Hope, at the address above, by phone at (509) 783-1310 x5665 or via email at procurement@co.benton.wa.us.

Attachment A
Proposal Form

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the County. Location shall be within 25 miles of the County Shop.

2. What procedures and facilities do you have in place to adequately secure County vehicles and keys.

3. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

4. Does your shop meet the general shop requirements listed in section 4. ☐ Yes ☐ No

5. List of references from governmental or large businesses you have provided similar services to.

6. What estimating software do you use?

The undersigned shall, if awarded this contract, furnish to the County, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair Labor	Cost Per Hour	
Painting Labor	Cost Per Hour	
Sandblasting Labor	Cost Per Hour	
Framework labor	Cost Per Hour	
Materials (cost plus markup)	Mark up percentage	

Parts (cost plus markup) Mark up percentage _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

***** PROPOSAL MUST BE SINGED BELOW *****

Signature of Proposer _____

Typed/Printed Name and Title _____

Company Name _____

Address _____

Telephone _____ Email _____

Federal Tax ID No. _____

ATTACHMENT B

BENTON COUNTY 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 (hereinafter "COUNTY"), and <<NAME>>, a corporation organized under the laws of the State of Washington with its principal offices at <<address>> (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - <<Scope of Work>>; and
- b. Exhibit B - <<<Fees>>>.

2. DURATION OF CONTRACT

The term of this Contract shall begin on <<insert [date] or [the last date signed]>> and shall expire on <<insert date>>. 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 <<insert description of the scope of work>>. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "<<Scope of Work>>", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this

Contract according to standard industry practice.

- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Name: <<Name>>
Address: <<Street>>
<<City, State, Zip Code>>
Phone: <<Phone>>
Email: <<E-mail>>

- b. For COUNTY:

Name: <<Name>>
Address: <<Street>>
<<City, State, Zip Code>>
Phone: <<Phone>>
Email: <<E-mail>>

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid <<insert [at the rates set forth in Exhibit B, "<<Fees>>", which is attached hereto and incorporated herein by reference] or [a flat fee of <<Dollar Amount>> (\$_____), including W.S.S.T., in accordance with Exhibit B, "<<Fees>>", which is attached hereto and incorporated herein by reference]>>.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed <<Dollar Amount>> (\$_____), including W.S.S.T.

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are

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

8. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

life of the Contract, Garage Liability Insurance in the amount of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

- e. **Garagekeepers Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garagekeepers Liability Insurance with Direct Primary coverage in the amount that the CONTRACTOR deems appropriate to cover the CONTRACTOR'S exposure for all vehicles in the CONTRACTOR'S care for repair, service or installing equipment.
- f. **On-Hook Towing Coverage:** The CONTRACTOR shall maintain, during the life of the Contract, On-Hook Towing coverage in the amount of at least \$50,000 to cover the cost to replace or repair any damages that results from the CONTRACTOR'S towing or hauling of customer's vehicles.
- g. **Other Insurance Provisions:**
 - 1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 - 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
 - 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate

certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
 7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
 8. CONTRACTOR hereby agrees to waive subrogation with respect 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.
- h. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk

Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in

this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the

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

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor

written notice if Contractor becomes Debarred during the term of this Contract.

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 18); inspection and keeping of records and books (Section 15); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

29. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this contract, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

a. No patrol cars that are left in custody of CONTRACTOR shall contain firearms or ammunition of any sort - representatives of COUNTY have responsibility to ensure that firearms and ammunition

are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify COUNTY if it discovers any firearms or ammunition within one of its cars while work is being done;

b. The CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;

c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be active, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;

d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify COUNTY at 509-531-8729 (Matt Clark) and 509-539-4769 (Michael McGhan) and ensuring contact and notification is made;

e. The CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purpose of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract or to test drive the vehicle to verify repairs;

30. Signatures in Counterpart.

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

- This section 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 the last date signed.

Dated: _____

Dated: _____

FOR: BENTON COUNTY

FOR: << CONTRACTOR >>

Chairman

Signature

Member

Title:

Member

Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

EXHIBIT B

Request for Proposals

As needed Autobody Repair Services

Benton County is issuing this Request for Proposals (RFP) to obtain proposals from qualified vendors for as needed autobody repair services. The County currently has over 300 vehicles in their fleet. The County intends to enter into multiple contracts with different vendors to create a roster of services. This agreement will be for a one-year period. At the option of the County, the agreements may be extended for an additional one-year period.

The County is issuing this RFP to obtain proposals from qualified vendors for autobody repair services on an as needed basis. There is no guarantee of the amount of work given. The selected vendors will provide autobody repair and painting of County Fleet vehicles. All work will be performed at the proposer's shop unless otherwise agreed to in writing by the County.

WORK REQUIREMENTS

1. Location

Proposer must have a facility located within 25 miles of the County Shop located at 102808 E. Wiser Parkway, Kennewick, WA 99338. Any repairs authorized by the Fleet Manager will need to be completed at vendors facility. If vendor needs to transport vehicle to another location for repairs, prior written authorization will need to be obtained from the County's Fleet Manager.

2. Secure locked storage facility

The vendor must have a secure facility to store County Fleet vehicles in their possession that includes locked fencing, and a locked secured location for all keys. When the vendor is not actively working on vehicles, the vehicles will be fully locked, and if applicable anti-theft systems activated. The vendor understands that in order to accomplish the work required the vendor will have to take temporary custody of marked law enforcement patrol cars for periods of time. The vendor shall not permit any subcontractors to have access to patrol vehicles without first obtaining written permission from the Fleet Manager.

3. Body Repair and Painting

The vendor will provide auto body repair and painting services for vehicles and equipment, to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement including windshields, painting all or portions of vehicle bodies, and other repair services. Bent parts are to

Attachment A Proposal Form

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the County. Location shall be within 25 miles of the County Shop.

520 W. Deschutes Ave.
Kennewick, WA 99336

2. What procedures and facilities do you have in place to adequately secure County vehicles and keys.

Vehicles are always locked and behind a locked fence
or inside a shop. The shops are only open or unlocked
when the shop is open for business.

3. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

12 technicians

I-CAR gold Class, ASE, MACS, DeBeer/Sherwin Williams
Paint & Estimating

4. Does your shop meet the general shop requirements listed in section 4. ☒ Yes ☐ No

5. List of references from governmental or large businesses you have provided similar services to.

GSA, State Farm Ins., Progressive Ins.
Farmers Ins., Allstate Ins., Pavement Surface Control,
Apollo Inc., Fowler, Rogers Toyota

6. What estimating software do you use?

CCC

The undersigned shall, if awarded this contract, furnish to the County, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair Labor
Painting Labor
Sandblasting Labor
Framework labor
Materials (cost plus markup)

Cost Per Hour
Cost Per Hour
Cost Per Hour
Cost Per Hour
Mark up percentage

68.00
68.00
N/A
85.00
25%

Parts (cost plus markup)

Mark up percentage

25%

Receipt of Addendum if issued. (initial)

#1 _____ #2 _____ #3 _____ #4 _____

*** PROPOSAL MUST BE SIGNED BELOW ***

Signature of Proposer

Heather Boderick

Typed/Printed Name and Title

Heather Boderick, Manager

Company Name

Mel's Inter-City Collision, Inc

Address

520 W. Deschutes Ave

Kennewick, WA 99336

Telephone

(509) 586-8257

Email

info@melsintercity.com

Federal Tax ID No.

