



To view items in detail,
click highlighted areas.

Agenda – Board of County Commissioners

Regular Board of Commissioners Meeting
Tuesday, November 7, 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 31, 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

Assessor

- a. First Contract Amendment w/Automated Funds Transfer Services for Property Notices

Auditor

- b. Accounts Payable ~ Check Posting List for 10/27/2023
- c. Accounts Payable ~ Check Posting List for 10/31/2023
- d. Cancellation of Unclaimed Warrants; Rescinding Resolution 2023-686
- e. VoteWA Data Sharing Agreement w/WA Office of the Secretary of State, Elections Division

Commissioners

- f. Rescinding Resolution 2023-670 Which Appointed Andrew Wirkkala to the Mid-Columbia Libraries Board of Trustees
- g. Appointment of Andrew Wirkkala to the Mid-Columbia Libraries Board of Trustees

Corrections

- h. Purchase of Uniforms & Accessories from Galls, LLC for Corrections Dept. and Sheriff's Office

Human Resources

- i. Subscriber Agreement w/Public Safety Testing for Law Enforcement Entry Level Testing

Information Technology

- j. Copier Lease Agreement w/Ricoh USA for Superior Court Clerk's Office
- k. Agreement w/Environmental Systems Research Institute, Inc. for GIS Access to Application, Database, Mapping & Analytical Tools
- l. Law Enforcement Agreement & Order Number 1 w/LexisNexis Coplogic Solutions Inc. for Desk Officer Reporting System for the Sheriff's Office
- m. Municipal One, LLC Work Order for Design, Program & Creating An Auditor's Office Subsite

Purchasing

- n. Purchase of Two Vehicles for the Benton County Sheriff's Office

Sheriff

- o. Purchase Authorization to WA State Department of Fish & Wildlife of 2008 Safe Boat & Trailer

Scheduled Business

Contract w/McGrath Consulting Group, Inc. for the Classification/Compensation Study & Job Description Project ~ C Nave

2024 Annual Road Program & Major Equipment Purchases ~ M Rasmussen & M Mahoney

Declaration of Emergency in Benton County, Waiving Competitive Bidding Requirements Regarding Knox Road Culvert Failure ~ M Rasmusen

Other Business

Executive Session

Potential Litigation ~ S Hallstrom & J Aultman

Adjournment



Minutes – Board of County Commissioners

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, October 31, 2023, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator, Matt Rasmussen; Information Technologies Manager, Robert Heard; IT, Tim Brown; Human Resources Manager, Carlee Nave; Community Development Director, Greg Wendt; Public Works Manager, Matt Mahoney; Treasurer, Ken Spencer; Chief Guerrero; Deputy Prosecuting Attorney, Ryan Brown; Clerk, Josie Delvin; Security Program Coordinator, Steve Caughey

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of October 24, 2023 were approved.

Review Agenda

None.

Public Comment

Rebecca Ulbricht, of Finley, spoke about item "O" on the Consent Agenda regarding the Authorization of the Payment to MediaMax for Public Safety Sales Tax Mailers. She remarked that it was in violation of RCW 82.14.450 and 340 as well RCW 42.17A.555 the Use of Public Office or Agencies Facilities and Campaigns—Prohibitions—Exceptions.

Jim Adkins, of Prosser, followed up on his suggestion to make the comment period five minutes long to allow the public to not feel rushed and inquired about a schedule to follow the completion of county business. He also followed up on his request regarding Resolutions being posted on the internet.

Consent Agenda

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

Auditor

- a. Accounts Payable ~ Check Posting List for 10/20/2023

Commissioners

- b. Purchase & Sale Agreement w/Port of Kennewick for Transfer of Water Rights at the Fairgrounds

Corrections

- c. Purchase of Office & Breakroom Furniture from Freeform for the Jail
- d. Contract w/Phase 2 Electric, Inc. for the Push to Talk Wireless & Cellular Project

Human Resources

- e. Establish Holidays and Hours for the Transaction of Business for 2024

Juvenile

- f. Contract w/Altis Counseling Associates, LLC for First-Time Sex Offender Treatment
- g. Contract w/Columbia Private Investigation LLC for Messenger Services

Office of Public Defense

- h. District Court Public Defense Services Agreement w/Jacinta Rodriguez Navarrete
- i. Third Amended Agreement w/Brian Hultgrenn for Superior Court Public Defense Services

Planning

- j. Final Plat of Cottonwood Creek Phase 4 – SUB 2023-003

Public Sales Tax

- k. Line-Item Transfer, Fund No. 1480, Dept. 121 for Overtime

Public Works

- l. Interlocal Agreement w/the City of Benton City for Maintenance of Kendal Road
- m. Interlocal Agreement w/Roza Irrigation District for Joint Use of Labor, Equipment & Materials

Purchasing

- n. Amending Resolution 2023-351 Extending Expiration Date Authorizing Payment to Vital Records Control, LLC for Storage of County Records
- o. Authorizing Payment to MediaMax for Public Safety Sales Tax Mailers
- p. Contract w/MacKay & Sposito, Inc. for the Fairgrounds/Event Center Parking Lot Design
- q. Contract Amendment #1 w/Apollo Mechanical Contractors for the Justice Center Boiler Replacement Project

Sheriff

- r. Purchase of First Tactical Pullover Uniform Shirts from Curtis Blue Line

Superior Court

- s. Agreement w/Language Exchange, Inc. for Language Services
- t. National Adoption Day Proclamation

Workforce Development Council

- u. Appointing Jason Jansky to the Benton-Franklin Workforce Development Council

Benton County Whistleblower Policy

Human Resources Manager, Carlee Nave, informed the board that Benton County’s Whistleblower Protection Policy was last updated in November 2017. This policy update modernizes the policy by replacing street addresses with website links for government agencies. Additionally, this will be the first iteration of this policy at Benton County where all elected officials have reviewed and signed.

Commissioner Alvarez requested going forward that modification to language be shown more clearly, as to what changes are being made.

MOTION: Commissioner Delvin moved to approve the adoption and update of Benton County's Whistleblower Protection Policy; Rescinding Resolution 2017-781. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

Interlocal Agreement with City of Richland for Badger Mountain South Traffic

Deputy County Administrator, Matt Rasmussen, explained that land development activity in Richland is predicted to impact operation and level of service of several intersections on the County's Road system as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022. The City of Richland and the County desire to establish a means by which Richland will fully mitigate the predicted impacts and enforces development impact mitigation obligations on land development activity through project environmental evaluation and collection of traffic impact fees.

Matt further explained that the purpose of the Agreement is to authorize and structure Richland's mitigation of the impacts to the County's roadway system resulting from Badger Mountain South's current and planned land development activities as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022.

Commissioner Delvin had questions regarding annexation within this area.

MOTION: Commissioner Delvin moved to approve the Interlocal Agreement with the City of Richland for Badger Mountain South Traffic Mitigation. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

Surplus and Disposition of Real Property; Rescinding Resolution 05-208

Deputy County Administer, Matt Rasmussen, shared that on April 11, 2005, the Board adopted Resolution 05-208, declaring a list of parcel properties as surplus. After review of these surplus properties, it came to staff's attention that there are two parcels listed that should be retained as County property for future use. Both parcels are commercial lots that the County could utilize in future projects.

Parcels to be retained by the county:

- 1-3399-201-2508-005
- 1-3399-201-2508-007

Resolution 05-208, the surplus property list, must be updated to the most current properties that the County owns but has no foreseeable use for. The other parcels previously listed, that have not yet been sold, are still properties that staff has determined are not needed for retention and not useable by any county agency. Matt explained that it is in the best interest of the County for the remaining properties be declared surplus and sold in a method consistent with the Benton County Personal Property Management Policy as outlined in Resolution 07-752.

MOTION: Commissioner Delvin moved to approve the update of the County-owned Surplus Real Properties and to Rescind Resolution 05-208. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

Other Business

None.

Executive Session – Review Performance of a Public Employee

The Board went into executive session at 9:13 a.m. for up to 3 minutes with Chief Guerrero. Also present were Carlee Nave, Jerrod MacPherson, Matt Rasmussen, and Amanda Pearson.

The Board came out at 9:17 a.m. No decisions were made in executive session.

Commissioner Delvin motioned to approve the Salary Request Form for Debbie Essman-Cooper. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

Accounts Payable

Check Date: 10-20-2023

Warrants #: 250306-250393
Total all funds: \$1,858,938.64

EFT's #: 648-651
Transfers #: 1261-1268, 1272-1276
Total all funds: \$23,783.71

Resolutions

- | | |
|----------|--|
| 2023-728 | Purchase & Sale Agreement w/Port of Kennewick for Transfer of Water Rights @ the Fairgrounds |
| 2023-729 | Purchase of Office & Breakroom Furniture from Freeform for the Jail |
| 2023-730 | Contract w/Phase 2 Electric, Inc. for the Push to Talk Wireless & Cellular Project |
| 2023-731 | Establish Holidays and Hours for the Transaction of Business for 2024 |
| 2023-732 | Contract w/Altis Counseling Associates, LLC for First-Time Sex Offender Treatment |
| 2023-733 | Contract w/Columbia Private Investigation LLC for Messenger Services |
| 2023-734 | District Court Public Defense Services Agreement w/Jacinta Rodriguez Navarrete |
| 2023-735 | Third Amended Agreement w/Brian Hultgrenn for Superior Court Public Defense Services |
| 2023-736 | Final Plat of Cottonwood Creek Phase 4 – SUB 2023-003 |
| 2023-737 | Line-Item Transfer, Fund No. 1480, Dept. 121 for Overtime |
| 2023-738 | Interlocal Agreement w/the City of Benton City for Maintenance of Kendal Road |
| 2023-739 | Interlocal Agreement w/Roza Irrigation District for Joint Use of Labor, Equipment & Materials |
| 2023-740 | Amending Resolution 2023-351 Extending Expiration Date Authorizing Payment to Vital Records Control, LLC for Storage of County Records |
| 2023-741 | Authorizing Payment to MediaMax for Public Safety Sales Tax Mailers |
| 2023-742 | Contract w/MacKay & Sposito, Inc. for the Fairgrounds/Event Center Parking Lot Design |
| 2023-743 | Contract Amendment #1 w/Apollo Mechanical Contractors for the Justice Center Boiler Replacement Project |
| 2023-744 | Purchase of First Tactical Pullover Uniform Shirts from Curtis Blue Line |
| 2023-745 | Agreement w/Language Exchange, Inc. for Language Services |

- 2023-746 National Adoption Day Proclamation
- 2023-747 Appointing Jason Jansky to the Benton-Franklin Workforce Development Council
- 2023-748 Adopting an Updated Benton County Whistleblower Protection Policy; Rescinding Resolution 2017-781
- 2023-749 Interlocal Agreement with the City of Richland for Badger Mountain South Traffic Mitigation
- 2023-750 Updating the List of Surplus Real Properties

There being no further business before the Board, the meeting adjourned at approximately 9:18 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Execution of First Contract Amendment with Automatic Funds Transfer Service
Presenter:	
Prepared By:	Danielle Hayes
Reviewed By:	Bill Spencer & LeeAnn Holt
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

On December 6, 2022, The Board of Benton County Commissioners executed a contract with Automatic Funds Transfer Services- AFTS, to provide formatting, printing, and mailing of the Benton County change of value, new construction and personal property notices.

Due to an increase in postage costs, the anticipated cost of services provided under the contract exceeded the total payable amount by \$2,233.01.

Fiscal Impact

Amount: \$2,233.01

Fund: Current Expense – postage GF011424 54201

Recommendation

The Board of Benton County Commissioners approve the first amendment to the contract for Automatic Funds Transfer Services – AFTS.

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 SERVICES CONTRACT BETWEEN BENTON COUNTY AND AUTOMATIC FUNDS TRANSFER SERVICES- AFTS, TO PROVIDE FORMATTING, PRINTING AND MAILING OF THE BENTON COUNTY CHANGE OF VALUE, NEW CONSTRUCTION AND PERSONAL PROPERTY NOTICES FOR THE ASSESSOR'S OFFICE

WHEREAS, on December 6, 2022, the Board of County Commissioners, via Resolution 2022-886, entered into a Contract with Automatic Funds Transfer Services- AFTS, for formatting, printing and mailing of the Benton County Change of Value, New Construction and Personal Property notices for the Assessor's Office; and

WHEREAS, the First Contract Amendment is needed due to an increase in postage cost; and

WHEREAS, the First Amendment is permitted under Section 6(b) of the contract and is necessary to compensate the contractor for services rendered and postage paid; NOW THEREFORE

BE IT RESOLVED, that the attached First Amendment to the Services Contract between Benton County and Automatic Funds Transfer Services- AFTS is hereby approved, and the Chairman or Chairman Pro-Tem is hereby authorized to sign said Amendment; and

BE IT FURTHER RESOLVED, the not to exceed amount is increased from \$40,000.00 to \$42,233.01.

Dated this ____ day of _____, 20__

Chairman of the Board

Commissioner

Commissioner

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**FIRST CONTRACT AMENDMENT
to the
PERSONAL SERVICES CONTRACT**

THIS FIRST CONTRACT AMENDMENT made and entered into this _____ day of _____, 2023 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **AUTOMATIC FUNDS TRANSFER SERVICES, INC.**, with its principal offices at 151 S Lander Ste C, Seattle, WA 98134 (hereinafter "CONTRACTOR").

WHEREAS, the parties entered a Personal Services Contract effective as of January 1, 2023 and approved under Benton County Resolution 2022-886, (the "CONTRACT") to provide the formatting, printing, mailing of Benton County change of value, new construction and personal property notices for the Benton County Assessor's office with postage being payable at cost and a maximum total amount payable by the COUNTY to the CONTRACTOR being \$40,000.

WHEREAS, due to an increase in postage costs, the anticipated cost of services provided under the CONTRACT exceeded the total payable amount by \$2,233.01.

WHEREAS, this First Amendment is permitted under Section 6(b) of the CONTRACT and is necessary to compensate CONTRACTOR for services rendered and postage paid.

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 Section 5(b) which is amended by replacing said section with the following:

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed (\$42,233.01), including W.S.S.T., per year of the Contract.

IN WITNESS WHEREOF, said CONTRACTOR has executed this Amendment, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County.

BENTON COUNTY

AUTOMATIC FUNDS TRANSFER SERVICES, INC.