91-172-1022

**BENTON COUNTY
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 (hereinafter "COUNTY"), and **NOLAN'S COLLISION, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 1125 E. Columbia St., Pasco, WA 99301, (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:

Exhibit A - Request for Proposals; and
Exhibit B - Contractor Proposal.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide "as needed" automobile body repair for Benton County fleet motor vehicles and equipment in accordance with Exhibit A "Request for Proposals" and Exhibit B "Contractor Proposal" which are attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Cam Sanders, Shop Manager
Address: 1125 East Columbia Street
Pasco, WA 99301
Phone: (509) 547-8145
Email: cam@nolanscollision.net

b. For COUNTY:

Name: Michael McGhan, Fleet Manager
Address: 102808 Wiser Parkway
Kennewick, WA 99336
Phone: (509) 786-5611
Email: fleet@co.benton.wa.us

5. COMPENSATION

- a. Service Rates and Parts/Equipment Cost: Rates and costs will be determined at the time services are needed in a form of a written quote that will be submitted to the COUNTY prior to commencement of work on a particular vehicle or equipment.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed fifty thousand dollars (\$50,000.00), excluding W.S.S.T.
- c. The COUNTY does not guarantee any amount of work under this contract. The COUNTY reserves the right to contract with other vendors to perform the same or similar services provided

under this contract.

- d. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- e. The CONTRACTOR may, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- f. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- g. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the 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.
- h. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are

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

8. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

- d. **Garage Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garage Liability Insurance in the amount of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- e. **Garagekeepers Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garagekeepers Liability Insurance with Direct Primary coverage in the amount that the CONTRACTOR deems appropriate to cover the CONTRACTOR'S exposure for all vehicles in the CONTRACTOR'S care for repair, service or installing equipment.
- f. **On-Hook Towing Coverage:** The CONTRACTOR shall maintain, during the life of the Contract, On-Hook Towing coverage in the amount of at least \$50,000 to cover the cost to replace or repair any damages that results from the CONTRACTOR'S towing or hauling of customer's vehicles.
- g. **Other Insurance Provisions:**
 - 1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 - 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
 - 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate

certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect 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.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk

Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. E, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in

this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the

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

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor

written notice if Contractor becomes Debarred during the term of this Contract.

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 18); inspection and keeping of records and books (Section 15); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

29. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this contract, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

- a. No patrol cars that are left in custody of CONTRACTOR shall contain firearms or ammunition of any sort - representatives of COUNTY have responsibility to ensure that firearms and

ammunition are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify COUNTY if it discovers any firearms or ammunition within one of its cars while work is being done;

- b. The CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;
- c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be active, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;
- d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify COUNTY at (509) 539-4769 (Michael McGhan) and ensuring contact and notification is made;
- e. The CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purpose of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract or to test drive the vehicle to verify repairs;
- f. In the same manner as stated in the indemnification section of this Contract, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of use or misuse of any patrol car while it is legally in CONTRACTOR'S custody.

30. Signatures in Counterpart.

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

shall have the same force and effect as the original.

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

Dated: _____

Dated: 10/13/2023

FOR: BENTON COUNTY

**FOR: NOLAN'S COLLISION,
LLC**

DocuSigned by:



201438265358415...
Signature

Will McKay, Chairman

SHOP MANAGER

Approved as to Form

Title:

DocuSigned by:



LeeAnn Holt, Civil Deputy
Prosecuting Attorney

Camron Sanders

Print Name

EXHIBIT A



Request for Proposals As needed Autobody Repair Services

Benton County is issuing this Request for Proposals (RFP) to obtain proposals from qualified vendors for as needed autobody repair services. The County currently has over 300 vehicles in their fleet. The County intends to enter into multiple contracts with different vendors to create a roster of services. This agreement will be for a one-year period. At the option of the County, the agreements may be extended for an additional one-year period.

The County is issuing this RFP to obtain proposals from qualified vendors for autobody repair services on an as needed basis. There is no guarantee of the amount of work given. The selected vendors will provide autobody repair and painting of County Fleet vehicles. All work will be performed at the proposer's shop unless otherwise agreed to in writing by the County.

WORK REQUIREMENTS

1. Location

Proposer must have a facility located within 25 miles of the County Shop located at 102808 E. Wisner Parkway, Kennewick, WA 99338. Any repairs authorized by the Fleet Manager will need to be completed at vendors facility. If vendor needs to transport vehicle to another location for repairs, prior written authorization will need to be obtained from the County's Fleet Manager.

2. Secure locked storage facility

The vendor must have a secure facility to store County Fleet vehicles in their possession that includes locked fencing, and a locked secured location for all keys. When the vendor is not actively working on vehicles, the vehicles will be fully locked, and if applicable anti-theft systems activated. The vendor understands that in order to accomplish the work required the vendor will have to take temporary custody of marked law enforcement patrol cars for periods of time. The vendor shall not permit any subcontractors to have access to patrol vehicles without first obtaining written permission from the Fleet Manager.

3. Body Repair and Painting

The vendor will provide auto body repair and painting services for vehicles and equipment, to include but not be limited to general body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement including windshields, painting all or portions of vehicle bodies, and other repair services. Bent parts are to

be straightened and reinforced or replaced if necessary, all paint work will be to industry standards.

4. General Shop Requirements

The vendor's body shop will meet the following minimum requirements:

- a) Be able to perform complete body repairs, as well as paint vehicles and equipment
- b) Maintain a paint booth that is in legal compliance with all applicable laws.
- c) Possess a MIG and TIG welder or other electric spot-welding equipment for body welding. Gas welding is not acceptable. The vendor shall ensure that the vehicle computer systems are disconnected from the vehicle before any welding is done. The proposer is to replace, at his/her expense, any vehicle on board computers damaged by not disconnecting the computers before any welding operations.
- d) Be available during normal business hours Monday through Friday, 8:00 a.m. to 5:00 p.m.

5. Estimate Process Requirements

The proposer will provide estimates for body repair and painting on an as needed basis as requested by the County Fleet Manager. Estimates will include:

- a) Make, model and mileage of vehicle
- b) License plate number
- c) County Fleet Number
- d) Itemized list of description of work to be performed
- e) Estimated number of labor hours of task
- f) Itemized list of parts and paint materials costs
- g) All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly
- h) Total repair estimate including Washington State Sales Tax
- i) Approximate schedule to complete the repairs after receiving a notice to proceed
- j) All estimates shall be from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. Proposers shall provide the name and version of the guide or software used.

Prior to any repair, the County will review the estimate and confirm that the estimate includes an accurate description of vehicle condition. All repair estimates must be approved by the County Fleet Manager in writing and in advance of work being performed. The County does not guarantee approval for work on every estimate. The County reserves the right to solicit multiple quotes for repairs.

6. Parts

The parts used to provide automotive body repairs will be new unused OEM, remanufactured OEM, (or aftermarket parts as specified), materials and labor. Remanufactured or used parts may only be used if new OEM or remanufactured OEM parts are not available.

7. Alignment

Proposer agrees to perform realignment of all vehicles when needed. This shall be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. A printout of the readings after alignment will be included in each repair order. Proposer will ensure personnel or sub-contractor are qualified to perform alignment work.

8. **Framework**

Proposer agrees to perform frame straightening of all vehicles when needed and when approved by the Fleet Manager. Proposer will ensure personnel or sub-contractor are qualified to perform all framework.

9. **Airbag Components**

All airbag components shall be replaced with NEW O.E.M. parts when the decision has been made by the Fleet Manager to replace the components.

10. **Major Repairs**

If metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

11. **Painting Process Requirements**

The paint process will consist of current industry standards and will match factory paint color to the best of your ability.

12. **Acceptable Paint Manufacturers**

All paints used will be from a qualified and reputable paint manufacturer, such as, but not limited to: Diamont, Dupont, Duramix, Kuston Shop, PPG and Sherwin-Williams. Proposers shall provide the name of the paint manufacturer uses in each estimate.

Evaluation Criteria

The following criteria will be used to score each submittal.

Location of facility for repairs	pass or fail
Ability to adequately secure County vehicles and keys.	pass or fail
General Shop requirements needed to complete repairs & Estimates	5 points
Experience, certifications and training of staff to do repairs	5 points
Past experience with the County	5 points
References	5 points
Cost per hour rates to perform work estimated	10 points
Total	30 points

Scoring and Selection

Each response to the RFQ will be evaluated on the above criteria. The top scoring firms up to three (3) may be selected and may be awarded a contract creating a rotational roster for services.

The evaluation team will consist of not less than three (3) County employees who have direct knowledge of the work to be performed and who will be directly impacted by the services provided under the agreement. The average of the scores from each member of the evaluation team will be used to determine the selected firms. Scoring is based on the most qualified firms to provide the indicated services.

Response Submittal

All proposal forms should be filled out completely with no blank questions. If a question does not apply, please put N/A for the response. Additional pages will not be accepted unless specifically allowed in the proposal. Proposal forms and attachments shall be submitted electronically in PDF format to Benton County Procurement Department by email to procurement@co.benton.wa.us. Reference “**RFP-2023 As Needed Auto Body Repair**” in the subject line. Responses are due not later than **3:00 PM on Friday July 28, 2023**. Submittals received after that time and date will not be considered.

Attachments

1. Attachment A – Proposal Form
2. Attachment B – Sample Benton County Personal Services Contract

Americans with Disabilities Act (ADA) Information

Benton County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA) commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing procurement@co.benton.wa.us or by calling (509)783-1310 or (509) 736-2704.

Title VI Statement

Benton County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Questions

All questions may be directed to Danica Hope, at the address above, by phone at (509) 783-1310 x5665 or via email at procurement@co.benton.wa.us.

Attachment A
Proposal Form

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the County. Location shall be within 25 miles of the County Shop.

2. What procedures and facilities do you have in place to adequately secure County vehicles and keys.

3. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

4. Does your shop meet the general shop requirements listed in section 4. ☐ Yes ☐ No

5. List of references from governmental or large businesses you have provided similar services to.

6. What estimating software do you use?

The undersigned shall, if awarded this contract, furnish to the County, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair Labor	Cost Per Hour	
Painting Labor	Cost Per Hour	
Sandblasting Labor	Cost Per Hour	
Framework labor	Cost Per Hour	
Materials (cost plus markup)	Mark up percentage	

Parts (cost plus markup)

Mark up percentage _____

Receipt of Addendum if issued. (initial)

#1_____ #2_____ #3_____ #4_____

***** PROPOSAL MUST BE SIGNED BELOW *****

Signature of Proposer _____

Typed/Printed Name and Title _____

Company Name _____

Address _____

Telephone _____ Email _____

Federal Tax ID No. _____

ATTACHMENT B

BENTON COUNTY 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 (hereinafter "COUNTY"), and <<NAME>>, a corporation organized under the laws of the State of Washington with its principal offices at <<address>> (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - <<Scope of Work>>; and
- b. Exhibit B - <<<Fees>>>.

2. DURATION OF CONTRACT

The term of this Contract shall begin on <<insert [date] or [the last date signed]>> and shall expire on <<insert date>>. 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 <<insert description of the scope of work>>. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "<<Scope of Work>>", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this

Contract according to standard industry practice.

- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: <<Name>>
Address: <<Street>>
<<City, State, Zip Code>>
Phone: <<Phone>>
Email: <<E-mail>>

b. For COUNTY:

Name: <<Name>>
Address: <<Street>>
<<City, State, Zip Code>>
Phone: <<Phone>>
Email: <<E-mail>>

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid <<insert [at the rates set forth in Exhibit B, "<<Fees>>", which is attached hereto and incorporated herein by reference] or [a flat fee of <<Dollar Amount>> (\$_____), including W.S.S.T., in accordance with Exhibit B, "<<Fees>>", which is attached hereto and incorporated herein by reference]>>.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed <<Dollar Amount>> (\$_____), including W.S.S.T.

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are

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

8. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

life of the Contract, Garage Liability Insurance in the amount of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

- e. **Garagekeepers Liability:** The CONTRACTOR shall maintain, during the life of the Contract, Garagekeepers Liability Insurance with Direct Primary coverage in the amount that the CONTRACTOR deems appropriate to cover the CONTRACTOR'S exposure for all vehicles in the CONTRACTOR'S care for repair, service or installing equipment.
- f. **On-Hook Towing Coverage:** The CONTRACTOR shall maintain, during the life of the Contract, On-Hook Towing coverage in the amount of at least \$50,000 to cover the cost to replace or repair any damages that results from the CONTRACTOR'S towing or hauling of customer's vehicles.
- g. **Other Insurance Provisions:**
 - 1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 - 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
 - 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate

certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect 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.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk

Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in

this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the

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

- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor

written notice if Contractor becomes Debarred during the term of this Contract.

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 18); inspection and keeping of records and books (Section 15); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

29. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this contract, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

- a. No patrol cars that are left in custody of CONTRACTOR shall contain firearms or ammunition of any sort - representatives of COUNTY have responsibility to ensure that firearms and ammunition

are removed from the cars when they are left in CONTRACTOR'S custody. Additionally, CONTRACTOR shall immediately notify COUNTY if it discovers any firearms or ammunition within one of its cars while work is being done;

b. The CONTRACTOR shall ensure that only trusted, full-time employees of the CONTRACTOR who are deemed necessary to perform the work under this Contract shall have access to the patrol cars or to the keys which access same, and CONTRACTOR shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;

c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any available alarm or anti-theft systems shall be active, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;

d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify COUNTY at 509-531-8729 (Matt Clark) and 509-539-4769 (Michael McGhan) and ensuring contact and notification is made;

e. The CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR'S property for any reason whatsoever. The only exception is for incidental traveling along a portion of a roadway for purpose of moving patrol cars from one portion of CONTRACTOR'S premises to another portion of CONTRACTOR'S premises as necessitated by the work being done pursuant to this Contract or to test drive the vehicle to verify repairs;

30. Signatures in Counterpart.

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

- This section 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 the last date signed.

Dated: _____

Dated: _____

FOR: BENTON COUNTY

FOR: << CONTRACTOR >>

Chairman

Signature

Member

Title:

Member

Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Civil Deputy Prosecuting Attorney

EXHIBIT B**Attachment A**
Proposal Form

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the County. Location shall be within 25 miles of the County Shop.