Chairman of the Board



Rick Soth

VP Business Development

Date: October 24, 2023

Date: October 24, 2023

Approved as to Form:



LeeAnn Holt, Deputy Prosecuting Attorney

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: 10/27/2023

Warrants # 250532-250692

Total of all Funds: \$1,018,050.99

EFT # 652-671

Transfers # 1277-1284, 1288-1289, 1294-1296, 1300

Total of all Funds: \$406,079.91

Commissioner _____

Commissioner _____

Commissioner _____

Date Signed _____

10/26/2023 10:16
MCN

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

250532	10/27/2023	PRTD	105656	9 N WAVERLY PL LLC	10/10/2023	102723	850.00
					CHECK	250532 TOTAL:	850.00
250533	10/27/2023	PRTD	100066	ADJ INVESTOR GROUP LLC	10/10/2023	102723	929.00
					CHECK	250533 TOTAL:	929.00
250534	10/27/2023	PRTD	100067	ADKINS, GARY	10/10/2023	102723	995.00
				ADKINS, GARY	10/10/2023	102723	1,095.00
					CHECK	250534 TOTAL:	2,090.00
250535	10/27/2023	PRTD	100097	ALBERTSONS LLC	10/11/2023	102723	54.52
				ALBERTSONS LLC	10/11/2023	102723	61.00
				ALBERTSONS LLC	10/11/2023	102723	20.58
				ALBERTSONS LLC	10/11/2023	102723	69.61
					CHECK	250535 TOTAL:	205.71
250536	10/27/2023	PRTD	101320	ALYSON MANOR MOBILE ESTATES	10/10/2023	102723	649.00
					CHECK	250536 TOTAL:	649.00
250537	10/27/2023	PRTD	101340	AMERICAN RADIATOR INC	10/16/2023	102723	921.12
					CHECK	250537 TOTAL:	921.12
250538	10/27/2023	PRTD	101346	AMERICANA APTS, INC.	10/10/2023	102723	904.00
				AMERICANA APTS, INC.	10/06/2023	102723	1,024.00
				AMERICANA APTS, INC.	10/06/2023	102723	1,082.48
					CHECK	250538 TOTAL:	3,010.48
250539	10/27/2023	PRTD	105882	ANTONIA RUTH GARCIA	10/17/2023	102723	750.00
					CHECK	250539 TOTAL:	750.00

10/26/2023 10:16 |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
250540	10/27/2023	PRTD	105882	ANTONIA RUTH GARCIA	10/17/2023		102723	750.00
					CHECK	250540	TOTAL:	750.00
250541	10/27/2023	PRTD	101365	APOLLO HEATING & AIR CONDITION	10/12/2023		102723	264.44
				APOLLO HEATING & AIR CONDITION	10/12/2023		102723	35,967.31
					CHECK	250541	TOTAL:	36,231.75
250542	10/27/2023	PRTD	101364	APOLLO MECHANICAL CONTRACTORS	09/29/2023	23100014	102723	39,018.42
					CHECK	250542	TOTAL:	39,018.42
250543	10/27/2023	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	10/18/2023		102723	24,363.87
					CHECK	250543	TOTAL:	24,363.87
250544	10/27/2023	PRTD	105618	ARG INDUSTRIAL	10/13/2023		102723	60.46
					CHECK	250544	TOTAL:	60.46
250545	10/27/2023	PRTD	101059	AUTO RESCUE LLC	10/09/2023		102723	378.28
				AUTO RESCUE LLC	09/28/2023		102723	108.70
					CHECK	250545	TOTAL:	486.98
250546	10/27/2023	PRTD	101557	B F COMMUNITY ACTION COMMITTEE	10/10/2023		102723	16,811.76
					CHECK	250546	TOTAL:	16,811.76
250547	10/27/2023	PRTD	101556	B F DOMESTIC VIOLENCE SERVICES	10/10/2023		102723	12,812.16
					CHECK	250547	TOTAL:	12,812.16
250548	10/27/2023	PRTD	101550	B-F HEALTH DISTRICT CENTER	10/23/2023		102723	33,048.50
				B-F HEALTH DISTRICT CENTER	10/23/2023		102723	3,946.25
					CHECK	250548	TOTAL:	36,994.75

10/26/2023 10:16
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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

250549	10/27/2023	PRTD	104770	BADGER MOUNTAIN ICG LLC	10/18/2023		102723	931.00
				BADGER MOUNTAIN ICG LLC	10/18/2023		102723	931.00
				BADGER MOUNTAIN ICG LLC	10/18/2023		102723	931.00
					CHECK	250549	TOTAL:	2,793.00
250550	10/27/2023	PRTD	101583	BETTENDORF'S PRINTING & DESIGN, LLC	10/16/2023		102723	573.93
				BETTENDORF'S PRINTING & DESIGN, LLC	10/20/2023		102723	39.13
					CHECK	250550	TOTAL:	613.06
250551	10/27/2023	PRTD	101597	BLACK KNIGHT EMBLEM & INSIGNIA, LLC	09/28/2023		102723	976.86
					CHECK	250551	TOTAL:	976.86
250552	10/27/2023	PRTD	100941	BM LANGUAGE SERVICES	10/13/2023		102723	390.00
					CHECK	250552	TOTAL:	390.00
250553	10/27/2023	PRTD	101654	BROADMOOR APT, THE	10/16/2023		102723	1,714.00
				BROADMOOR APT, THE	10/16/2023		102723	1,714.00
				BROADMOOR APT, THE	10/16/2023		102723	1,714.00
				BROADMOOR APT, THE	09/26/2023		102723	1,605.00
				BROADMOOR APT, THE	09/26/2023		102723	1,605.00
					CHECK	250553	TOTAL:	8,352.00
250554	10/27/2023	PRTD	101662	BRUCE HEATING & AIR, CONDITIONING I	09/28/2023		102723	1,762.90
					CHECK	250554	TOTAL:	1,762.90
250555	10/27/2023	PRTD	105883	BRUCE L JOHNSON	10/18/2023		102723	1,000.00
				BRUCE L JOHNSON	10/18/2023		102723	1,000.00
				BRUCE L JOHNSON	10/18/2023		102723	1,000.00
				BRUCE L JOHNSON	10/18/2023		102723	1,000.00

10/26/2023 10:16 | 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
				CHECK		250555 TOTAL:	4,000.00
250556	10/27/2023	PRTD	101663 BRUTZMANS INC	10/24/2023		102723	29,946.91
				CHECK		250556 TOTAL:	29,946.91
250557	10/27/2023	PRTD	105445 BUD CLARY FORD/HYUNDAI	10/18/2023		102723	53,897.38
				CHECK		250557 TOTAL:	53,897.38
250558	10/27/2023	PRTD	101675 BUILDERS' HARDWARE & SUPPLY CO, INC	09/20/2023		102723	3,026.80
				CHECK		250558 TOTAL:	3,026.80
250559	10/27/2023	PRTD	101677 BUNKER, THE	10/02/2023		102723	270.01
			BUNKER, THE	10/02/2023		102723	166.30
			BUNKER, THE	10/06/2023		102723	88.97
			BUNKER, THE	10/06/2023		102723	24.46
			BUNKER, THE	10/06/2023		102723	27.72
				CHECK		250559 TOTAL:	577.46
250560	10/27/2023	PRTD	101895 C I INFORMATION MANAGEMENT	09/30/2023		102723	148.68
			C I INFORMATION MANAGEMENT	09/30/2023		102723	29.74
				CHECK		250560 TOTAL:	178.42
250561	10/27/2023	PRTD	101018 CADD MICROSYSTEMS INC	08/30/2023		102723	537.84
				CHECK		250561 TOTAL:	537.84
250562	10/27/2023	PRTD	101726 CAREER PATH SERVICES, EMPLOYMENT AN	10/16/2023		102723	894.12
				CHECK		250562 TOTAL:	894.12
250563	10/27/2023	PRTD	101750 CASCADE NATURAL GAS CORP	10/11/2023		102723	85.82
			CASCADE NATURAL GAS CORP	10/11/2023		102723	94.91

10/26/2023 10:16 |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

			CHECK	250563 TOTAL:	180.73
250564	10/27/2023	PRTD 105603 CCG MORAIN ESTATES SPONSOR LLC	10/10/2023	102723	1,195.00
			CHECK	250564 TOTAL:	1,195.00
250565	10/27/2023	PRTD 101770 CENTER POINTE APARTMENTS	10/17/2023	102723	200.00
		CENTER POINTE APARTMENTS	10/17/2023	102723	920.39
			CHECK	250565 TOTAL:	1,120.39
250566	10/27/2023	PRTD 101770 CENTER POINTE APARTMENTS	10/17/2023	102723	1,206.00
			CHECK	250566 TOTAL:	1,206.00
250567	10/27/2023	PRTD 105879 CHANDLER A JONES	10/11/2023	102723	741.09
		CHANDLER A JONES	10/11/2023	102723	1,128.50
			CHECK	250567 TOTAL:	1,869.59
250568	10/27/2023	PRTD 105879 CHANDLER A JONES	10/11/2023	102723	1,165.94
			CHECK	250568 TOTAL:	1,165.94
250569	10/27/2023	PRTD 101814 CINTAS CORPORATION	10/10/2023	102723	186.76
			CHECK	250569 TOTAL:	186.76
250570	10/27/2023	PRTD 101818 CITY OF KENNEWICK	10/02/2023	102723	15,502.00
		CITY OF KENNEWICK	10/18/2023	102723	482.50
		CITY OF KENNEWICK	10/07/2023	102723	5,508.45
			CHECK	250570 TOTAL:	21,492.95
250571	10/27/2023	PRTD 101825 CITY OF RICHLAND, C/O FINANCE DEPT	10/06/2023	102723	131,939.41
			CHECK	250571 TOTAL:	131,939.41

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	INV DATE	PO	CHECK	NET
250572 10/27/2023 PRTD 104745 CLARY LONGVIEW LLC	10/18/2023		102723	31,274.04
	CHECK		250572 TOTAL:	31,274.04
250573 10/27/2023 PRTD 101842 CLEARWATER SQUARE APTS	10/05/2023		102723	895.00
CLEARWATER SQUARE APTS	10/05/2023		102723	1,175.75
	CHECK		250573 TOTAL:	2,070.75
250574 10/27/2023 PRTD 101860 COLEMAN OIL COMPANY	10/15/2023		102723	253.18
COLEMAN OIL COMPANY	09/30/2023		102723	16,476.06
COLEMAN OIL COMPANY	10/15/2023		102723	13,827.14
COLEMAN OIL COMPANY	08/31/2023		102723	54.27
COLEMAN OIL COMPANY	10/15/2023		102723	623.18
COLEMAN OIL COMPANY	10/15/2023		102723	38.15
	CHECK		250574 TOTAL:	31,271.98
250575 10/27/2023 PRTD 101913 COMPUNET, INC	09/06/2023		102723	12,273.48
COMPUNET, INC	10/06/2023		102723	31,594.57
	CHECK		250575 TOTAL:	43,868.05
250576 10/27/2023 PRTD 101918 CONNELL OIL INC	09/30/2023		102723	1,702.13
CONNELL OIL INC	10/02/2023		102723	349.15
CONNELL OIL INC	09/30/2023		102723	2,758.71
CONNELL OIL INC	10/15/2023		102723	2,490.03
CONNELL OIL INC	10/11/2023		102723	88.14
CONNELL OIL INC	10/15/2023		102723	164.59
	CHECK		250576 TOTAL:	7,552.75

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
250577 10/27/2023 PRTD 101927 CONSOLIDATED SUPPLY CO	10/11/2023		102723	265.58
	CHECK	250577 TOTAL:		265.58
250578 10/27/2023 PRTD 101939 COPPER MOUNTAIN APARTMENTS LLC	10/17/2023		102723	175.00
COPPER MOUNTAIN APARTMENTS LLC	10/17/2023		102723	1,160.00
COPPER MOUNTAIN APARTMENTS LLC	10/17/2023		102723	1,160.00
COPPER MOUNTAIN APARTMENTS LLC	10/17/2023		102723	1,260.00
COPPER MOUNTAIN APARTMENTS LLC	10/17/2023		102723	1,260.00
COPPER MOUNTAIN APARTMENTS LLC	10/17/2023		102723	1,191.00
	CHECK	250578 TOTAL:		6,206.00
250579 10/27/2023 PRTD 101938 COPPER RIDGE APARTMENTS	10/10/2023		102723	884.00
	CHECK	250579 TOTAL:		884.00
250580 10/27/2023 PRTD 101950 CORWIN FORD - TRI-CITIES	08/22/2023		102723	112.54
CORWIN FORD - TRI-CITIES	08/23/2023		102723	-112.54
CORWIN FORD - TRI-CITIES	08/23/2023		102723	-5.38
CORWIN FORD - TRI-CITIES	08/23/2023		102723	5.38
CORWIN FORD - TRI-CITIES	10/03/2023		102723	9.70
CORWIN FORD - TRI-CITIES	10/03/2023		102723	-9.70
CORWIN FORD - TRI-CITIES	10/12/2023		102723	204.53
CORWIN FORD - TRI-CITIES	10/13/2023		102723	20.08
CORWIN FORD - TRI-CITIES	10/13/2023		102723	419.51
CORWIN FORD - TRI-CITIES	10/17/2023		102723	292.02
	CHECK	250580 TOTAL:		936.14
250581 10/27/2023 PRTD 105862 COUNTY OF SANTA BARBARA	09/25/2023		102723	40.00

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CASH ACCOUNT: 99900000 11120 AP check Claims Clearing
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				INV DATE	PO	CHECK	NET
				CHECK	250581	TOTAL:	40.00
250582	10/27/2023	PRTD 101995	CROWN PAPER & JANITORIAL, SUPPLY	10/18/2023		102723	18.91
				CHECK	250582	TOTAL:	18.91
250583	10/27/2023	PRTD 100175	CROWN VILLAGE KENNEWICK LLC	10/20/2023		102723	1,050.00
			CROWN VILLAGE KENNEWICK LLC	10/20/2023		102723	1,050.00
			CROWN VILLAGE KENNEWICK LLC	10/20/2023		102723	1,050.00
				CHECK	250583	TOTAL:	3,150.00
250584	10/27/2023	PRTD 101999	CRYSTAL SPRINGS	10/22/2023		102723	17.76
				CHECK	250584	TOTAL:	17.76
250585	10/27/2023	PRTD 102002	CULLIGAN WATER CONDITION	10/18/2023		102723	204.53
			CULLIGAN WATER CONDITION	10/18/2023		102723	59.74
			CULLIGAN WATER CONDITION	10/18/2023		102723	32.61
				CHECK	250585	TOTAL:	296.88
250586	10/27/2023	PRTD 102018	D M C M A	10/20/2023		102723	250.00
			D M C M A	10/20/2023		102723	250.00
			D M C M A	10/24/2023		102723	250.00
				CHECK	250586	TOTAL:	750.00
250587	10/27/2023	PRTD 102040	DAY WIRELESS SYSTEMS	08/28/2023		102723	462.83
			DAY WIRELESS SYSTEMS	08/29/2023		102723	-462.83
			DAY WIRELESS SYSTEMS	07/24/2023		102723	8,602.67
				CHECK	250587	TOTAL:	8,602.67
250588	10/27/2023	PRTD 104796	DELTA COMMERCIAL REALTY INC	10/23/2023		102723	1,206.00
			DELTA COMMERCIAL REALTY INC	10/23/2023		102723	1,206.00

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
DELTA COMMERCIAL REALTY INC	10/23/2023		102723	1,206.00
DELTA COMMERCIAL REALTY INC	10/23/2023		102723	1,206.00
	CHECK	250588	TOTAL:	4,824.00
250589 10/27/2023 PRD 102102 DIRECT AUTOMOTIVE DISTRIBUTING	09/22/2023		102723	113.46
DIRECT AUTOMOTIVE DISTRIBUTING	09/26/2023		102723	519.74
DIRECT AUTOMOTIVE DISTRIBUTING	10/04/2023		102723	126.59
DIRECT AUTOMOTIVE DISTRIBUTING	10/10/2023		102723	-16.00
DIRECT AUTOMOTIVE DISTRIBUTING	10/11/2023		102723	253.00
DIRECT AUTOMOTIVE DISTRIBUTING	09/29/2023		102723	411.46
DIRECT AUTOMOTIVE DISTRIBUTING	09/29/2023		102723	287.34
DIRECT AUTOMOTIVE DISTRIBUTING	08/31/2023		102723	94.18
DIRECT AUTOMOTIVE DISTRIBUTING	08/31/2023		102723	26.85
DIRECT AUTOMOTIVE DISTRIBUTING	10/12/2023		102723	54.26
DIRECT AUTOMOTIVE DISTRIBUTING	10/17/2023		102723	84.10
DIRECT AUTOMOTIVE DISTRIBUTING	10/09/2023		102723	152.74
	CHECK	250589	TOTAL:	2,107.72
250590 10/27/2023 PRD 102180 EL DORADO TOWNHOUSES	10/10/2023		102723	1,300.00
	CHECK	250590	TOTAL:	1,300.00
250591 10/27/2023 PRD 104850 ERGON ASPHALT & EMULSIONS INC	10/05/2023		102723	11,087.27
ERGON ASPHALT & EMULSIONS INC	10/06/2023		102723	-1,302.06
	CHECK	250591	TOTAL:	9,785.21
250592 10/27/2023 PRD 101354 EUROFINS ANA LABORATORIES INC	09/25/2023		102723	330.00
	CHECK	250592	TOTAL:	330.00