1125 East Columbia St.
Pasco, WA 99301

2. What procedures and facilities do you have in place to adequately secure County vehicles and keys.

Our facility is fully fenced in and locked up at the end of every day. We have multiple security lights, to ensure the lot is brightly lit up. We also have a key drop box out front of our office, that is checked every morning. We have two large shops that vehicles can be pulled into at night, for extra security.

3. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

We have 2 body techs, a paint prepper and a painter. Our techs are I-Car certified in structural, non structural, and painting. Our shop has also been I-Car Gold certified since 2019. Our shop is also aluminum repair certified and we have all the equipment needed for repairs. Our shop is also one of the only shops that can work on mid-size and commercial vehicles.

4. Does your shop meet the general shop requirements listed in section 4. X Yes No

5. List of references from governmental or large businesses you have provided similar services to.

City of Pasco

Moses Lake School District

Bechtel

Kenworth and Peterbilt

Equipment Share

Charter Communications

Simplot

PNNL

Army Corp of Engineers

6. What estimating software do you use?

CCC, Mitchell, AdjustRite

The undersigned shall, if awarded this contract, furnish to the County, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair Labor	Cost Per Hour	<u>\$65 / Aluminum \$85</u>
Painting Labor	Cost Per Hour	<u>\$65</u>
Sandblasting Labor	Cost Per Hour	<u>N/A</u>
Framework labor	Cost Per Hour	<u>\$85</u>
Materials (cost plus markup)	Mark up percentage	<u>\$7 per repair hour</u>

Parts (cost plus markup)

Mark up percentage List Price or 25%

Receipt of Addendum if issued. (initial)

#1 _____ #2 _____ #3 _____ #4 _____

***** PROPOSAL MUST BE SIGNED BELOW *****

Signature of Proposer



Typed/Printed Name and Title Cam Sanders : Shop Manager

Company Name Nolan's Collision

Address 1125 East Columbia Street
Pasco WA, 99301

Telephone 509-547-8145

Email Cam@nolanscollision.net

Federal Tax ID No. 81-0969444

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 24, 2023
Subject:	Rescinding Resolution 2023-652 and authorizing the purchase of a 2023 Ford Transit Full-Size Passenger Van from Clary Longview, LLC dba Bud Clary Ford/Hyundai utilizing WA State Contract No. 05916
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

Resolution 2023-652 signed on September 19, 2023, authorized the purchase of a 2024 Chevrolet Express Passenger Van from Bud Clary Chevrolet, Inc. It has been brought to our attention that this vehicle may not be available due to the current market conditions.

Clary Longview, LLC dba Bud Clary Ford/Hyundai has a 2023 Ford Transit Full-Size Passenger Van that has been ordered, scheduled for production and available to purchase off the Washington State Contract.

The vehicle will need to be upfitted with an amber light package and controller which will be done under a separate resolution.

The Fleet Manager recommends rescinding Resolution 2023-652 for the purchase of the 2024 Chevrolet Passenger Van and purchasing the 2023 Ford Transit Van in an amount not to exceed \$51,932.00 excluding WSST. The Agreement has been reviewed and approved by our deputy prosecuting attorney and has been signed by Clary Longview, LLC dba Bud Clary Ford/Hyundai.

Fiscal Impact

Amount: \$51,932.00 excluding WSST

Fund: Corrections Department Work Crew Replacement Fund, Fund number 1510.

Recommendation

The Fleet Manager recommends the Board rescind Resolution 2023-652 and authorize the purchase of a 2023 Ford Transit Full-Size Passenger Van for use by the Corrections Department in an amount not to exceed \$51,932.00 excluding WSST from Clary Longview, LLC dba Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESCINDING RESOLUTION 2023-652 AND AUTHORIZING THE PURCHASE OF A 2023 FORD TRANSIT FULL-SIZE PASSENGER VAN FROM CLARY LONGVIEW, LLC DBA BUD CLARY FORD/HYUNDAI UTILIZING WASHINGTON STATE CONTRACT NO. 05916 FOR USE BY THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, Resolution 2023-652 signed on September 19, 2023 authorizing the purchase of a 2024 Chevrolet Express Passenger Van from Bud Clary Chevrolet, Inc.; and

WHEREAS, this vehicle may no longer be available for purchase due to the current market conditions; and

WHEREAS, Clary Longview, LLC dba Bud Clary Ford/Hyundai has a 2023 Ford Transit Full-Size Passenger Van that has been ordered, scheduled for production, and is available for purchase; and

WHEREAS, Washington State Contract No. 05916 allows for the purchase of vehicles from Clary Longview, LLC dba Bud Clary Ford/Hyundai; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of this vehicle utilizing the Washington State Contract No. 05916, has been approved and signed by our Deputy Prosecuting Attorney, and has been signed by Bud Clary Ford/Hyundai; and

WHEREAS, any upfit of the vehicle will be done under a separate resolution; and

WHEREAS, the Fleet manager recommends rescinding Resolution 2023-652 and purchasing a 2023 Ford Transit Full-Size Passenger Van for use by the Benton County Corrections Department; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby rescinds Resolution 2023-652; and

BE IT FURTHER RESOLVED, authorizes the Purchase of a 2023 Ford Transit Full-Size Passenger Van, with the total amount not to exceed \$51,932.00 excluding WSST from Clary Longview, LLC dba Bud Clary Ford/Hyundai, utilizing Washington State Contract No. 05916; and

BE IT FURTHER RESOLVED, this vehicle will be purchased by the Work Crew Replacement Fund, Fund number 1510; and

BE IT FURTHER RESOLVED, the Chairman is hereby authorized to sign said Purchase Agreement.

Dated this 24th day of October 2023

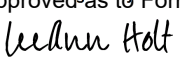
Chairman of the Board

Chairman ProTem

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

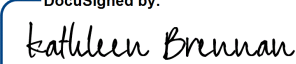
Attest _____
Clerk of the Board

PURCHASE AGREEMENT Benton County, Washington Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350			RESOLUTION No: _____ Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.		
Vendor: Clary Longview, LLC dba Bud Clary Ford/Hyundai Vendor Code: W403 Vendor Contact: Kathleen Brennan ford.orders@budclary.com Vendor Contact Phone: 360-423-4321 x10943 Vendor Principal Place of Business: 1030 Commerce Ave. Longview, WA 98632			AGREEMENT: In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described. P.O. Date: 10/13/2023		
Ship To: Benton County 102808 E. Wiser Parkway Kennewick, WA 99338		Bill To: fleet@co.benton.wa.us Benton County 102808 Wiser Parkway Kennewick, WA 99338			
		Est Qty	Unit Price	Total Price	
Quote #	WA State Contract 05916-Motor Vehicles				
2023-0416	2023 Ford Transit Full-Size Passenger Van	1	\$ 51,932.00	\$ 51,932.00	
	through the Washington State Master Contract Usage				
	Agreement-Contract No. 05916 pursuant to the quote				
	Attached as Exhibit A				
Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916. Payment will be made to: Clary Longview, LLC dba Bud Clary Ford/Hyundai 1030 Cinnerce Ave, Longview, WA 98632.			SUB TOTAL = \$ 51,932.00 SALES TAX = 4,414.22 TOTAL ORDER = \$ 56,346.22		
This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 5916 between the State of Washington Department of Enterprise Services and Clary Longview, LLC dba Bud Clary Ford/hyundai Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.			Questions and Clarifications should be Addressed to Buyer Contact: Contact: Michael McGhan Address: 102808 Wiser Parkway Kennewick, WA 99338 Phone: 509-539-4769 Email: michael.mcghan@co.benton.wa.us		
Approved as to Form  D0A9308B675B475 LeeAnn Holt, Civil Deputy Prosecuting Attorney			10/18/2023		

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

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

Vendor Name (Print): Kathleen Brennan Title: Fleet Coordinator Date: 10/18/2023

Vendor Signature:  0CE15CA541C84E4...

Benton County: _____ Date: _____
Will McKay, Chairman

EXHIBIT A**Color Options & Qty**

Oxford White (YZ) – S113 S114 S115

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2023-0416-001	2023 Ford Transit Full-Size Passenger Van	1	\$47,392.00	\$47,392.00
2023-0416-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2023-0416-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2023-0416-012	A1: Low Roof, Long Length 148WB, 12-Passenger (Seating 2/3/3/4: 2nd row triple w/ narrow seats, 3rd row double/aisle/single, 4th row double/double) XL Trim, 3.5L PFDi V6 Gas Engine, 10-speed automatic transmission, 9250# GVWR (X2Y/301A/998/44U/148WB/86F/17F/21M/TTCB/TC8/X73) THIS IS THE BASE VEHICLE, view Vehicle Standard Specifications for complete description.	1	\$0.00	\$0.00
2023-0416-031	XLT Trim Upgrade #302A [includes cruise control #60C; steel wheels with full silver wheel covers; chrome high-intensity discharge (HID) auto headlamps with rain-sensing wipers; High Resolution Digital Camera #61E; Blind Spot Assist 1.0 w/ Cross-Traffic Alert and Trailer Coverage; short-arm power-folding sideview mirrors w/ power adjustment, heat and turn signals; Front Sensing System #59B; Reverse Sensing System #43R; Side Sensing System; fog lamps; chrome grille; large center console w/ dual cupholders and extra storage; Audio upgrade #58B (SYNC4 with 12.0in multi-function display, AM/FM Stereo w/ Bluetooth, dual USB ports, Embedded Voice Recognition and Connection (subscription) Navigation, 8 speakers), full carpeting, rear dome lamp with map lights and theater dimming; illuminated sun visors; cloth seating with rear seat upgrade with recline and inboard armrests (Dark Gray Cloth #21L/CK is standard, advise dealer if Ebony Cloth #21M/CB is preferred); manual driver-side lumbar support; (302A/21L/CK)	1	\$2,527.00	\$2,527.00
2023-0416-036	Vehicle Maintenance Monitor (Includes Engine Hour Meter) (depending on engine, will display engine hour meter, oil life, oil level, tire pressure, water in fuel) (61C)	1	\$44.00	\$44.00
2023-0416-045	Mirrors, Long-Arm Non-Telescoping, Power Glass Adjust Heated with Turn Signals (544) (If also ordering XLT Trim Upgrade #302A, this option is NO Charge)	1	\$0.00	\$0.00
2023-0416-059	Wheel Well Liners, Black (Front Only) (15C)	1	\$285.00	\$285.00
2023-0416-060	Back-Up Alarm w/ 102 dB(A) warning capability (43B)	1	\$140.00	\$140.00
2023-0416-065	Running Boards, Extended Length (Covers A-C Pillars passenger side, A-B Pillars driver side) (68J)	1	\$632.00	\$632.00
2023-0416-071	50/50 Hinged Rear Door, 253-degree opening (in lieu of std. 183-degree opening) (18P)	1	\$73.00	\$73.00
2023-0416-093	Privacy Glass (92E)	1	\$482.00	\$482.00
2023-0416-098	Full Vinyl Flooring in lieu of Carpet (Included with base XL Trim -- Only order if you also order XLT Trim Upgrade #302A) (16E) (No Deduct)	1	\$0.00	\$0.00
2023-0416-206	Fire Extinguisher (DLR)	1	\$47.00	\$47.00
2023-0416-207	Flare Kit (DLR)	1	\$60.00	\$60.00
2023-0416-250	Stock Vehicle Upcharge (Call dealer for availability prior to ordering) (DLR)	1	\$250.00	\$250.00

Quote Totals

		Total Vehicles:	1
		Sub Total:	\$51,932.00
		8.5 % Sales Tax:	\$4,414.22
		Quote Total:	\$56,346.22

CARS standard specifications page: <https://apps.des.wa.gov/CARS/VehicleSpecifications.aspx?id=2139>

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 24, 2023
Subject:	Interagency Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission
Presenter:	N/A
Prepared By:	Katie Gillies
Reviewed By:	Jeffrey Aultman
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

The Benton County Sheriff's Office (BCSO) received the attached Interagency Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission (WTSC) outlining grant funding for traffic safety grant project 2024-HVE-5124-Region 14 Target Zero Task Force, to conduct straight time or overtime high-visibility enforcement traffic safety emphasis with the goal of reducing traffic crashes.

Said patrol emphasis shall be conducted on specific dates from October 1, 2023 through September 30, 2024, as further outlined in the attached Interagency Agreement, with an overall Region 14 Funding of \$50,000 amongst Region 14 agencies (Franklin County, West Richland, Richland, Pasco, Kennewick, Prosser, Benton County, Connell), with BCSO's estimated budgeted grant funding totaling \$5,000 as summarized below:

- DUI – \$3,000
- Speed – \$2,000

WTSC is requesting Benton County to sign the document first. They will return a fully executed copy back to us for our records.

Fiscal Impact

Said grant and expenditures were considered in the budget process. No budget adjustment will be necessary.

Recommendation

Approve the attached Resolution and Interlocal Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission and authorize the Benton County Sheriff to sign said Agreement.

Suggested Motion

The Board hereby approves the attached Interlocal Agreement between BCSO and WTSC and authorizes the Benton County Sheriff to sign said Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE INTERAGENCY AGREEMENT BETWEEN BENTON COUNTY SHERIFF'S OFFICE AND WASHINGTON TRAFFIC SAFETY COMMISSION PROVIDING GRANT FUNDING FOR OVERTIME RELATING TO TRAFFIC SAFETY EMPHASIS PATROLS

WHEREAS, the Benton County Sheriff's Office received the attached Interagency Agreement between the Benton County Sheriff's Office (BCSO) and Washington Traffic Safety Commission (WTSC) outlining grant funding for traffic safety grant project 2024-HVE-5124-Washington Traffic Safety Commission, to conduct over-time visibility enforcement patrols to engage, deter, and educated drivers about the impacts of making unsafe decisions when driving; and

WHEREAS, said patrol emphasis shall be conducted on specific dates from October 1, 2023 – September 30, 2024, as further outline in the attached Interagency Agreement with an overall Region 14 Funding of \$50,000 amongst Region 14 agencies, with Benton County's estimated budgeted grant funding as follows:

- Statewide Impaired Driving Patrol Funding: \$3,000
- Statewide Speed Patrols Funding: \$2,000

WHEREAS, the Benton County Sheriff recognizes the importance for traffic safety emphasis patrols to reduce traffic related accidents and recommends approving the Interlocal Agreement to accept the estimated budgeted grant funding from WTSC for an estimated amount of \$5,000; and

WHEREAS, with the total amount of \$50,000 awarded to Region 14, the estimated amount awarded to Benton County may be adjusted based on usage or need; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation and authorizes the Benton County Sheriff to sign the attached Interagency Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission for grant funding in the estimated amount of \$5,000 to conduct over-time visibility enforcement patrols and related activities as outlined in the attached Interagency Agreement; and

BE IT FURTHER RESOLVED, the term of this Interagency Agreement is October 1, 2023 – September 30, 2024.