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	INV DATE	PO	CHECK	NET
250593 10/27/2023 PRTD 102864 FEDEX KINKO'S INC., CUSTOMER ADMIN	10/01/2023		102723	217.11
	CHECK		250593 TOTAL:	217.11
250594 10/27/2023 PRTD 102299 FIKES NORTHWEST CORP	10/10/2023		102723	60.52
	CHECK		250594 TOTAL:	60.52
250595 10/27/2023 PRTD 102323 FIRST CHOICE PROPERTIES, LLC	09/04/2023		102723	1,600.00
	CHECK		250595 TOTAL:	1,600.00
250596 10/27/2023 PRTD 102326 FISHER SCIENTIFIC COMPANY, LLC	10/06/2023		102723	34,639.16
	CHECK		250596 TOTAL:	34,639.16
250597 10/27/2023 PRTD 102374 FRED MEYER STORES	10/11/2023		102723	100.00
FRED MEYER STORES	10/11/2023		102723	125.00
FRED MEYER STORES	10/11/2023		102723	300.00
FRED MEYER STORES	10/11/2023		102723	200.00
FRED MEYER STORES	10/11/2023		102723	105.00
	CHECK		250597 TOTAL:	830.00
250598 10/27/2023 PRTD 102384 FRONTIER FENCE INC	10/18/2023		102723	2,010.00
FRONTIER FENCE INC	10/18/2023		102723	2,073.75
	CHECK		250598 TOTAL:	4,083.75
250599 10/27/2023 PRTD 105441 GLATZER LAW OFFICE PLLC	10/01/2023		102723	12,116.67
	CHECK		250599 TOTAL:	12,116.67
250600 10/27/2023 PRTD 100741 GLEASON LAW OFFICE LLC	10/01/2023		102723	11,400.00
	CHECK		250600 TOTAL:	11,400.00

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
250601 10/27/2023 PRTD 102460 GOODWILL INDUSTRIES OF THE, COLUMBI	10/10/2023		102723	1,505.87
	CHECK		250601 TOTAL:	1,505.87
250602 10/27/2023 PRTD 102485 GREEN DRAGON INVESTMENTS, LLC	10/10/2023		102723	1,200.00
	CHECK		250602 TOTAL:	1,200.00
250603 10/27/2023 PRTD 105659 GROWING FORWARD SERVICES LLC	10/08/2023		102723	1,350.00
	CHECK		250603 TOTAL:	1,350.00
250604 10/27/2023 PRTD 105599 H&L AUTO GLASS LLC	10/11/2023		102723	737.48
H&L AUTO GLASS LLC	10/11/2023		102723	332.89
H&L AUTO GLASS LLC	10/11/2023		102723	32.43
	CHECK		250604 TOTAL:	1,102.80
250605 10/27/2023 PRTD 100791 HEATHERSTONE PRESERVATION LP	10/10/2023		102723	665.00
HEATHERSTONE PRESERVATION LP	08/31/2023		102723	588.00
HEATHERSTONE PRESERVATION LP	08/31/2023		102723	974.00
	CHECK		250605 TOTAL:	2,227.00
250606 10/27/2023 PRTD 105248 HILL INTERNATIONAL INC	09/15/2023		102723	5,398.63
HILL INTERNATIONAL INC	10/11/2023		102723	3,442.82
	CHECK		250606 TOTAL:	8,841.45
250607 10/27/2023 PRTD 102637 HORN, WILLIAM J	10/19/2023		102723	626.00
	CHECK		250607 TOTAL:	626.00
250608 10/27/2023 PRTD 102668 IAAO	10/19/2023		102723	240.00
	CHECK		250608 TOTAL:	240.00

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	INV DATE	PO	CHECK	NET
250609 10/27/2023 PRD 102749 INSTRUMENT SALES AND SERVICES , INC	10/02/2023		102723	645.82
	CHECK	250609	TOTAL:	645.82
250610 10/27/2023 PRD 102717 INTERMOUNTAIN SIGN & SAFETY, INC	10/06/2023		102723	48,872.01
	CHECK	250610	TOTAL:	48,872.01
250611 10/27/2023 PRD 105461 IRVING PLACE APARTMENTS	10/19/2023		102723	40.00
	CHECK	250611	TOTAL:	40.00
250612 10/27/2023 PRD 102759 J & L HYDRAULICS, INC	10/13/2023		102723	47.20
	CHECK	250612	TOTAL:	47.20
250613 10/27/2023 PRD 102764 JADWIN STEVENS APARTMENTS	10/10/2023		102723	1,105.00
JADWIN STEVENS APARTMENTS	10/20/2023		102723	270.00
	CHECK	250613	TOTAL:	1,375.00
250614 10/27/2023 PRD 102764 JADWIN STEVENS APARTMENTS	10/20/2023		102723	1,000.00
	CHECK	250614	TOTAL:	1,000.00
250615 10/27/2023 PRD 105817 JAIME ASTORGA	10/11/2023		102723	500.00
	CHECK	250615	TOTAL:	500.00
250616 10/27/2023 PRD 102778 JIM'S PACIFIC GARAGES, INC	09/27/2023		102723	565.54
JIM'S PACIFIC GARAGES, INC	09/22/2023		102723	92.40
JIM'S PACIFIC GARAGES, INC	10/11/2023		102723	383.28
JIM'S PACIFIC GARAGES, INC	10/17/2023		102723	243.40
JIM'S PACIFIC GARAGES, INC	10/11/2023		102723	275.01
JIM'S PACIFIC GARAGES, INC	10/10/2023		102723	-70.05
JIM'S PACIFIC GARAGES, INC	10/12/2023		102723	539.75

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	INV DATE	PO	CHECK	NET
JIM'S PACIFIC GARAGES, INC	10/17/2023		102723	17.07
	CHECK	250616	TOTAL:	2,046.40
250617 10/27/2023 PRTD 105834 JL SQUARED LLC	10/21/2023		102723	1,870.00
	CHECK	250617	TOTAL:	1,870.00
250618 10/27/2023 PRTD 102784 JOB'S NURSERY	09/19/2023		102723	150.00
	CHECK	250618	TOTAL:	150.00
250619 10/27/2023 PRTD 102793 JOHNSON & ORR PLLC	10/01/2023		102723	6,314.00
	CHECK	250619	TOTAL:	6,314.00
250620 10/27/2023 PRTD 102823 KAMIAKIN APTS	10/10/2023		102723	1,089.00
KAMIAKIN APTS	10/18/2023		102723	1,089.00
KAMIAKIN APTS	10/18/2023		102723	662.00
KAMIAKIN APTS	10/18/2023		102723	662.00
	CHECK	250620	TOTAL:	3,502.00
250621 10/27/2023 PRTD 104935 KBT DISTRIBUTING LLC	10/11/2023		102723	13,334.27
	CHECK	250621	TOTAL:	13,334.27
250622 10/27/2023 PRTD 102826 KEEFE COMMISSARY NETWORK, LLC	10/16/2023		102723	-21.85
KEEFE COMMISSARY NETWORK, LLC	10/18/2023		102723	5,531.96
KEEFE COMMISSARY NETWORK, LLC	10/18/2023		102723	-692.08
	CHECK	250622	TOTAL:	4,818.03
250623 10/27/2023 PRTD 100447 LAKESIDE KENNEWICK LLC	10/10/2023		102723	1,174.50
	CHECK	250623	TOTAL:	1,174.50

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				INV DATE	PO	CHECK	NET
250624	10/27/2023	PRTD 103004	LITHIA CHRYSLER JEEP, DODGE OF TRI-	10/09/2023		102723	383.44
				CHECK		250624 TOTAL:	383.44
250625	10/27/2023	PRTD 103018	LOURDES COUNSELING CENTER	10/08/2023		102723	2,770.08
				CHECK		250625 TOTAL:	2,770.08
250626	10/27/2023	PRTD 105617	MACKAY & SPOSITO INC	09/28/2023		102723	735.00
			MACKAY & SPOSITO INC	09/28/2023		102723	2,385.00
				CHECK		250626 TOTAL:	3,120.00
250627	10/27/2023	PRTD 105824	MARIA A RIOS MARROQUIN	10/10/2023		102723	951.00
				CHECK		250627 TOTAL:	951.00
250628	10/27/2023	PRTD 105791	MARYBETH BERNEY LMT PLLC	10/19/2023		102723	83.00
				CHECK		250628 TOTAL:	83.00
250629	10/27/2023	PRTD 103108	MASON, JOHN	10/10/2023		102723	1,500.00
				CHECK		250629 TOTAL:	1,500.00
250630	10/27/2023	PRTD 103044	MC CURLEY INTEGRITY DEALERSHIP, LLC	10/11/2023		102723	182.34
				CHECK		250630 TOTAL:	182.34
250631	10/27/2023	PRTD 103119	MEADOW PARK APARTMENTS	10/05/2023		102723	1,485.00
				CHECK		250631 TOTAL:	1,485.00
250632	10/27/2023	PRTD 103119	MEADOW PARK APARTMENTS	10/05/2023		102723	475.00
				CHECK		250632 TOTAL:	475.00
250633	10/27/2023	PRTD 103131	MEIER ARCHITECTURE ENGINEERING	10/18/2023		102723	2,500.00

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			CHECK	250633 TOTAL:	2,500.00
250634	10/27/2023	PRTD 103134 MEL'S INTERCITY TOWING	10/06/2023	102723	122.29
			CHECK	250634 TOTAL:	122.29
250635	10/27/2023	PRTD 103161 MIGHTY JOHNS PORTABLE TOILET , & S	09/25/2023	102723	62.50
			CHECK	250635 TOTAL:	62.50
250636	10/27/2023	PRTD 103175 MINUTEMAN PRESS OF KENNEWICK	10/17/2023	102723	53.63
			CHECK	250636 TOTAL:	53.63
250637	10/27/2023	PRTD 103189 MONARCH MACHINE & TOOL CO INC	10/10/2023	102723	462.82
			CHECK	250637 TOTAL:	462.82
250638	10/27/2023	PRTD 103210 MOTOROLA SOLUTIONS, INC	09/20/2023	102723	6,035.83
			CHECK	250638 TOTAL:	6,035.83
250639	10/27/2023	PRTD 103222 MUNOZ, RENEE LYNN	10/17/2023	102723	78.00
			CHECK	250639 TOTAL:	78.00
250640	10/27/2023	PRTD 103248 NAPA-PROSSER	08/16/2023	102723	24.02
			CHECK	250640 TOTAL:	24.02
250641	10/27/2023	PRTD 101063 NW GR8 PROPERTY LLC	10/09/2023	102723	632.00
			CHECK	250641 TOTAL:	632.00
250642	10/27/2023	PRTD 103376 O L LUTHER CO INC	10/04/2023	102723	362.88
		O L LUTHER CO INC	10/04/2023	102723	378.60
		O L LUTHER CO INC	10/09/2023	102723	477.79
		O L LUTHER CO INC	10/12/2023	102723	366.51

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
	CHECK	250642	TOTAL:	1,585.78
250643 10/27/2023 PRD 999999 Alex Spearman	10/17/2023		102723	200.00
	CHECK	250643	TOTAL:	200.00
250644 10/27/2023 PRD 999999 Luran and Will Wang	10/24/2023		102723	3,906.80
	CHECK	250644	TOTAL:	3,906.80
250645 10/27/2023 PRD 103393 ORCHARD HILLS APARTMENTS LLC	10/16/2023		102723	1,087.00
ORCHARD HILLS APARTMENTS LLC	10/16/2023		102723	1,087.00
	CHECK	250645	TOTAL:	2,174.00
250646 10/27/2023 PRD 103393 ORCHARD HILLS APARTMENTS LLC	10/16/2023		102723	1,087.00
	CHECK	250646	TOTAL:	1,087.00
250647 10/27/2023 PRD 103450 OXFORD HOUSE BELLAS	10/18/2023		102723	532.00
OXFORD HOUSE BELLAS	10/18/2023		102723	500.00
	CHECK	250647	TOTAL:	1,032.00
250648 10/27/2023 PRD 100659 P AND L LAND COMPANY LLC	10/18/2023		102723	245.00
	CHECK	250648	TOTAL:	245.00
250649 10/27/2023 PRD 103469 PACIFIC OFFICE AUTOMATION, INC	10/15/2023		102723	171.12
PACIFIC OFFICE AUTOMATION, INC	10/15/2023		102723	7.23
PACIFIC OFFICE AUTOMATION, INC	10/11/2023		102723	45.48
	CHECK	250649	TOTAL:	223.83
250650 10/27/2023 PRD 103483 PAPE' MACHINERY, INC	09/27/2023		102723	462.07
	CHECK	250650	TOTAL:	462.07

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250651	10/27/2023	PRTD 103500	PASCO TIRE FACTORY, INC	09/28/2023		102723	4,768.91
			PASCO TIRE FACTORY, INC	09/25/2023		102723	2,967.67
				CHECK	250651 TOTAL:		7,736.58
250652	10/27/2023	PRTD 103453	PBS ENGINEERING &, ENVIRONMENTAL	09/28/2023		102723	3,400.50
			PBS ENGINEERING &, ENVIRONMENTAL	09/28/2023		102723	9,800.00
				CHECK	250652 TOTAL:		13,200.50
250653	10/27/2023	PRTD 103526	PENSER NORTHAMERICA, INC.	10/31/2023		102723	2,590.00
				CHECK	250653 TOTAL:		2,590.00
250654	10/27/2023	PRTD 103652	PITNEY BOWES PURCHASE POWER	09/14/2023		102723	3,522.42
			PITNEY BOWES PURCHASE POWER	10/15/2023		102723	1,138.57
				CHECK	250654 TOTAL:		4,660.99
250655	10/27/2023	PRTD 103613	PROCLAIM, INC	09/05/2023		102723	780.00
				CHECK	250655 TOTAL:		780.00
250656	10/27/2023	PRTD 100835	PRONTO PROCESS SERVICE	09/08/2023		102723	30.00
			PRONTO PROCESS SERVICE	08/31/2023		102723	30.00
			PRONTO PROCESS SERVICE	09/15/2023		102723	30.00
			PRONTO PROCESS SERVICE	09/05/2023		102723	30.00
			PRONTO PROCESS SERVICE	09/05/2023		102723	45.00
			PRONTO PROCESS SERVICE	09/13/2023		102723	45.00
			PRONTO PROCESS SERVICE	09/27/2023		102723	45.00
			PRONTO PROCESS SERVICE	10/02/2023		102723	30.00
			PRONTO PROCESS SERVICE	09/13/2023		102723	45.00
			PRONTO PROCESS SERVICE	09/29/2023		102723	45.00