Dated this _____ day of _____, 2023

Chairman of the Board

Commissioner

Commissioner

Attest: _____
Clerk of the Board



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Benton County

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and **Benton County**, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) number 20.600 for traffic safety grant project **2024-HVE-5124-Region 14 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region **14** to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2024-HVE-5124-Region 14 Target Zero Task Force** was awarded to the WTSC Region **14** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2023, and remain in effect until September 30, 2024 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, speeding, occupant restraint mis/nonuse, and distraction. Fatalities have increased almost 40 percent since 2019. Despite a very high seat belt use rate (greater than 90% for many years in a row), the number of unrestrained fatalities

and serious injuries have increased to the highest number since before 2010. Since 2019, unrestrained fatalities have increased over 40 percent. Motorcyclists also represent a high number of injured and killed because of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

Washington has seen a drastic decrease in proactive enforcement of traffic laws. This decrease is due to a myriad of factors, include the COVID-19 pandemic, political actions to update laws that reduce an officer's ability to stop drivers,

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.

Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2023).
- Distracted driving enforcement during the Distracted Driving campaign (April 2024)
- Seat belt enforcement during the Click It or Ticket campaign (May 2024).
- Impaired driving enforcement during the Summer DUI campaign (August 2024).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand the highest priority areas in their communities to focus their efforts.
2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.
3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

5. Activity conducted outside of the quarterly task force operational plans will not be reimbursed.

3.1.4 Project Intent and Best Practice

1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2023, Distracted Driving campaign in April 2024, Click It or Ticket campaign in May 2024, and Summer DUI campaign in August 2024).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.
2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.
3. Regional task force will be submitting quarterly operational plans and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly operational plans are due October 15, December 15, March 15, and June 15.
4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.
5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.
6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
9. Performance will be monitored by the regional TSM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.
10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TSM or LEL after the mentee submits their interest.

11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS

Not all agencies are required to participate in all of these, however the region has committed to participate as a region in all of these. Dates are tentative and may change when NHTSA publishes their FFY2024 mobilization calendar.

Mobilization	Dates
Holiday DUI	December 13, 2023 – January 1, 2024
U Drive. U Text. U Pay.	April 1 – 14, 2024
Click It or Ticket	May 13 – June 2, 2024
It's a Fine Line (optional if funded)	July 5 – 21, 2024
DUI Drive Sober or Get Pulled Over	August 12 – September 4, 2024

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this

agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

- 3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.
- 3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.
- 3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.
- 3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS

The WTSC has awarded \$50,000.00 to the WTSC Region 14 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2024, **must be received by WTSC no later than August 10, 2024**. All invoices for goods received or services performed between July 1, 2024 and September 30, 2024, **must be received by WTSC no later than November 15, 2024**.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. 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.

15.2. 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:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB- RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. 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.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal

auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. 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.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities”). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3

37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

37.1.1.8. The Civil Rights Restoration Act of 1987

37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.1.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations

37.1.1.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency

37.1.1.12. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government

37.1.1.13. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 14 is:	The Contact for WTSC is:
	Jennifer Dorsett WTSC Contractor jdorsett14@outlook.com	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

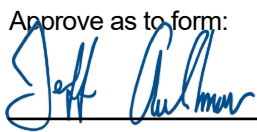
Signature

Printed Name

Title

Date

Approve as to form:



Jeffrey Aultman, DPA



Grant Requirements Acknowledgment Form for High Visibility Enforcement (HVE) Mobilizations

WEMS ID: 2024-HVE-5124-Region 14 Target Zero Task Force

Before beginning work on this grant project, the grantee Project Manager should thoroughly read and understand the terms of the Inter-agency Agreement (IAA). This Grant Requirements Acknowledgment Form provides an explanation of some key terms and highlights but is not comprehensive. If the Project Manager has questions after reviewing this document, please refer to the WTSC Grants Management Manual, or contact the WTSC Program Manager assigned to this grant.

When you, the grant Project Manager, agree to this document, you certify that you understand the grant requirements and agree to fully comply with the terms and conditions set forth in the Agreement/Contract, as well as additional federal requirements outlined in the Code of Federal Regulations for Federal Grants and Agreements, as referenced below.

If anything in this document conflicts with the Agreement/Contract, the Agreement/Contract takes precedence.

Before you begin work, you must have:

- A fully executed IAA or contract signed by both parties.
- Attested to the Grant Requirements Acknowledgment Form (this document).

Work cannot begin before the start date on the IAA, or before the IAA is signed by all parties. WTSC will only reimburse expenses incurred after the IAA is fully executed.

Select Contract Provisions:

- **Statement of Work:** This summarizes the work to be done for this grant. If this changes significantly, the grantee will need to request a change in WEMS, and an IAA amendment may be required.
- **High Visibility Enforcement (HVE) Operational Requirements:** The specific HVE requirements listed in the Scope of Work are extremely important to the success of the high visibility enforcement strategy. ALL of these requirements must be followed.
- **WEMS Digital Activity Log:** WTSC requires all agencies participating in high visibility enforcement to use the WEMS system to document the activity of all participating officers. An officer cannot participate if they do not have a WEMS account and do not input their activities into the WEMS digital activity log.
- **Officer Training Requirements:** Any officer participating officer must document in WEMS that they have current qualifications for BAC and SFST.
- **Period of Performance:** All work must be completed, and goods and services must be received, during the period of performance on the IAA.

- **Compensation:**

- Comp time is not an allowable expense for reimbursement on a high visibility enforcement (HVE) campaign contract or other OT (Overtime) patrol projects. The funding for these types of projects are for the actual activity of patrolling and comp time or any other type of leave will not be reimbursed.
- All expenses must be incurred during the period of performance on the IAA.
- Expenses cannot exceed the total amount of the agreement and must fall within the amounts of each budget category as listed in the IAA.
- Funds may be moved, with prior approval and within certain limits, between planned budget categories. A formal request must be submitted to the Target Zero Manager.

- **Advance Payments Prohibited:** WTSC cannot pay for any costs prior to the work being completed or the goods being delivered.

- **Agreement Alterations and Amendments:** If your agency wants to seek an exception to any of the HVE operational requirements, you must submit an exception request to the WTSC's primary contact listed in the Interagency Agreement.

- **Billing Procedure:** Your agency is required to utilize the Digital Activity Log in the WEMS system, supplied by the WTSC for all of your invoices. Your local TZM can give you training and support if you need assistance using this system.

- **Buy America Act:** For any manufactured goods over \$5,000, the grantee must provide written certification that the goods, including IT software and hardware, were produced in the USA.

- **Cost Principles:** Grantee cannot use grant funds to replace routine and/or existing staff or expenditures. Must comply with [2 CFR Part 200 Subpart E](#).