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
PRONTO PROCESS SERVICE	09/20/2023		102723	30.00
PRONTO PROCESS SERVICE	09/20/2023		102723	30.00
PRONTO PROCESS SERVICE	09/15/2023		102723	45.00
PRONTO PROCESS SERVICE	10/02/2023		102723	45.00
PRONTO PROCESS SERVICE	09/18/2023		102723	45.00
PRONTO PROCESS SERVICE	09/18/2023		102723	45.00
PRONTO PROCESS SERVICE	09/27/2023		102723	45.00
PRONTO PROCESS SERVICE	10/02/2023		102723	30.00
PRONTO PROCESS SERVICE	09/28/2023		102723	25.00
	CHECK	250656	TOTAL:	715.00
250657 10/27/2023 PRTD 105271 QUANTUM LEGAL PLLC	10/01/2023		102723	7,600.05
	CHECK	250657	TOTAL:	7,600.05
250658 10/27/2023 PRTD 103686 RAMON, BERTHA	10/01/2023		102723	1,500.00
RAMON, BERTHA	10/25/2023		102723	6,450.00
	CHECK	250658	TOTAL:	7,950.00
250659 10/27/2023 PRTD 103748 RICHLAND MOBILE HOME PARK	10/10/2023		102723	600.00
	CHECK	250659	TOTAL:	600.00
250660 10/27/2023 PRTD 103755 RICOH USA, INC	10/04/2023		102723	322.67
RICOH USA, INC	10/04/2023		102723	1,218.83
RICOH USA, INC	10/13/2023		102723	124.56
RICOH USA, INC	10/13/2023		102723	335.42
RICOH USA, INC	10/13/2023		102723	698.03
RICOH USA, INC	10/09/2023		102723	105.27
RICOH USA, INC	07/07/2023		102723	318.17

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

			RICOH USA, INC	07/10/2023		102723	452.24
			RICOH USA, INC	08/10/2023		102723	452.24
			RICOH USA, INC	07/14/2023		102723	1,624.68
			RICOH USA, INC	08/16/2023		102723	1,624.68
			RICOH USA, INC	07/14/2023		102723	53.12
			RICOH USA, INC	08/16/2023		102723	53.12
			RICOH USA, INC	09/08/2023		102723	452.24
			RICOH USA, INC	09/16/2023		102723	1,624.68
			RICOH USA, INC	09/16/2023		102723	53.12
			RICOH USA, INC	10/01/2023		102723	10.77
			RICOH USA, INC	10/10/2023		102723	456.40
				CHECK	250660	TOTAL:	9,980.24
250661	10/27/2023	PRTD	103850 SALT DISTRIBUTORS INC	10/10/2023		102723	18,152.58
				CHECK	250661	TOTAL:	18,152.58
250662	10/27/2023	PRTD	103889 SENSKE LAWN & TREE CARE INC	10/18/2023		102723	286.42
				CHECK	250662	TOTAL:	286.42
250663	10/27/2023	PRTD	103912 SHI INTERNATIONAL CORP	07/14/2023		102723	31,800.74
			SHI INTERNATIONAL CORP	10/02/2023		102723	17,166.76
			SHI INTERNATIONAL CORP	10/18/2023		102723	9,897.62
				CHECK	250663	TOTAL:	58,865.12
250664	10/27/2023	PRTD	103926 SILVER CREEK APARTMENTS	10/10/2023		102723	970.00
				CHECK	250664	TOTAL:	970.00
250665	10/27/2023	PRTD	103930 SINCLAIR, IAN	10/01/2023		102723	12,666.67

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CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing
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	INV DATE	PO	CHECK	NET
	CHECK	250665	TOTAL:	12,666.67
250666 10/27/2023 PRTD 104016 SPRING MEADOW APARTMENTS	10/19/2023		102723	1,056.00
	CHECK	250666	TOTAL:	1,056.00
250667 10/27/2023 PRTD 105680 STALKER RADAR	10/05/2023		102723	148.70
	CHECK	250667	TOTAL:	148.70
250668 10/27/2023 PRTD 103909 STARLITE MOTEL	10/12/2023		102723	950.00
STARLITE MOTEL	10/12/2023		102723	950.00
STARLITE MOTEL	10/17/2023		102723	950.00
STARLITE MOTEL	10/17/2023		102723	950.00
STARLITE MOTEL	10/17/2023		102723	950.00
STARLITE MOTEL	10/17/2023		102723	950.00
STARLITE MOTEL	10/17/2023		102723	950.00
STARLITE MOTEL	10/13/2023		102723	950.00
STARLITE MOTEL	10/18/2023		102723	950.00
	CHECK	250668	TOTAL:	8,550.00
250669 10/27/2023 PRTD 104051 STEPHENSON COMPUTER CONSULTING, INC	10/06/2023		102723	680.00
	CHECK	250669	TOTAL:	680.00
250670 10/27/2023 PRTD 104077 SUNBELT RENTALS INC	07/25/2023		102723	6,068.41
	CHECK	250670	TOTAL:	6,068.41
250671 10/27/2023 PRTD 104093 SUPPORT, ADVOCACY AND	08/31/2023		102723	5,704.76
	CHECK	250671	TOTAL:	5,704.76
250672 10/27/2023 PRTD 104106 T-MOBILE USA	09/26/2023		102723	50.00
T-MOBILE USA	08/31/2023		102723	450.00

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

INV DATE PO CHECK NET

		CHECK	250672 TOTAL:	500.00
250673	10/27/2023 PRTD 104116 TAHITIAN MOTOR INN	10/09/2023	102723	1,284.00
	TAHITIAN MOTOR INN	10/09/2023	102723	1,465.00
	TAHITIAN MOTOR INN	10/09/2023	102723	1,465.00
	TAHITIAN MOTOR INN	10/09/2023	102723	1,284.00
	TAHITIAN MOTOR INN	10/09/2023	102723	1,284.00
	TAHITIAN MOTOR INN	10/09/2023	102723	1,000.48
	TAHITIAN MOTOR INN	10/17/2023	102723	1,000.48
		CHECK	250673 TOTAL:	8,782.96
250674	10/27/2023 PRTD 105751 TANGLEWOOD APARTMENTS	10/18/2023	102723	115.46
	TANGLEWOOD APARTMENTS	10/18/2023	102723	200.23
	TANGLEWOOD APARTMENTS	10/18/2023	102723	1,425.00
		CHECK	250674 TOTAL:	1,740.69
250675	10/27/2023 PRTD 104119 TANKMAX INC	10/12/2023	102723	876.61
		CHECK	250675 TOTAL:	876.61
250676	10/27/2023 PRTD 100512 THE VINEYARDS APARTMENTS	10/18/2023	102723	1,224.00
	THE VINEYARDS APARTMENTS	10/18/2023	102723	1,224.00
	THE VINEYARDS APARTMENTS	10/18/2023	102723	236.49
		CHECK	250676 TOTAL:	2,684.49
250677	10/27/2023 PRTD 104208 TRI-CITIES MONITORING, INC	10/19/2023	102723	6,439.17
		CHECK	250677 TOTAL:	6,439.17
250678	10/27/2023 PRTD 104226 TRI-CITY HERALD	09/30/2023	102723	333.20

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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	250678	TOTAL:	333.20
250679 10/27/2023 PRD 104255 TWIN CITY METALS INC	09/29/2023		102723	16.31
	CHECK	250679	TOTAL:	16.31
250680 10/27/2023 PRD 104257 TYLER TECHNOLOGIES, INC	10/11/2023		102723	4,440.00
TYLER TECHNOLOGIES, INC	07/12/2023		102723	4,440.00
TYLER TECHNOLOGIES, INC	07/31/2023		102723	740.00
TYLER TECHNOLOGIES, INC	10/04/2023		102723	740.00
TYLER TECHNOLOGIES, INC	10/18/2023		102723	740.00
	CHECK	250680	TOTAL:	11,100.00
250681 10/27/2023 PRD 104286 US BANK OF WASHINGTON	07/25/2023		102723	350.00
	CHECK	250681	TOTAL:	350.00
250682 10/27/2023 PRD 104324 VALLEY PUBLISHING CO	10/18/2023		102723	213.28
VALLEY PUBLISHING CO	09/13/2023		102723	317.09
VALLEY PUBLISHING CO	10/18/2023		102723	410.63
	CHECK	250682	TOTAL:	941.00
250683 10/27/2023 PRD 104332 VARNEY COURT	10/18/2023		102723	896.00
VARNEY COURT	10/18/2023		102723	896.00
	CHECK	250683	TOTAL:	1,792.00
250684 10/27/2023 PRD 104342 VILLAGE AT GRANDRIDGE	10/10/2023		102723	788.00
VILLAGE AT GRANDRIDGE	10/10/2023		102723	955.00
	CHECK	250684	TOTAL:	1,743.00
250685 10/27/2023 PRD 104474 WA ST SHERIFFS ASSOCIATION	06/05/2023		102723	550.00

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

INV DATE PO CHECK NET

				CHECK	250685 TOTAL:	550.00
~~250686 10/27/2023 PRD 104467 WASHINGTON STATE PATROL~~				~~09/19/2023~~	~~102723~~	~~116.00~~
				CHECK	250686 TOTAL:	116.00
250687	10/27/2023	PRD 101187	WILDFLOWER KENNEWICK 127, LLC	10/19/2023	102723	560.00
			WILDFLOWER KENNEWICK 127, LLC	10/19/2023	102723	251.00
				CHECK	250687 TOTAL:	811.00
250688	10/27/2023	PRD 104566	WINCO FOODS, LLC	10/11/2023	102723	145.07
			WINCO FOODS, LLC	10/11/2023	102723	200.00
			WINCO FOODS, LLC	10/11/2023	102723	100.00
			WINCO FOODS, LLC	10/11/2023	102723	200.00
			WINCO FOODS, LLC	10/11/2023	102723	390.54
			WINCO FOODS, LLC	10/11/2023	102723	200.00
			WINCO FOODS, LLC	10/11/2023	102723	165.00
			WINCO FOODS, LLC	10/11/2023	102723	200.00
			WINCO FOODS, LLC	10/11/2023	102723	160.79
			WINCO FOODS, LLC	10/11/2023	102723	92.84
			WINCO FOODS, LLC	10/11/2023	102723	99.00
				CHECK	250688 TOTAL:	1,953.24
250689	10/27/2023	PRD 104569	WINCO FOODS, LLC	10/11/2023	102723	180.70
			WINCO FOODS, LLC	10/11/2023	102723	297.13
			WINCO FOODS, LLC	10/11/2023	102723	99.43
			WINCO FOODS, LLC	10/11/2023	102723	200.00
			WINCO FOODS, LLC	10/11/2023	102723	140.00
			WINCO FOODS, LLC	10/11/2023	102723	250.00

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

	WINCO FOODS, LLC	10/11/2023	102723	181.37
	WINCO FOODS, LLC	10/11/2023	102723	175.88
	WINCO FOODS, LLC	10/11/2023	102723	249.49
	WINCO FOODS, LLC	10/11/2023	102723	350.00
	WINCO FOODS, LLC	10/11/2023	102723	172.36

CHECK 250689 TOTAL: 2,296.36

250690 10/27/2023 PRD 104617 ZAG INVESTMENTS LLC

10/10/2023 102723 588.00

CHECK 250690 TOTAL: 588.00

250691 10/27/2023 PRD 104628 ZIPLY FIBER

09/25/2023 102723 950.53

CHECK 250691 TOTAL: 950.53

NUMBER OF CHECKS 160 *** CASH ACCOUNT TOTAL *** 1,013,884.99

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	160	1,013,884.99

*** GRAND TOTAL *** 1,013,884.99

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JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2023 10	3987								
APP HS850000-21340	10/27/2023	102723	102723			Vouchers Payable		92,661.69	
						AP CASH DISBURSEMENTS JOURNAL			
APP 99900000-11120	10/27/2023	102723	102723			AP Check Claims Clearing			1,013,884.99
						AP CASH DISBURSEMENTS JOURNAL			
APP HH850000-21340	10/27/2023	102723	102723			Vouchers Payable		43,110.29	
						AP CASH DISBURSEMENTS JOURNAL			
APP VA850000-21340	10/27/2023	102723	102723			Vouchers Payable		8,099.31	
						AP CASH DISBURSEMENTS JOURNAL			
APP ER850000-21340	10/27/2023	102723	102723			Vouchers Payable		39,407.74	
						AP CASH DISBURSEMENTS JOURNAL			
APP JC850000-21340	10/27/2023	102723	102723			Vouchers Payable		43,716.77	
						AP CASH DISBURSEMENTS JOURNAL			
APP FG850000-21340	10/27/2023	102723	102723			Vouchers Payable		3,083.22	
						AP CASH DISBURSEMENTS JOURNAL			
APP GF005000-21340	10/27/2023	102723	102723			Vouchers Payable		266,953.94	
						AP CASH DISBURSEMENTS JOURNAL			
APP PS850000-21340	10/27/2023	102723	102723			Vouchers Payable		158,817.09	
						AP CASH DISBURSEMENTS JOURNAL			
APP CP850000-21340	10/27/2023	102723	102723			Vouchers Payable		66,595.29	
						AP CASH DISBURSEMENTS JOURNAL			
APP RD850000-21340	10/27/2023	102723	102723			Vouchers Payable		110,233.66	
						AP CASH DISBURSEMENTS JOURNAL			
APP SW850000-21340	10/27/2023	102723	102723			Vouchers Payable		186.76	
						AP CASH DISBURSEMENTS JOURNAL			
APP SI850000-21340	10/27/2023	102723	102723			Vouchers Payable		35,121.66	
						AP CASH DISBURSEMENTS JOURNAL			
APP BHF85000-21340	10/27/2023	102723	102723			Vouchers Payable		11,576.86	
						AP CASH DISBURSEMENTS JOURNAL			
APP BS850000-21340	10/27/2023	102723	102723			Vouchers Payable		2,307.66	
						AP CASH DISBURSEMENTS JOURNAL			
APP IT850000-21340	10/27/2023	102723	102723			Vouchers Payable		99,647.45	
						AP CASH DISBURSEMENTS JOURNAL			
APP EL500000-21340	10/27/2023	102723	102723			Vouchers Payable		2,919.90	
						AP CASH DISBURSEMENTS JOURNAL			
APP PB850000-21340	10/27/2023	102723	102723			Vouchers Payable		150.00	
						AP CASH DISBURSEMENTS JOURNAL			
APP IB850000-21340	10/27/2023	102723	102723			Vouchers Payable		4,818.03	
						AP CASH DISBURSEMENTS JOURNAL			
APP PD850000-21340	10/27/2023	102723	102723			Vouchers Payable		3,437.09	
						AP CASH DISBURSEMENTS JOURNAL			
APP BU850000-21340	10/27/2023	102723	102723			Vouchers Payable		3,906.80	
						AP CASH DISBURSEMENTS JOURNAL			
APP RC850000-21340	10/27/2023	102723	102723			Vouchers Payable		13,200.50	
						AP CASH DISBURSEMENTS JOURNAL			
APP WC850000-21340	10/27/2023	102723	102723			Vouchers Payable		2,590.00	
						AP CASH DISBURSEMENTS JOURNAL			
APP IM850000-21340						Vouchers Payable		780.00	

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JOURNAL ENTRIES TO BE CREATED

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP 97285000-21340	10/27/2023	102723	102723			AP CASH DISBURSEMENTS JOURNAL Vouchers Payable		350.00	
APP T0850000-21340	10/27/2023	102723	102723			AP CASH DISBURSEMENTS JOURNAL Vouchers Payable		213.28	
	10/27/2023	102723	102723			AP CASH DISBURSEMENTS JOURNAL			
GENERAL LEDGER TOTAL								1,013,884.99	1,013,884.99
APP 99900000-81080	10/27/2023	102723	102723			Due To Human Services		92,661.69	
APP HS810000-11110	10/27/2023	102723	102723			Cash Equity			92,661.69
APP 99900000-81540	10/27/2023	102723	102723			Due To Homeless Hsng & Assisn		43,110.29	
APP HH810000-11110	10/27/2023	102723	102723			Cash Equity			43,110.29
APP 99900000-81040	10/27/2023	102723	102723			Due To Veterans Assistance Fnd		8,099.31	
APP VA810000-11110	10/27/2023	102723	102723			Cash Equity			8,099.31
APP 99900000-85010	10/27/2023	102723	102723			Due To Equipment Rental & Rev		39,407.74	
APP ER810000-11110	10/27/2023	102723	102723			Cash Equity			39,407.74
APP 99900000-81150	10/27/2023	102723	102723			Due To Juvenile Center		43,716.77	
APP JC810000-11110	10/27/2023	102723	102723			Cash Equity			43,716.77
APP 99900000-81240	10/27/2023	102723	102723			Due To Fairgrounds Oper Budget		3,083.22	
APP FG810000-11110	10/27/2023	102723	102723			Cash Equity			3,083.22
APP 99900000-80010	10/27/2023	102723	102723			Due To General Fund		266,953.94	
APP GF001000-11110	10/27/2023	102723	102723			Cash Equity			266,953.94
APP 99900000-81480	10/27/2023	102723	102723			Due To Public Safety Tax Fund		158,817.09	
APP PS810000-11110	10/27/2023	102723	102723			Cash Equity			158,817.09
APP 99900000-83050	10/27/2023	102723	102723			Due To Capital Projects		66,595.29	
APP CP810000-11110	10/27/2023	102723	102723			Cash Equity			66,595.29
APP 99900000-81010	10/27/2023	102723	102723			Due To County Road		110,233.66	
APP RD810000-11110	10/27/2023	102723	102723			Cash Equity			110,233.66

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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	99900000-81550		10/27/2023	102723	102723			Due To Solid Waste Collection		186.76	
APP	SW810000-11110		10/27/2023	102723	102723			Cash Equity			186.76
APP	99900000-81260		10/27/2023	102723	102723			Due To Sheriff Investig Fund		35,121.66	
APP	SI810000-11110		10/27/2023	102723	102723			Cash Equity			35,121.66
APP	99900000-81600		10/27/2023	102723	102723			Due To Behavioral Health		11,576.86	
APP	BHF81000-11110		10/27/2023	102723	102723			Cash Equity			11,576.86
APP	99900000-81270		10/27/2023	102723	102723			Due To Boating Safety & Patrol		2,307.66	
APP	BS810000-11110		10/27/2023	102723	102723			Cash Equity			2,307.66
APP	99900000-85020		10/27/2023	102723	102723			Due To Central Services		99,647.45	
APP	IT810000-11110		10/27/2023	102723	102723			Cash Equity			99,647.45
APP	99900000-81110		10/27/2023	102723	102723			Due To Election Reserve		2,919.90	
APP	EL100000-11110		10/27/2023	102723	102723			Cash Equity			2,919.90
APP	99900000-81500		10/27/2023	102723	102723			Due To Pest Board		150.00	
APP	PB810000-11110		10/27/2023	102723	102723			Cash Equity			150.00
APP	99900000-81160		10/27/2023	102723	102723			Due To Inmate Benevolence Fund		4,818.03	
APP	IB810000-11110		10/27/2023	102723	102723			Cash Equity			4,818.03
APP	99900000-81100		10/27/2023	102723	102723			Due To Park Development		3,437.09	
APP	PD810000-11110		10/27/2023	102723	102723			Cash Equity			3,437.09
APP	99900000-81490		10/27/2023	102723	102723			Due To Protective Insp Srvs Fd		3,906.80	
APP	BU810000-11110		10/27/2023	102723	102723			Cash Equity			3,906.80
APP	99900000-81440		10/27/2023	102723	102723			Due To Rural County Capital Fd		13,200.50	
APP	RC810000-11110		10/27/2023	102723	102723			Cash Equity			13,200.50
APP	99900000-85030		10/27/2023	102723	102723			Due To Workmens Compensation		2,590.00	
APP	WC810000-11110		10/27/2023	102723	102723			Cash Equity			2,590.00
APP	99900000-85040							Due To Insurance Management		780.00	

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JOURNAL ENTRIES TO BE CREATED

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP IM810000-11110	10/27/2023	102723	102723			Cash Equity			780.00
APP 99900000-86972	10/27/2023	102723	102723			Due To Benton City Library Cap		350.00	
APP 97281000-11110	10/27/2023	102723	102723			Cash Equity			350.00
APP 99900000-81120	10/27/2023	102723	102723			Due To Treasurers O & M		213.28	
APP TO810000-11110	10/27/2023	102723	102723			Cash Equity			213.28
SYSTEM GENERATED ENTRIES TOTAL								1,013,884.99	1,013,884.99
JOURNAL 2023/10/3987 TOTAL								2,027,769.98	2,027,769.98

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JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund	GF001000-11110 GF005000-21340	2023 10	3987	10/27/2023	Cash Equity Vouchers Payable	266,953.94	266,953.94
FUND TOTAL						266,953.94	266,953.94
1010 County Road	RD810000-11110 RD850000-21340	2023 10	3987	10/27/2023	Cash Equity Vouchers Payable	110,233.66	110,233.66
FUND TOTAL						110,233.66	110,233.66
1040 Veterans Assistance Fund	VA810000-11110 VA850000-21340	2023 10	3987	10/27/2023	Cash Equity Vouchers Payable	8,099.31	8,099.31
FUND TOTAL						8,099.31	8,099.31
1080 Human Services	HS810000-11110 HS850000-21340	2023 10	3987	10/27/2023	Cash Equity Vouchers Payable	92,661.69	92,661.69
FUND TOTAL						92,661.69	92,661.69
1100 Park Development	PD810000-11110 PD850000-21340	2023 10	3987	10/27/2023	Cash Equity Vouchers Payable	3,437.09	3,437.09
FUND TOTAL						3,437.09	3,437.09
1110 Election Reserve	EL100000-11110 EL500000-21340	2023 10	3987	10/27/2023	Cash Equity Vouchers Payable	2,919.90	2,919.90
FUND TOTAL						2,919.90	2,919.90
1120 Treasurers O & M	TO810000-11110 TO850000-21340	2023 10	3987	10/27/2023	Cash Equity Vouchers Payable	213.28	213.28
FUND TOTAL						213.28	213.28
1150 Juvenile Center	JC810000-11110 JC850000-21340	2023 10	3987	10/27/2023	Cash Equity Vouchers Payable	43,716.77	43,716.77
FUND TOTAL						43,716.77	43,716.77
1160 Inmate Benevolence Fund		2023 10	3987	10/27/2023			

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JOURNAL ENTRIES TO BE CREATED

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FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	IB810000-11110				Cash Equity		4,818.03
	IB850000-21340				Vouchers Payable	4,818.03	
					FUND TOTAL	4,818.03	4,818.03
1240 Event Center	FG810000-11110	2023 10	3987	10/27/2023	Cash Equity		3,083.22
	FG850000-21340				Vouchers Payable	3,083.22	
					FUND TOTAL	3,083.22	3,083.22
1260 Sheriff Investigative Fund	SI810000-11110	2023 10	3987	10/27/2023	Cash Equity		35,121.66
	SI850000-21340				Vouchers Payable	35,121.66	
					FUND TOTAL	35,121.66	35,121.66
1270 Boating Safety & Patrol Fund	BS810000-11110	2023 10	3987	10/27/2023	Cash Equity		2,307.66
	BS850000-21340				Vouchers Payable	2,307.66	
					FUND TOTAL	2,307.66	2,307.66
1440 Rural County Capital Fund	RC810000-11110	2023 10	3987	10/27/2023	Cash Equity		13,200.50
	RC850000-21340				Vouchers Payable	13,200.50	
					FUND TOTAL	13,200.50	13,200.50
1480 Public Safety Tax Fund	PS810000-11110	2023 10	3987	10/27/2023	Cash Equity		158,817.09
	PS850000-21340				Vouchers Payable	158,817.09	
					FUND TOTAL	158,817.09	158,817.09
1490 Protective Inspection Svcs Fnd	BU810000-11110	2023 10	3987	10/27/2023	Cash Equity		3,906.80
	BU850000-21340				Vouchers Payable	3,906.80	
					FUND TOTAL	3,906.80	3,906.80
1500 Pest Board	PB810000-11110	2023 10	3987	10/27/2023	Cash Equity		150.00
	PB850000-21340				Vouchers Payable	150.00	
					FUND TOTAL	150.00	150.00
1540 Homeless Housing And Assistnce	HH810000-11110	2023 10	3987	10/27/2023	Cash Equity		43,110.29

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JOURNAL ENTRIES TO BE CREATED

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FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
HH850000-21340				Vouchers Payable	43,110.29	
				FUND TOTAL	43,110.29	43,110.29
1550 Solid Waste Collection Fund	2023 10	3987	10/27/2023			
SW810000-11110				Cash Equity		186.76
SW850000-21340				Vouchers Payable	186.76	
				FUND TOTAL	186.76	186.76
1600 Behavioral Health	2023 10	3987	10/27/2023			
BHF81000-11110				Cash Equity		11,576.86
BHF85000-21340				Vouchers Payable	11,576.86	
				FUND TOTAL	11,576.86	11,576.86
3050 Capital Projects	2023 10	3987	10/27/2023			
CP810000-11110				Cash Equity		66,595.29
CP850000-21340				Vouchers Payable	66,595.29	
				FUND TOTAL	66,595.29	66,595.29
5010 Equipment Rental & Revolving	2023 10	3987	10/27/2023			
ER810000-11110				Cash Equity		39,407.74
ER850000-21340				Vouchers Payable	39,407.74	
				FUND TOTAL	39,407.74	39,407.74
5020 Central Services	2023 10	3987	10/27/2023			
IT810000-11110				Cash Equity		99,647.45
IT850000-21340				Vouchers Payable	99,647.45	
				FUND TOTAL	99,647.45	99,647.45
5030 Workmens Compensation	2023 10	3987	10/27/2023			
WC810000-11110				Cash Equity		2,590.00
WC850000-21340				Vouchers Payable	2,590.00	
				FUND TOTAL	2,590.00	2,590.00
5040 Insurance Management	2023 10	3987	10/27/2023			
IM810000-11110				Cash Equity		780.00
IM850000-21340				Vouchers Payable	780.00	
				FUND TOTAL	780.00	780.00
6972 Benton City Library Bond	2023 10	3987	10/27/2023			
97281000-11110				Cash Equity		350.00
97285000-21340				Vouchers Payable	350.00	

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FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
				FUND TOTAL	350.00	350.00
9999 Treasurers Pooled Cash	2023 10	3987	10/27/2023			
99900000-11120				AP Check Claims Clearing		1,013,884.99
99900000-80010				Due To General Fund	266,953.94	
99900000-81010				Due To County Road	110,233.66	
99900000-81040				Due To Veterans Assistance Fnd	8,099.31	
99900000-81080				Due To Human Services	92,661.69	
99900000-81100				Due To Park Development	3,437.09	
99900000-81110				Due To Election Reserve	2,919.90	
99900000-81120				Due To Treasurers O & M	213.28	
99900000-81150				Due To Juvenile Center	43,716.77	
99900000-81160				Due To Inmate Benevolence Fund	4,818.03	
99900000-81240				Due To Fairgrounds Oper Budget	3,083.22	
99900000-81260				Due To Sheriff Investig Fund	35,121.66	
99900000-81270				Due To Boating Safety & Patrol	2,307.66	
99900000-81440				Due To Rural County Capital Fd	13,200.50	
99900000-81480				Due To Public Safety Tax Fund	158,817.09	
99900000-81490				Due To Protective Insp Srvs Fd	3,906.80	
99900000-81500				Due To Pest Board	150.00	
99900000-81540				Due To Homeless Hsng & Assistn	43,110.29	
99900000-81550				Due To Solid Waste Collection	186.76	
99900000-81600				Due To Behavioral Health	11,576.86	
99900000-83050				Due To Capital Projects	66,595.29	
99900000-85010				Due To Equipment Rental & Rev	39,407.74	
99900000-85020				Due To Central Services	99,647.45	
99900000-85030				Due To Workmens Compensation	2,590.00	
99900000-85040				Due To Insurance Management	780.00	
99900000-86972				Due To Benton City Library Cap	350.00	
				FUND TOTAL	1,013,884.99	1,013,884.99

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		266,953.94
1010 County Road		110,233.66
1040 Veterans Assistance Fund		8,099.31
1080 Human Services		92,661.69
1100 Park Development		3,437.09
1110 Election Reserve		2,919.90
1120 Treasurers O & M		213.28
1150 Juvenile Center		43,716.77
1160 Inmate Benevolence Fund		4,818.03
1240 Event Center		3,083.22
1260 Sheriff Investigative Fund		35,121.66
1270 Boating Safety & Patrol Fund		2,307.66
1440 Rural County Capital Fund		13,200.50
1480 Public Safety Tax Fund		158,817.09
1490 Protective Inspection Srvs Fnd		3,906.80
1500 Pest Board		150.00
1540 Homeless Housing And Assistnce		43,110.29
1550 Solid Waste Collection Fund		186.76
1600 Behavioral Health		11,576.86
3050 Capital Projects		66,595.29
5010 Equipment Rental & Revolving		39,407.74
5020 Central Services		99,647.45
5030 Workmens Compensation		2,590.00
5040 Insurance Management		780.00
6972 Benton City Library Bond		350.00
9999 Treasurers Pooled Cash	1,013,884.99	
TOTAL	1,013,884.99	1,013,884.99

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

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

INV DATE PO CHECK NET

250692 10/27/2023 PRD 105271 QUANTUM LEGAL PLLC 10/02/2023 102723C 4,166.00

CHECK 250692 TOTAL: 4,166.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 4,166.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	4,166.00

*** GRAND TOTAL *** 4,166.00

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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	3995										
APP BHF85000-21340								Vouchers Payable		4,166.00	
	10/27/2023	102723C		102723				AP CASH DISBURSEMENTS JOURNAL			
APP 99900000-11120								AP Check Claims Clearing			4,166.00
	10/27/2023	102723C		102723				AP CASH DISBURSEMENTS JOURNAL			
								GENERAL LEDGER TOTAL		4,166.00	4,166.00
APP 99900000-81600								Due To Behavioral Health		4,166.00	
	10/27/2023	102723C		102723				Cash Equity			4,166.00
APP BHF81000-11110											
	10/27/2023	102723C		102723							
								SYSTEM GENERATED ENTRIES TOTAL		4,166.00	4,166.00
								JOURNAL 2023/10/3995 TOTAL		8,332.00	8,332.00

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1600 Behavioral Health BHF81000-11110 BHF85000-21340	2023 10	3995	10/27/2023	Cash Equity Vouchers Payable	4,166.00	4,166.00
FUND TOTAL					4,166.00	4,166.00
9999 Treasurers Pooled Cash 99900000-11120 99900000-81600	2023 10	3995	10/27/2023	AP Check Claims Clearing Due To Behavioral Health	4,166.00	4,166.00
FUND TOTAL					4,166.00	4,166.00

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JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
1600 Behavioral Health		4,166.00
9999 Treasurers Pooled Cash	4,166.00	
	-----	-----
TOTAL	4,166.00	4,166.00

** 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
652 10/27/2023 EFT 100088 AJAX LAW FIRM	10/01/2023		102723E	11,400.00
	CHECK		652 TOTAL:	11,400.00
653 10/27/2023 EFT 101581 BETANCOURT LAW, PLLC	10/01/2023		102723E	12,116.67
	CHECK		653 TOTAL:	12,116.67
654 10/27/2023 EFT 101721 CANO LAW, PLLC	10/01/2023		102723E	7,300.00
	CHECK		654 TOTAL:	7,300.00
655 10/27/2023 EFT 101729 CARLSON, HEATHER M	10/01/2023		102723E	11,400.00
	CHECK		655 TOTAL:	11,400.00
656 10/27/2023 EFT 105600 FELSTED LAW FIRM LLC	10/01/2023		102723E	11,400.00
	CHECK		656 TOTAL:	11,400.00
657 10/27/2023 EFT 105755 FORTITUDE LAW PLLC	10/01/2023		102723E	12,666.67
	CHECK		657 TOTAL:	12,666.67
658 10/27/2023 EFT 102394 H CHANG LAW OFFICE PLLC	10/01/2023		102723E	2,391.40
	CHECK		658 TOTAL:	2,391.40
659 10/27/2023 EFT 105573 HILDE LAW OFFICE	10/01/2023		102723E	12,666.67
	CHECK		659 TOTAL:	12,666.67
660 10/27/2023 EFT 102656 HUI LAW LLC, RAYMOND HUI	10/01/2023		102723E	7,300.00
	CHECK		660 TOTAL:	7,300.00
661 10/27/2023 EFT 102812 K & H INTEGRATED PRINT, SOLUTIONS	10/23/2023		102723E	96,389.96
	CHECK		661 TOTAL:	96,389.96

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

					INV DATE	PO	CHECK	NET
662	10/27/2023	EFT	102817	KANE LAW PLLC	10/01/2023		102723E	12,666.67
					CHECK		662 TOTAL:	12,666.67
663	10/27/2023	EFT	105456	LANDON LAW PLLC	10/01/2023		102723E	12,116.67
					CHECK		663 TOTAL:	12,116.67
664	10/27/2023	EFT	105758	LAW OFFICE OF KATHERINE BOHNET PLLC	10/01/2023		102723E	12,666.67
					CHECK		664 TOTAL:	12,666.67
665	10/27/2023	EFT	102941	LAW OFFICE OF NICHOLAS BLOUNT , PLL	10/01/2023		102723E	12,666.67
					CHECK		665 TOTAL:	12,666.67
666	10/27/2023	EFT	103207	MOSER, ROBERT	10/01/2023		102723E	11,400.00
					CHECK		666 TOTAL:	11,400.00
667	10/27/2023	EFT	103235	NACCARATO, SCOTT	10/01/2023		102723E	7,300.00
					CHECK		667 TOTAL:	7,300.00
668	10/27/2023	EFT	103379	OLDFIELD, KARYN K	10/01/2023		102723E	2,200.00
					CHECK		668 TOTAL:	2,200.00
669	10/27/2023	EFT	103875	SCOTT, ERIC	10/01/2023		102723E	3,600.00
					CHECK		669 TOTAL:	3,600.00
670	10/27/2023	EFT	104172	TINDELL, ALAN	10/01/2023		102723E	4,000.00
					CHECK		670 TOTAL:	4,000.00

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NUMBER OF CHECKS 19 *** CASH ACCOUNT TOTAL *** 263,648.05

	COUNT	AMOUNT
TOTAL EFT'S	19	263,648.05

*** GRAND TOTAL *** 263,648.05

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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	T	OB	
							LINE DESC			DEBIT
										CREDIT
2023	10	3990								
APP	GF005000-21340						Vouchers Payable			101,724.74
	10/27/2023	102723E		102723			AP CASH DISBURSEMENTS JOURNAL			
APP	99900000-11121						AP Wire Clearing			263,648.05
	10/27/2023	102723E		102723			AP CASH DISBURSEMENTS JOURNAL			
APP	PS850000-21340						Vouchers Payable			65,533.35
	10/27/2023	102723E		102723			AP CASH DISBURSEMENTS JOURNAL			
APP	EL500000-21340						Vouchers Payable			96,389.96
	10/27/2023	102723E		102723			AP CASH DISBURSEMENTS JOURNAL			
							GENERAL LEDGER TOTAL			263,648.05
										263,648.05
APP	99900000-80010						Due To General Fund			101,724.74
	10/27/2023	102723E		102723						
APP	GF001000-11110						Cash Equity			101,724.74
	10/27/2023	102723E		102723						
APP	99900000-81480						Due To Public Safety Tax Fund			65,533.35
	10/27/2023	102723E		102723						
APP	PS810000-11110						Cash Equity			65,533.35
	10/27/2023	102723E		102723						
APP	99900000-81110						Due To Election Reserve			96,389.96
	10/27/2023	102723E		102723						
APP	EL100000-11110						Cash Equity			96,389.96
	10/27/2023	102723E		102723						
							SYSTEM GENERATED ENTRIES TOTAL			263,648.05
										263,648.05
							JOURNAL 2023/10/3990 TOTAL			527,296.10
										527,296.10

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund GF001000-11110 GF005000-21340	2023 10	3990	10/27/2023	Cash Equity Vouchers Payable	101,724.74	101,724.74
FUND TOTAL					101,724.74	101,724.74
1110 Election Reserve EL100000-11110 EL500000-21340	2023 10	3990	10/27/2023	Cash Equity Vouchers Payable	96,389.96	96,389.96
FUND TOTAL					96,389.96	96,389.96
1480 Public Safety Tax Fund PS810000-11110 PS850000-21340	2023 10	3990	10/27/2023	Cash Equity Vouchers Payable	65,533.35	65,533.35
FUND TOTAL					65,533.35	65,533.35
9999 Treasurers Pooled Cash 99900000-11121 99900000-80010 99900000-81110 99900000-81480	2023 10	3990	10/27/2023	AP Wire Clearing Due To General Fund Due To Election Reserve Due To Public Safety Tax Fund	101,724.74 96,389.96 65,533.35	263,648.05
FUND TOTAL					263,648.05	263,648.05

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JOURNAL ENTRIES TO BE CREATED

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FUND	DUE TO	DUE FR
0010 General Fund		101,724.74
1110 Election Reserve		96,389.96
1480 Public Safety Tax Fund		65,533.35
9999 Treasurers Pooled Cash	263,648.05	
	-----	-----
TOTAL	263,648.05	263,648.05

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

10/26/2023 11:36
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

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

INV DATE PO CHECK NET

671 10/27/2023 EFT 102595 HICKMAN LAW, PLLC 10/01/2023 102723E2 6,500.00

CHECK 671 TOTAL: 6,500.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 6,500.00

	COUNT	AMOUNT
TOTAL EFT'S	1	6,500.00

*** GRAND TOTAL *** 6,500.00

10/26/2023 11:36
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

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 3997									
APP BHF85000-21340					Vouchers Payable		6,500.00		
10/27/2023 102723E2	102723				AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP wire Clearing			6,500.00	
10/27/2023 102723E2	102723				AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL		6,500.00	6,500.00	
APP 99900000-81600					Due To Behavioral Health		6,500.00		
10/27/2023 102723E2	102723				Cash Equity			6,500.00	
APP BHF81000-11110									
10/27/2023 102723E2	102723								
					SYSTEM GENERATED ENTRIES TOTAL		6,500.00	6,500.00	
					JOURNAL 2023/10/3997 TOTAL		13,000.00	13,000.00	

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MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
1600 Behavioral Health	2023 10	3997	10/27/2023	Cash Equity		6,500.00
BHF81000-11110				Vouchers Payable	6,500.00	
BHF85000-21340						
				FUND TOTAL	6,500.00	6,500.00
9999 Treasurers Pooled Cash	2023 10	3997	10/27/2023	AP wire clearing		6,500.00
99900000-11121				Due To Behavioral Health	6,500.00	
99900000-81600						
				FUND TOTAL	6,500.00	6,500.00

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MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1600 Behavioral Health		6,500.00
9999 Treasurers Pooled Cash	6,500.00	
	-----	-----
TOTAL	6,500.00	6,500.00

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

10/26/2023 10:21 |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
1277 10/27/2023 WIRE 101046 B C MEALS	10/05/2023			169.95
	CHECK		1277 TOTAL:	169.95
1278 10/27/2023 WIRE 101046 B C MEALS	10/10/2023			212.95
	CHECK		1278 TOTAL:	212.95
1279 10/27/2023 WIRE 101046 B C MEALS	10/17/2023			112.95
	CHECK		1279 TOTAL:	112.95
1280 10/27/2023 WIRE 101046 B C MEALS	10/17/2023			76.95
	CHECK		1280 TOTAL:	76.95
1281 10/27/2023 WIRE 101046 B C MEALS	10/17/2023			76.95
	CHECK		1281 TOTAL:	76.95
1282 10/27/2023 WIRE 101046 B C MEALS	10/17/2023			76.95
	CHECK		1282 TOTAL:	76.95
1283 10/27/2023 WIRE 101046 B C MEALS	10/19/2023			80.95
	CHECK		1283 TOTAL:	80.95
1284 10/27/2023 WIRE 101046 B C MEALS	10/19/2023			80.95
	CHECK		1284 TOTAL:	80.95
1288 10/27/2023 WIRE 101529 B C WORKMANS COMP	10/19/2023			8,821.85
	CHECK		1288 TOTAL:	8,821.85
1294 10/27/2023 WIRE 101046 B C MEALS	10/23/2023			246.95
	CHECK		1294 TOTAL:	246.95

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MCN | A/P CASH DISBURSEMENTS JOURNAL

| P 2
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CASH ACCOUNT: 99900000 11100 Main Checking
CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK NET

1295	10/27/2023	WIRE	104458	WA ST DEPT OF REVENUE, UNCLAIMED PR	10/24/2023			120,349.88
					CHECK	1295 TOTAL:		120,349.88

1296	10/27/2023	WIRE	105532	B C JURY PAY	10/13/2023			3,041.70
					CHECK	1296 TOTAL:		3,041.70

NUMBER OF CHECKS	12	*** CASH ACCOUNT TOTAL ***	133,348.98
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	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	12	133,348.98

*** GRAND TOTAL ***	133,348.98
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10/26/2023 10:21
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

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 3988										
APP GF005000-21340					Vouchers Payable		28,784.10			
10/27/2023	CASH DISB	102723			AP CASH DISBURSEMENTS JOURNAL					
APP 99900000-11100					Main Checking			133,348.98		
10/27/2023	CASH DISB	102723			AP CASH DISBURSEMENTS JOURNAL					
APP JC850000-21340					Vouchers Payable		819.71			
10/27/2023	CASH DISB	102723			AP CASH DISBURSEMENTS JOURNAL					
APP WC850000-21340					Vouchers Payable		8,821.85			
10/27/2023	CASH DISB	102723			AP CASH DISBURSEMENTS JOURNAL					
APP RD850000-21340					Vouchers Payable		396.00			
10/27/2023	CASH DISB	102723			AP CASH DISBURSEMENTS JOURNAL					
APP HS850000-21340					Vouchers Payable		86,742.17			
10/27/2023	CASH DISB	102723			AP CASH DISBURSEMENTS JOURNAL					
APP PS850000-21340					Vouchers Payable		591.15			
10/27/2023	CASH DISB	102723			AP CASH DISBURSEMENTS JOURNAL					
APP HH850000-21340					Vouchers Payable		7,194.00			
10/27/2023	CASH DISB	102723			AP CASH DISBURSEMENTS JOURNAL					
					GENERAL LEDGER TOTAL		133,348.98	133,348.98		
APP 99900000-80010					Due To General Fund		28,784.10			
10/27/2023	CASH DISB	102723								
APP GF001000-11110					Cash Equity			28,784.10		
10/27/2023	CASH DISB	102723								
APP 99900000-81150					Due To Juvenile Center		819.71			
10/27/2023	CASH DISB	102723								
APP JC810000-11110					Cash Equity			819.71		
10/27/2023	CASH DISB	102723								
APP 99900000-85030					Due To Workmens Compensation		8,821.85			
10/27/2023	CASH DISB	102723								
APP WC810000-11110					Cash Equity			8,821.85		
10/27/2023	CASH DISB	102723								
APP 99900000-81010					Due To County Road		396.00			
10/27/2023	CASH DISB	102723								
APP RD810000-11110					Cash Equity			396.00		
10/27/2023	CASH DISB	102723								
APP 99900000-81080					Due To Human Services		86,742.17			
10/27/2023	CASH DISB	102723								
APP HS810000-11110					Cash Equity			86,742.17		
10/27/2023	CASH DISB	102723								
APP 99900000-81480					Due To Public Safety Tax Fund		591.15			
10/27/2023	CASH DISB	102723								
APP PS810000-11110					Cash Equity			591.15		
10/27/2023	CASH DISB	102723								
APP 99900000-81540					Due To Homeless Hsng & Assistn		7,194.00			
10/27/2023	CASH DISB	102723								
APP HH810000-11110					Cash Equity			7,194.00		

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Benton County
A/P CASH DISBURSEMENTS JOURNAL

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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			
	10/27/2023	CASH DISB	102723						
						SYSTEM GENERATED ENTRIES TOTAL		133,348.98	133,348.98
						JOURNAL 2023/10/3988 TOTAL		266,697.96	266,697.96

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Benton County
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund GF001000-11110 GF005000-21340	2023 10	3988	10/27/2023	Cash Equity Vouchers Payable	28,784.10	28,784.10
			FUND TOTAL		28,784.10	28,784.10
1010 County Road RD810000-11110 RD850000-21340	2023 10	3988	10/27/2023	Cash Equity Vouchers Payable	396.00	396.00
			FUND TOTAL		396.00	396.00
1080 Human Services HS810000-11110 HS850000-21340	2023 10	3988	10/27/2023	Cash Equity Vouchers Payable	86,742.17	86,742.17
			FUND TOTAL		86,742.17	86,742.17
1150 Juvenile Center JC810000-11110 JC850000-21340	2023 10	3988	10/27/2023	Cash Equity Vouchers Payable	819.71	819.71
			FUND TOTAL		819.71	819.71
1480 Public Safety Tax Fund PS810000-11110 PS850000-21340	2023 10	3988	10/27/2023	Cash Equity Vouchers Payable	591.15	591.15
			FUND TOTAL		591.15	591.15
1540 Homeless Housing And Assistnce HH810000-11110 HH850000-21340	2023 10	3988	10/27/2023	Cash Equity Vouchers Payable	7,194.00	7,194.00
			FUND TOTAL		7,194.00	7,194.00
5030 Workmens Compensation WC810000-11110 WC850000-21340	2023 10	3988	10/27/2023	Cash Equity Vouchers Payable	8,821.85	8,821.85
			FUND TOTAL		8,821.85	8,821.85
9999 Treasurers Pooled Cash 99900000-11100 99900000-80010 99900000-81010 99900000-81080 99900000-81150 99900000-81480	2023 10	3988	10/27/2023	Main Checking Due To General Fund Due To County Road Due To Human Services Due To Juvenile Center Due To Public Safety Tax Fund	 28,784.10 396.00 86,742.17 819.71 591.15	133,348.98

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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
ACCOUNT						
99900000-81540				Due To Homeless Hsng & Assistn	7,194.00	
99900000-85030				Due To Workmens Compensation	8,821.85	
					-----	-----
				FUND TOTAL	133,348.98	133,348.98

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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
0010 General Fund		28,784.10
1010 County Road		396.00
1080 Human Services		86,742.17
~~1150 Juvenile Center~~		819.71
1480 Public Safety Tax Fund		591.15
1540 Homeless Housing And Assistnce		7,194.00
5030 Workmens Compensation		8,821.85
9999 Treasurers Pooled Cash		
	133,348.98	
	-----	-----
TOTAL	133,348.98	133,348.98

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

10/26/2023 10:24 | 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

1289 10/27/2023 WIRE 104460 WA ST DEPT OF REVENUE, #035000971 10/23/2023 92.75

CHECK 1289 TOTAL: 92.75

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 92.75

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	92.75

*** GRAND TOTAL *** 92.75

10/26/2023 10:24 | Benton County
MCN | A/P CASH DISBURSEMENTS JOURNAL

| P 2
| apcshdsb

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 3989									
APP GF005000-21340					Vouchers Payable		92.75		
10/27/2023 CASH DISB	102723				AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124					Federal Tax			92.75	
10/27/2023 CASH DISB	102723				AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL		92.75	92.75	
APP 99900000-80010					Due To General Fund		92.75		
10/27/2023 CASH DISB	102723				Cash Equity			92.75	
APP GF001000-11110									
10/27/2023 CASH DISB	102723								
					SYSTEM GENERATED ENTRIES TOTAL		92.75	92.75	
					JOURNAL 2023/10/3989 TOTAL		185.50	185.50	

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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
0010 General Fund	2023 10	3989	10/27/2023	Cash Equity		92.75
GF001000-11110				Vouchers Payable	92.75	
GF005000-21340						
				FUND TOTAL	92.75	92.75
9999 Treasurers Pooled Cash	2023 10	3989	10/27/2023	Federal Tax		92.75
99900000-11124				Due To General Fund	92.75	
99900000-80010						
				FUND TOTAL	92.75	92.75

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MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

P 4
apcshdsb

FUND	DUE TO	DUE FR
0010 General Fund		92.75
9999 Treasurers Pooled Cash	92.75	
	-----	-----
TOTAL	92.75	92.75

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

10/26/2023 11:33 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

1300 10/27/2023 WIRE 104460 WA ST DEPT OF REVENUE, #035000971 10/26/2023 WIRE_001 2,490.13

CHECK 1300 TOTAL: 2,490.13

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 2,490.13

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	2,490.13

*** GRAND TOTAL *** 2,490.13

10/26/2023 11:33 | Benton County
MCN | A/P CASH DISBURSEMENTS JOURNAL

| P 2
| apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER	JNL											
SRC	ACCOUNT											
EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT	
LINE	DESC											
2023 10	3996											
APP EL500000-21340	10/27/2023 WIRE_001	WIRE_0					Vouchers Payable			18.02		
							AP CASH DISBURSEMENTS JOURNAL					
APP 99900000-11124	10/27/2023 WIRE_001	WIRE_0					Federal Tax				2,490.13	
							AP CASH DISBURSEMENTS JOURNAL					
APP ER850000-21340	10/27/2023 WIRE_001	WIRE_0					Vouchers Payable			37.15		
							AP CASH DISBURSEMENTS JOURNAL					
APP GF005000-21340	10/27/2023 WIRE_001	WIRE_0					Vouchers Payable			1,957.07		
							AP CASH DISBURSEMENTS JOURNAL					
APP IB850000-21340	10/27/2023 WIRE_001	WIRE_0					Vouchers Payable			418.09		
							AP CASH DISBURSEMENTS JOURNAL					
APP PS850000-21340	10/27/2023 WIRE_001	WIRE_0					Vouchers Payable			25.63		
							AP CASH DISBURSEMENTS JOURNAL					
APP RD850000-21340	10/27/2023 WIRE_001	WIRE_0					Vouchers Payable			34.17		
							AP CASH DISBURSEMENTS JOURNAL					
GENERAL LEDGER TOTAL										2,490.13	2,490.13	
APP 99900000-81110	10/27/2023 WIRE_001	WIRE_0					Due To Election Reserve			18.02		
APP EL100000-11110	10/27/2023 WIRE_001	WIRE_0					Cash Equity				18.02	
APP 99900000-85010	10/27/2023 WIRE_001	WIRE_0					Due To Equipment Rental & Rev			37.15		
APP ER810000-11110	10/27/2023 WIRE_001	WIRE_0					Cash Equity				37.15	
APP 99900000-80010	10/27/2023 WIRE_001	WIRE_0					Due To General Fund			1,957.07		
APP GF001000-11110	10/27/2023 WIRE_001	WIRE_0					Cash Equity				1,957.07	
APP 99900000-81160	10/27/2023 WIRE_001	WIRE_0					Due To Inmate Benevolence Fund			418.09		
APP IB810000-11110	10/27/2023 WIRE_001	WIRE_0					Cash Equity				418.09	
APP 99900000-81480	10/27/2023 WIRE_001	WIRE_0					Due To Public Safety Tax Fund			25.63		
APP PS810000-11110	10/27/2023 WIRE_001	WIRE_0					Cash Equity				25.63	
APP 99900000-81010	10/27/2023 WIRE_001	WIRE_0					Due To County Road			34.17		
APP RD810000-11110	10/27/2023 WIRE_001	WIRE_0					Cash Equity				34.17	
SYSTEM GENERATED ENTRIES TOTAL										2,490.13	2,490.13	
JOURNAL 2023/10/3996 TOTAL										4,980.26	4,980.26	

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MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund GF001000-11110 GF005000-21340	2023 10	3996	10/27/2023	Cash Equity Vouchers Payable	1,957.07	1,957.07
			FUND TOTAL		1,957.07	1,957.07
1010 County Road RD810000-11110 RD850000-21340	2023 10	3996	10/27/2023	Cash Equity Vouchers Payable	34.17	34.17
			FUND TOTAL		34.17	34.17
1110 Election Reserve EL100000-11110 EL500000-21340	2023 10	3996	10/27/2023	Cash Equity Vouchers Payable	18.02	18.02
			FUND TOTAL		18.02	18.02
1160 Inmate Benevolence Fund IB810000-11110 IB850000-21340	2023 10	3996	10/27/2023	Cash Equity Vouchers Payable	418.09	418.09
			FUND TOTAL		418.09	418.09
1480 Public Safety Tax Fund PS810000-11110 PS850000-21340	2023 10	3996	10/27/2023	Cash Equity Vouchers Payable	25.63	25.63
			FUND TOTAL		25.63	25.63
5010 Equipment Rental & Revolving ER810000-11110 ER850000-21340	2023 10	3996	10/27/2023	Cash Equity Vouchers Payable	37.15	37.15
			FUND TOTAL		37.15	37.15
9999 Treasurers Pooled Cash 99900000-11124 99900000-80010 99900000-81010 99900000-81110 99900000-81160 99900000-81480 99900000-85010	2023 10	3996	10/27/2023	Federal Tax Due To General Fund Due To County Road Due To Election Reserve Due To Inmate Benevolence Fund Due To Public Safety Tax Fund Due To Equipment Rental & Rev	 1,957.07 34.17 18.02 418.09 25.63 37.15	2,490.13
			FUND TOTAL		2,490.13	2,490.13

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Benton County
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

P 4
apcshdsb

FUND	DUE TO	DUE FR
0010 General Fund		1,957.07
1010 County Road		34.17
1110 Election Reserve		18.02
1160 Inmate Benevolence Fund		418.09
1480 Public Safety Tax Fund		25.63
5010 Equipment Rental & Revolving		37.15
9999 Treasurers Pooled Cash	2,490.13	
	-----	-----
TOTAL	2,490.13	2,490.13

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

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

Accounts Payable

Check Date: 10/31/2023

EFT # 672

Total of all Funds: \$9,952.44

Commissioner _____

Commissioner _____

Commissioner _____

Date Signed _____

10/31/2023 10:02 | Benton County
MCN | A/P CASH DISBURSEMENTS JOURNAL

| P 1
| apcshdsb

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

INV DATE PO CHECK NET

672 10/31/2023 EFT 105868 ELLERD, HULTGRENN, & DAHLHAUSER LLP 10/31/2023 103123E 9,952.44

CHECK 672 TOTAL: 9,952.44

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 9,952.44

	COUNT	AMOUNT
TOTAL EFT'S	1	9,952.44

*** GRAND TOTAL *** 9,952.44

10/31/2023 10:02
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

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	4626								
APP PS850000-21340					Vouchers Payable		9,952.44		
10/31/2023	103123E	103123			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing			9,952.44	
10/31/2023	103123E	103123			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL		9,952.44	9,952.44	
APP 99900000-81480					Due To Public Safety Tax Fund		9,952.44		
10/31/2023	103123E	103123							
APP PS810000-11110					Cash Equity			9,952.44	
10/31/2023	103123E	103123							
					SYSTEM GENERATED ENTRIES TOTAL		9,952.44	9,952.44	
					JOURNAL 2023/10/4626 TOTAL		19,904.88	19,904.88	

10/31/2023 10:02
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
1480	Public Safety Tax Fund	2023 10	4626	10/31/2023	Cash Equity		9,952.44
	PS810000-11110				Vouchers Payable	9,952.44	
	PS850000-21340						
					FUND TOTAL	9,952.44	9,952.44
9999	Treasurers Pooled Cash	2023 10	4626	10/31/2023	AP Wire Clearing		9,952.44
	99900000-11121				Due To Public Safety Tax Fund	9,952.44	
	99900000-81480						
					FUND TOTAL	9,952.44	9,952.44

10/31/2023 10:02
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

P 4
apcshdsb

FUND	DUE TO	DUE FR
1480 Public Safety Tax Fund		9,952.44
9999 Treasurers Pooled Cash	9,952.44	
	-----	-----
TOTAL	9,952.44	9,952.44

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Rescinding Res. 2023-686 Cancel Stale Dated Warrants
Presenter:	
Prepared By:	Rayce Miller
Reviewed By:	Lorene Roe
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (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

2023-686 is rescinded due to a mathematical error. Pursuant to RCW 36.22.100 "Registered or interest bearing county warrants not presented within one year of the date of their call, and all other county warrants not presented within one year of the date of their issue shall be canceled by the legislative authority of the county and the auditor and treasurer of the county shall cancel all record of such warrants, so as to leave the funds as if such warrants had never been drawn".

Fiscal Impact

Amount: \$120,349.88

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

Recommendation

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

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF RESCINDING RESOLUTION 2023-686 CANCELLATION OF UNCLAIMED
WARRANTS AS SET FORTH IN RCW 36.22.100.

WHEREAS, Resolution 2023-686 was submitted with a mathematical error in the amount of \$582.00; and

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

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

<u>Name of Fund</u>	<u>Number</u>	<u>Outstanding Balance</u>
General Fund	0010	\$25,112.55
County Road	1010	\$396.00
Human Services	1080	\$86,742.17
Juvenile Justice Center	1150	\$314.01
Public Safety Tax	1480	\$591.15
Homeless Housing & Assistance	1540	\$7,194.00
		TOTAL \$120,349.88

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

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

Dated this _____ day of _____, 2023.

Chairman of the Board

Commissioner

Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Stale Dated Outstanding Warrants 06/30/2022
Benton County Current Expense

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

Stale Dated Outstanding Warrants 06/30/2022
Benton County Current Expense

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

Stale Dated Outstanding Warrants 06/30/2022
Benton County Current Expense

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

Stale Dated Outstanding Warrants 06/30/2022
Benton County Current Expense

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

Stale Dated Outstanding Warrants 06/30/2022
Benton County Current Expense

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

Stale Dated Outstanding Warrants 06/30/2022
Benton County Current Expense

Check Date	Warrant #	Vendor Name	Amount
5/13/2022	231621	BREIT SP MF RICHLAND LLC	\$8,975.73
5/20/2022	232089	BREIT SP MF RICHLAND LLC	\$40.00
5/27/2022	232491	CENTRAL PARK APARTMENTS	\$5,350.00
6/17/2022	233245	RPQ DELAWARE LLC	\$7,329.00
6/17/2022	233245	RPQ DELAWARE LLC	\$193.50
6/17/2022	233279	STERLING PROPERTY	\$1,808.00
6/24/2022	233505	COPPER MOUNTAIN APARTMENTS LLC	\$2,810.00
Human Service Fund Totals			\$86,742.17
Juvenile Fund			
3/25/2022	229908	WESTERN DETENTION PRODUCTS INC	\$264.88
4/7/2022	230280	STANKOVICH, JEFFREY	\$49.13
Juvenile Fund Totals			\$314.01
Public Safety Tax Fund			
6/3/2022	232734	TRANSWORLD SYSTEMS INC	\$591.15
Public Safety Tax Fund Totals			\$591.15
Homeless Housing Fund			
9/18/2020	209939	RPQ DELAWARE LLC	\$1,005.00
3/5/2021	215476	LAKESIDE KENNEWICK LLC	\$4,975.00
3/25/2022	229816	KAMIAKIN APTS	\$70.00
4/22/2022	231033	DICKINSON, EVAN ANDREW	\$417.00
6/3/2022	232689	LAVERDE APARTMENTS	\$145.00
6/24/2022	233505	COPPER MOUNTAIN APARTMENTS LLC	\$582.00
Homeless Housing Fund Totals			\$7,194.00
Grand Total			\$120,349.88

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	WA Office of the Secretary of State Elections Division VoteWA Data Sharing Agreement
Presenter:	
Prepared By:	Brenda Chilton
Reviewed By:	LeeAnn Holt & Robert Heard
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 Auditor's Office wishes to accept the attached agreement with WA Office of the Secretary of State, Elections Division and Benton County. This agreement is for data sharing between Benton County Elections and WA Office of the Secretary of State, Elections Division. The State is requiring Benton County to sign the Agreement first; then they will sign last.

Fiscal Impact

0

Recommendation

The Board of Benton County Commissioners hereby authorizes to accept the Data Sharing Agreement with the WA Office of the Secretary of State, Elections Division.

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 OR CHAIRMAN PRO-TEM OF THE BOARD TO SIGN THE VOTEWA DATA SHARING AGREEMENT BETWEEN THE WASHINGTON OFFICE OF THE SECRETARY OF STATE, ELECTIONS DIVISION, AND BENTON COUNTY

WHEREAS, RCW 39.34.240, concerning cybersecurity and data sharing in Washington state government, effective July 25, 2021, created new requirements for state agencies, including requiring state agencies to have interagency data sharing agreements (DSAs) in place with all outside organizations with whom they share data; and

WHEREAS, the Office of the Secretary of State, Elections Division and Benton County regularly share data related to the Statewide Voter Registration Database (commonly referred to as VoteWA) as set forth in RCW 29A.08.125; and

WHEREAS, the Office of the Secretary of State, Elections Division has presented a VoteWA Data Sharing Agreement which has been reviewed by the County Auditor, who serves as the ex officio supervisor of elections for Benton County, and approved as to form by the Office of the Prosecuting Attorney; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby authorizes Chairman or Chairman Pro-Tem of the Board of County Commissioners, to sign the VoteWA Data Sharing Agreement between the Washington Office of the Secretary of State, Elections Division, and Benton County; and

BE IT FURTHER RESOLVED, the VoteWA Data Sharing Agreement shall take effect upon date of execution, automatically renewing each year on the date that is the anniversary date of the effective date, and shall remain in effect unless terminated by either party.

Dated this _____ **day of** _____, **2023**

Chairman of the Board

Commissioner

Commissioner

Attest:
Clerk of the Board

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

**VOTEWA DATA SHARING AGREEMENT
BETWEEN
THE WASHINGTON OFFICE OF THE SECRETARY OF STATE, ELECTIONS DIVISION
AND
BENTON COUNTY**

This VoteWA Data Sharing Agreement (this "Agreement") is entered into by and between the Washington Office of the Secretary of State, Elections Division (hereinafter referred to as "OSOS") and Benton County (hereinafter referred to as "County").

WHEREAS, OSOS and thirty-nine (39) Washington state counties have collaborated together in order to modernize, streamline, and improve the elections process through the development and implementation of a statewide modern Elections Management Project (EMP) for the state of Washington, commonly known as VoteWA; and

WHEREAS, RCW 39.34.240 requires public agencies to enter into a written agreement that conforms to the policies of the Office of Cybersecurity when a public agency requests Category 3 or higher data (as defined in policy established in accordance with RCW 43.105.054) from another public agency; and

WHEREAS, OSOS has requested and is receiving Category 3 or higher data from County through the VoteWA system; and

WHEREAS, while OSOS and County are parties to an agreement setting forth their obligations and duties with respect to the annual vendor maintenance and support costs of the VoteWA system, that agreement does not address VoteWA data sharing between County and OSOS; and

WHEREAS, OSOS and County desire to enter into this Agreement to comply with the provisions of RCW 39.34.240 and the policies of the Office of Cybersecurity for VoteWA data shared between them.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, OSOS and County agree as follows:

1. PURPOSE

It is the purpose of this Agreement to establish the terms, conditions, and restrictions under which County provides requested VoteWA data electronically to OSOS or OSOS provides requested VoteWA data electronically to County. Both parties will receive and safeguard the data as set forth in this Agreement.

2. DATA TO BE SHARED UNDER THIS AGREEMENT; CLASSIFICATION OF DATA

County is providing OSOS with the VoteWA data listed below, classified by Category (as defined in OCIO Policy "Data Classification Standard"):

Description of Data

Category (1-4)

-
- *Category 3: Voter Registration Records, including data specifically protected from disclosure by law*
 - *Signature Image*
 - *Form images*

- *Personal information about individuals (DLN, SSN4)*
 - *Registration source*
 - *UOCAVA (Uniformed And Overseas Citizens Absentee Voting Act) status*
 - *Email*
 - *Phone number*
 - *Language preference*
 - *Registration information for voters under the age of 18*
- *Category 3: Ballot Issuance Records, including data specifically protected from disclosure by law*
 - *Signature Image*
 - *Envelope Image*
 - *UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) status*
 - *Ballot issuance information for voters under the age of 18*
- *Category 3: Voter Pamphlet information*
 - *Arguments or statements submitted to the secretary of state for publication in the voters' pamphlet are protected until the submission deadline has passed or all submissions have been received.*
- *Category 3: Information regarding IT infrastructure and security of computer and telecommunications*
 - *In order to implement system improvements, information regarding the elections infrastructure may need to be discussed with the VoteWA governing bodies during meetings and system improvement discussions.*

3. PERIOD OF PERFORMANCE

The period of performance of this Agreement commences on the date it is executed by both parties (the "Effective Date"), and automatically renews each year on the date that is the anniversary date of the Effective Date.

4. DELIVERY OF DATA

The data shall be provided by the County to OSOS or by the OSOS to the County via secure file transfer. Data will be secured using separate encryption and password protection from any used by the secure file transfer tool.

5. DATA STORAGE AND HANDLING REQUIREMENTS

All data provided by the County will be stored by OSOS on secure servers with access limited to the least number of OSOS staff needed to have access to the data for purposes of the VoteWA system and elections management. Files received via secure file transfer will be removed immediately from the secure file transfer tool once retrieved.

All data provided by the OSOS will be stored by the County on secure servers with access limited to the least number of County staff needed to have access to the data for purposes of the elections management. Files received via secure file transfer will be removed immediately from the secure file transfer tool once retrieved.

6. SECURITY OF DATA

OSOS and the County shall take due care and reasonable precautions to protect the data from unauthorized physical and electronic access. OSOS and the County will strive to meet or exceed the requirements of the OCIO policies and standards for data security and access controls, including OCIO's "Data Sharing Policy," to ensure the confidentiality, availability and integrity of all data shared.

7. NON-DISCLOSURE OF DATA; CONFIDENTIALITY

Neither party nor its officials, officers, employees, volunteers, or agents may disclose, in whole or in part, any data covered by this Agreement, except as necessary to accomplish the express purposes of this Agreement or as may be required or permitted by law. Both parties agree to maintain the confidentiality of the data covered by this Agreement to the fullest extent required or permitted by law.

8. TERMINATION

Either party may terminate this Agreement with 30 days' prior written notice to the contract manager for the other party listed in Section 12 of this Agreement; provided, however, that once data is accessed by OSOS, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

9. DISPUTE RESOLUTION

If a dispute arises between OSOS and County under this Agreement, both parties will make a prompt, reasonable, good-faith effort to resolve the dispute by negotiation. If the parties fail to resolve the dispute through negotiation, the parties will choose a mutually acceptable alternative dispute resolution method. Such an alternative dispute resolution process must precede any judicial action, provided that both parties mutually pursue such alternative dispute resolution promptly, reasonably and in good faith.

10. GOVERNANCE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

11. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties and may be modified only by written instrument duly executed by both parties.

12. CONTRACT MANAGEMENT

The contract manager for each of the parties is listed below and shall be responsible for and shall be the contact person for all communications regarding this Agreement:

Contract Manager for County:	Contract Manager for OSOS:
<u>Brenda Chilton</u> Benton County 620 Market St Prosser, WA 99350 Phone: (509) 736-3085/509-736-2707 brenda.chilton@co.benton.wa.us	<u>Stuart Holmes</u> Director of Elections Office of the Secretary of State 520 Union Ave. Olympia, WA 98501 Phone: (360) 725-5794 stuart.holmes@sos.wa.gov

THIS AGREEMENT is executed by the persons signing below who warrant that they have the authority to execute this Agreement.

County:

OSOS:

Benton County Commissioner

Office of the Secretary of State

Signature

Signature

Director of Elections

Title

Title

Date

Date

Benton County Auditor

Brenda Chilton

Signature

Benton County Auditor

Title

10/25/2023

Date

Benton County Deputy Prosecuting Attorney

Approved as to Form Attached

From: LeeAnn Holt <leeann.holt@co.benton.wa.us>

Sent: Tuesday, October 24, 2023 9:49 AM

To: Robert Heard <Robert.Heard@co.benton.wa.us>; Brenda Chilton <Brenda.Chilton@co.benton.wa.us>

Cc: Lorene Roe <Lorene.Roe@co.benton.wa.us>; Amanda Hatfield <Amanda.Hatfield@co.benton.wa.us>

Subject: RE: [EXTERNAL] UPDATE: VoteWA Data Sharing Agreement (RCW 39.34.240)

Brenda,

I have reviewed the updated Agreement and am fine with it.

Sincerely,

LeeAnn Holt

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privilege information. If you have intercepted, endeavored to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Rescinding Resolution 2023-670 Appointing Andrew Wirkkala to the Mid-Columbia Libraries Board of Trustees
Presenter:	
Prepared By:	Amanda Pearson
Reviewed By:	
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

On October 4th, 2023, Franklin County adopted Resolution 2023-276. This Resolution was in the matter of approving the appointment of Andrew Wirkkala to the Mid-Columbia Libraries Board of Trustees.

Benton County independently drafted a Resolution (2023-670) regarding the same matter, which was adopted on October 3rd, 2023.

In the past, Franklin County and their County Commissioners approve the appointment primarily, then send the approved resolution to Benton County to be put on the Benton County agenda for approval.

To remain consistent with board appointments for the Mid-Columbia Libraries Board of Trustees, Resolution 2023-670, adopted by Benton County, will need to be rescinded so that Benton County can execute Franklin County Resolution 2023-276.

Fiscal Impact

None

Recommendation

It is recommended that the Board rescinds Resolution 2023-670 to create a single Resolution document for the Mid-Columbia Libraries Board of Trustees appointment signed and approved by both Benton and Franklin County.

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 2023-670, TO CREATE A SINGLE RESOLUTION DOCUMENT FOR THE MID-COLUMBIA LIBRARIES BOARD OF TRUSTEES APPOINTMENT SIGNED AND APPROVED BY BENTON AND FRANKLIN COUNTY

WHEREAS, Franklin County adopted Resolution 2023-276 for the appointment of Andrew Wirkkala to the Mid-Columbia Libraries Board of Trustees; and

WHEREAS, Benton County adopted an independently prepared Resolution 2023-670 for the same appointment of Andrew Wirkkala; and

WHEREAS, the Mid-Columbia Libraries Board of Trustees requires a single Resolution document signed by both Franklin and Benton County; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby rescinds Resolution 2023-670 creating a single Resolution document for the Mid-Columbia Libraries Board of Trustees appointment.

Dated this ____ day of _____, 2023.

Chairman of the Board

Commissioner

Commissioner

Attest:
Clerk to the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2023-276

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

IN THE MATTER OF APPROVING THE APPOINTMENT OF ANDREW WIRKKALA TO THE MID-COLUMBIA LIBRARIES BOARD OF TRUSTEES TO FILL THE UNEXPIRED TERM OF RICH SIGDEL WHO HAS RESIGNED FROM A TERM EXPIRING DECEMBER 31, 2025.

WHEREAS, Richa Sigdel has resigned as a member of the Mid-Columbia Libraries Board of Trustees, creating a vacancy; and

WHEREAS, The Library Board advertised this position and has completed the interview process; and

WHEREAS, the Board of Trustees of Mid-Columbia Libraries unanimously voted to recommend Andrew Wirkkala to fill the unexpired term; **NOW, THEREFORE,**

BE IT RESOLVED the Boards of Commissioners of Benton and Franklin Counties hereby approve the appointment of Andrew Wirkkala to the Board of Trustees of Mid-Columbia Libraries, with said term expiring on December 31, 2025.

Dated this ____ day of _____, 2023

Dated this 4 day of OCTOBER, 2023

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

ABSTAINED

Chairman of the Board

Chairman of the Board

Chairman Pro Tem


Chairman Pro Tem

Member


Member

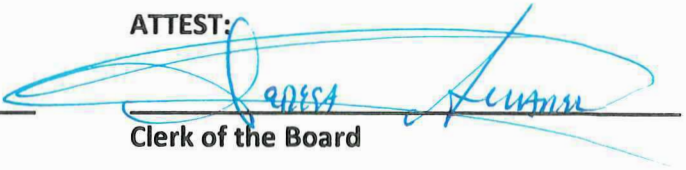
Constituting the Board of County
Commissioners of Benton County, Washington

Constituting the Board of County
Commissioners of Franklin County, Washington

ATTEST:

ATTEST:

Clerk of the Board


Clerk of the Board

cc: MCL; file



Keewaydin Park Branch
405 S. Dayton St.
Kennewick WA. 99336
(509) 586-3156

September 20, 2023

Franklin County Commissioners
Franklin County Courthouse
PO Box 1451
Pasco, WA 99301

Dear Commissioners:

The Mid-Columbia Libraries Board of Trustees has a vacancy on its Board due to the resignation of Richa Sigdel. Ms. Sigdel's resignation leaves a vacancy for an unexpired partial-term ending December 31, 2025.

The Library Board advertised this position and has completed the interview process. On September 19, 2023, the Library Board unanimously recommended Andrew Wirkkala.

The Board of Trustees for Mid-Columbia Libraries is requesting a joint resolution appointing Benton County/Kennewick resident Andrew Wirkkala to the Board to fill an unexpired partial-term ending on December 31, 2025.

Thank you for your consideration of this matter. Please let me know if I can be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erin Meneely", is written over the printed name and title.

Erin Meneely
Operations Director

cc: Benton County Commissioners

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Authorizing the Purchase of Uniforms and Accessories from Galls, LLC
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Purchasing Department
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 Corrections Department and the Benton County Sheriff's Office are currently utilizing the Washington State Contract No. 01417 to purchase uniforms and equipment from Galls, LLC, with a term expiring December 31, 2023, per Resolution 2022-760.

Both departments wish to continue purchasing as needed uniforms and equipment from Galls, LLC utilizing said contract for a term commencing January 1, 2024 and terminating July 2, 2025 for an overall amount not to exceed \$250,000 excluding WSST.

Fiscal Impact

Expenditures shall be paid from the approved budget of each department that utilizes the attached Purchase Agreement for an overall amount not to exceed \$250,000 excluding WSST.

Recommendation

Approve the attached Resolution and Purchase Agreement for the purchase of uniforms and accessories for the Benton County Corrections Department and the Benton County Sheriff's Office from Galls, LLC utilizing Washington State Contract No. 01417, and authorize the Chairman or Chairman Pro-Tem of the Board to sign said Purchase Agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF UNIFORMS AND ACCESSORIES FROM GALLS, LLC UTILIZING WASHINGTON STATE CONTRACT NO. 01417 FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT AND THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Corrections Department and the Benton County Sheriff's Office are currently utilizing the Washington State Contract No. 01417 to purchase uniforms and equipment from Galls, LLC, with a term expiring December 31, 2023, per Resolution 2022-760; and

WHEREAS, both departments wish to continue purchasing as needed uniforms and equipment from Galls, LLC utilizing said contract for a term commencing January 1, 2024 and terminating July 2, 2025 for an overall amount not to exceed \$250,000 excluding WSST; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the purchase of uniforms and accessories for the Benton County Corrections Department and the Benton County Sheriff's Office from Galls, LLC utilizing Washington State Contract No. 01417, with a Purchase Agreement amount not to exceed \$250,000 excluding WSST, for a term commencing January 1, 2024 and terminating July 2, 2025; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman or Chairman Pro-Tem of the Board to sign said Purchase Agreement.

Dated this 7th day of November, 2023.

Chairman of the Board

Chairman Pro-Tem

Attest.....
Clerk of the Board

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

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: Galls, LLC		AGREEMENT: The Vendor agrees to make available the goods provided in Exhibit A - Amendment No. 1 to Benton County under the terms described herein.		
Vendor Code:				
Vendor Contact: Tiffany Brewer				
Vendor Contact Phone: (859) 800-1406				
Vendor Principal Place of Business: 1340 Russell Cave Rd, Lexington, KY 40505				
Ship To: Benton County Corrections Department /or Benton County Sheriff's Office 7122 W. Okanogan Pl. Ste. B110 Kennewick, WA 99336		Bill To: Benton County Corrections Department / or Benton County Sheriff's Office 7122 W. Okanogan Pl. Ste. B110 Kennewick, WA 99336		
Line	Description	Qty		
	Vendor agrees to provide all items and name brands associated with Exhibit A - Amendment No. 1 available to the County for the purchase at the price discounts provided in the attached Exhibit A - Amendment No. 1, as currently in effect, or hereafter amended pursuant to the State of Washington Contract No. 01417.			
The term of this Agreement shall commence January 1, 2024 and shall expire July 2, 2025.				
This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 01417 (copy attached hereto as Master Contract) as well as the Price Worksheet (attached as Exhibit A).		Questions and