- **Income:** Any income generated with this grant must be accounted for and applied to project purposes or used to reduce project costs.

- **Lobbying/Political Activity:** Because this grant uses federal funds, no work being funded by this grant can be used to lobby or otherwise influence state or federal officials, or support or oppose legislation; there is an allowance for "customary state practice."

- **Records Maintenance:** Maintain records pertaining to this agreement for 6 years after expiration

Other Requirements:

- **Promotional Item Purchase Restrictions:** No promotional items can be purchased with these grant funds.

- **Single Audit Requirements:** Required of an entity that expends \$750,000 or more annually of federal funds, federal grants, or federal awards; usually performed annually.

By checking this box and typing your name below, you certify that you agree to fully comply with the terms and conditions set forth in the Agreement, as well as the requirements listed in this document. Typing your name below constitutes your electronic signature on this document.

☐

I Agree

(Name, Agency, Title)

(Date)

BUDGET 23-24 Fiscal Year

HVE/Patrol Dollars

Region 14	Impaired Driving	Seat Belt	Distracted Driving	Speed	Total
2023-24	\$14,500	\$6,000	\$9,000	\$20,500	\$50,000

2023-2024 Agency Estimates

Agency and Patrol	DUI	Seat Belt	Distracted	Speed	Total
Franklin County	1,500	1,500	1,500	2,000	6,500
West Richland	1,000	500	500	1,500	3,500
Richland	1,500	500	1,000	3,000	6,000
Pasco	3,500	1,500	2,500	4,500	12,000
Kennewick	3,500	1,500	2,500	4,500	12,000
Prosser	1,000	500	1,000	3,000	5,500
Benton County	3,000	0	0	2,000	5,000
Connell	0	0	0	0	0

Other

Advertising (same plan)	10,000
State Farm	15,000
TOTAL BUDGET	25,000

DUI Enforcement Dates: ARIDE REQUIRED

1st Quarter (October 2023 – December 31, 2023)

1st Choice

- Friday 6pm, October 27 (Halloween weekend)
- Friday 6pm, November 24 (Day after Thanksgiving)
25th
- Friday 6pm, December 29 (New Year's weekend)
- Sunday 6pm, December 31 (New Year's Day)

Alternate Choice

- Saturday 6pm, October 28th
- Saturday 6pm, November 25th
- Saturday 6pm, December 30st

2nd Quarter (January 1, 2024 – March 31, 2024)

- Sunday 6pm, March 17th (St. Patrick's Day)

3rd Quarter (April 1, 2024 – June 30, 2024)

- Friday 2pm and Saturday 2pm in April (Spring Barrell Weekend)
- Thursday 12pm, April 20th (420)
- Friday 6pm, May 3rd (Cinco weekend)
- Sunday 6pm, May 5th (Cinco de Mayo)
- Hogs and Dogs (TBD)

Saturday 6pm, May 4th

4th Quarter (July 1, 2024 – September 30, 2024)

- Monday 12pm, July 10th (710)
- Thursday-Sunday 2pm, July 25-28 (Boat Races)
- TBD (Dedication Patrol)
- Friday 6pm, August 28-30th (Fair)
- Friday 6pm Aug 31-Sept 2 (Labor Day Weekend)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/24/2023
Subject:	Contract with Cascade Engineering, Inc. for Radar Recalibration for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Jeff Aultman; BCSO; Purchasing
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☒ Execute Contract

Summary / Background Information

Per Resolution 2021-233, Section 5.3.2 General Services "the 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.

The Sheriff's Office uses radar/LIDAR speed measuring devices for traffic enforcement throughout Benton County and the devices require biennial diagnostic tests and recalibration in order to ensure proper performance.

The Sheriff's Office had a previous contract with Cascade Engineering, Inc. per Resolution 2021-193 and wishes to enter into another contract for a period of September 25, 2023 through December 31, 2025.

Fiscal Impact

Cost: Contract amount not to exceed \$15,000.00 excluding W.S.S.T.

Funds: Expenditures shall be split accordantly and paid from:

- General Fund - 0010.52.121 – Sheriff Patrol
- Public Safety Tax - 1480.52.121 – Sheriff Patrol

Recommendation

Approve the attached Resolution and Professional Services Contract with Cascade Engineering Services, Inc., Redmond, WA for diagnostics, recalibrations, and N.I.S.T. (National Institute of Standards and Technology) traceable certification of radar and LIDAR Speed Measuring Devices (SMD's) for a term commencing September 25, 2023 and terminating December 31, 2025 for a total contract amount not to exceed \$15,000, excluding W.S.S.T.

Suggested Motion

Approve as part of Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING CASCADE ENGINEERING SERVICES, INC. A PERSONAL SERVICE CONTRACT FOR DIAGNOSTICS, RECALIBRATION, AND N.I.S.T. TRACEABLE CERTIFICATIONS OF RADAR AND LIDAR SPEED MEASURING DEVICES FOR THE SHERIFF'S OFFICE

WHEREAS, per Resolution 2021-233, Section 5.3.2 General Services "the 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 Sheriff's Office uses radar/LIDAR speed measuring devices for traffic enforcement throughout Benton County; and

WHEREAS, the devices require biennial diagnostic tests and recalibration in order to ensure proper performance; and

WHEREAS, the Sheriff's Office recommends entering into a Professional Services Contract with Cascade Engineering Services, Inc., Redmond, WA for diagnostics, recalibrations, and N.I.S.T. (National Institute of Standards and Technology) traceable certification of radar and LIDAR Speed Measuring Devices (SMD's) for a contract amount not to exceed \$15,000, excluding WSST; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Sheriff's Office recommendation and hereby awards the Professional Services Contract to Cascade Engineering Services, Inc. for a total contract amount not to exceed \$15,000, excluding W.S.S.T.; and

BE IT FURTHER RESOLVED, the attached contract shall commence September 25, 2023 and shall terminate December 31, 2025.

Dated this 24th day of October, 2023.

Chairman of the Board

Chairman Pro Tem

Commissioner

Attest: _____

Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

**BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CASCADE ENGINEERING SERVICES, INC.**, a professional service corporation organized under the laws of the State of Washington with its principal offices at 6640 185th Avenue NE, Redmond, WA 98052 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Terms and Conditions (this document)
- b. Exhibit A - Scope of Work/Compensation

2. DURATION OF CONTRACT

The term of this Contract shall begin on September 25, 2023 and shall expire on December 25, 2025. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The diagnostics, recalibration and N.I.S.T. (National Institute for Standards and Technology) traceable certification of Radar and LIDAR Speed Measuring Devices, (SMD). A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A - Scope of Work/Compensation, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials.

Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: William Ang
Address: 6640 185th Avenue, NE
Redmond, WA 98052
Phone: (425) 895-8617
Email: William.Ang@cascade-eng.com

b. For COUNTY:

Name: Katie Gillies, C.F.O.
Address: 7122 W Okanogan Pl., Suite A120
Kennewick, WA 99336
Phone: (509) 735-6555 Ext. 3273
Email: Katie.gillies@co.benton.wa.us

5. COMPENSATION

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed fifteen thousand dollar and zero cents (\$15,000.00), 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 Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability

pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment

to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state,

and local laws, rules, and regulations in performing this Contract.

14. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any State or Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Contact designated as the representative to the County of this Contract if, during the term of this Contract, the Contractor becomes debarred. The County may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term of this Contract.

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent

such use is not agreed to in writing by the CONTRACTOR.

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

its interpretation and performance.

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

25. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed

to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 18); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 15); litigation hold notice (Section 27); Public Records Act (Section 28); and confidentiality (Section 20).

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

Dated: _____

Dated: 10-17-2023

BENTON COUNTY, WASHINGTON

CASCADE ENGINEERING SERVICES, INC.

Will McKay, Chairman
Benton County Commissioner

Reza Yasseri
Signature

Approved as to Form:

CEO
Title:

Jeff Aultman
Jeff Aultman, Civil DPA

REZA YASSERI
Print Name

Exhibit A

Company	ASSET #	Manufacturer	Model Number	Description	Serial Number	Certificate Template	Cal. Freq.	Cal. Interval	Calibration Due	Last Calibration Result	Default Cal Cost
BENTON COUNTY SHERIF	LF21710	KUSTOM SIGNALS, INC.	PRO LASER	SPEED MEASURING DEVICE	LF21710	STANDARD	12	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	ENF728000175	MPH INDUSTRIES	ENFORCER	SPEED MEASURING DEVICE	ENF728000175	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	ENF937000985	MPH INDUSTRIES	ENFORCER	SPEED MEASURING DEVICE	ENF937000985	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	ENF937000986	MPH INDUSTRIES	ENFORCER 2	SPEED MEASURING DEVICE	ENF937000986	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	ENF937000987	MPH INDUSTRIES	ENFORCER	SPEED MEASURING DEVICE	ENF937000987	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	ENF937000988	MPH INDUSTRIES	ENFORCER	SPEED MEASURING DEVICE	ENF937000988/E NF686001963	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	ENF937000991	MPH INDUSTRIES	ENFORCER 2	SPEED MEASURING DEVICE	ENF937000991	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	FH10340	KUSTOM SIGNALS, INC.	FALCON HR	SPEED MEASURING DEVICE	FH10340	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	LF002658	APPLIED CONCEPTS INC.	XLR	SPEED MEASURING DEVICE	LF002658	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	LF003503	APPLIED CONCEPTS INC.	XLR	SPEED MEASURING DEVICE	LF003503	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	LF003504	APPLIED CONCEPTS INC.	XLR	SPEED MEASURING DEVICE	LF003504	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	LF003510	APPLIED CONCEPTS INC.	XLR	SPEED MEASURING DEVICE	LF003510	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	LF007705	APPLIED CONCEPTS INC.	XLR	SPEED MEASURING DEVICE	LF007705	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	LF007706	APPLIED CONCEPTS INC.	XLR	SPEED MEASURING DEVICE	LF007706	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854002717	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002717	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854002738	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002738	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854002880	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002880	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854002881	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002881	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854002882	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002882	STANDARD	24	MONTHS	9/28/2025	Passed	\$90

BENTON COUNTY SHERIF	PYT854002883	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854002883	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854003049	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003049	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854003050	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003050	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854003052	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003052	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854003053	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003053	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	PYT854003054	MPH INDUSTRIES	PYTHON	SPEED MEASURING DEVICE	PYT854003054	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP01666	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP01666	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP01670	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP01670	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP02654	KUSTOM SIGNALS, INC.	RAPTOR	SPEED MEASURING DEVICE	RP02654	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36283	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36283	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36284	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36284	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36285	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36285	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36286	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36286	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36287	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36287	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36288	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36288	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36289	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36289	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36290	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36290	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36292	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36292	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36294	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36294	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36295	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36295	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP36296	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36296	STANDARD	24	MONTHS	9/28/2025	Passed	\$90

BENTON COUNTY SHERIF	RP36930	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP36930	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP39560	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP39560	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP39561	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP39561	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP39562	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP39562	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP39563	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP39563	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP39564	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP39564	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP39631	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP39631	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP39632	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP39632	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP39633	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP39633	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP39634	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP39634	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP42655	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP42655	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	RP42673	KUSTOM SIGNALS, INC.	RAPTOR RP-1	SPEED MEASURING DEVICE	RP42673	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	XE23719	KUSTOM SIGNALS, INC.	EAGLE	SPEED MEASURING DEVICE	XE23719	STANDARD	24	MONTHS	9/28/2025	Passed	\$90
BENTON COUNTY SHERIF	XE24455	KUSTOM SIGNALS, INC.	EAGLE II	SPEED MEASURING DEVICE	XE24455	STANDARD	24	MONTHS	9/28/2025	Passed	\$90

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/24/2023
Subject:	Line-Item Transfer Creating Accounting Assistant III Trainee Position
Presenter:	Ken Spencer
Prepared By:	Kirsten Yniguez
Reviewed By:	Ken Spencer
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 ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Line-item transfer within General Fund, Treasurer's Department, creating Accounting Assistant III -Trainee line item, Position 51255, to allow for up to a 90-day training position. Accounting Assistant III - Trainee, Position 51255, will be vacated as of 12/31/23 due to retirement. Position 51255 is Courthouse union, Grade 5, and is a current classification and grade. This is a budget neutral LIT. Duties of this position are cyclical and specific to this job role, and the direct supervisor over this role will be out of the office on extended leave. This trainee position will allow time for adequate training.

Fiscal Impact

N/A

Recommendation

Recommend the Board of County Commissioners approve the attached resolution for the line-item transfer to create the temporary Accounting Assistant III Trainee position in the Treasurer's office.

Suggested Motion

Move to approve the requested line-item transfer creating the Accounting Assistant III Training position for up to 90 days to allow for direct training.

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 124.

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

K. Yniguez

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5142200	51505	Accounting Assitant III	\$14,607	5142200	51255	Accounting Assistant III - Trainee	\$14,607
TOTAL			\$14,607	TOTAL			\$14,607

Explanation:

Creating Accounting Assistant III -Trainee line item, Position 51255, to allow for up to a 90 day training position. Accounting Assistant III - Trainee, Position 51255, will be vacated as of 12/31/23 due to retirement. Position 51255 is Courthouse union, Grade 5, and is a current classification and grade. This is a budget neutral LIT. Duties of this position are cyclical and specific to this job role, and the direct supervisor over this role will be out of the office on extended leave. The trainee position will allow time for adequate training.

Prepared by:

Date:

Approved ☐

Denied ☐

Date:

Chairman

Commissioner

Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/24/2023
Subject:	Request for Public Hearing on 2024 Collection of Taxes
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Matt Rasmussen & Jerrod McPherson
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

Administration is requesting discussion and direction on 2024 Collection of Taxes.

Administration is Requesting a Public Hearing on November 14, 2023, for Certifying Levies and Re-Adopting 2023-2024 Budget.

Resolutions will include:

Certifying County General Fund Levy for 2024 Collection

Certifying County Road Levy for 2024 Collection

Certifying Budgeted Taxes for Collection in 2024

Re-Adopting the Final 2023-2024 Benton County Budget

Fiscal Impact

Recommendation

It is recommended that Commissioners discuss and give direction for the preparation of documents on the 2024 Collection of Taxes. It is also recommended that Commissioners authorize a public hearing for Nov. 14, 2023 for Certifying Levies and Re-Adopting the 2023-2024 Budget.

Suggested Motion: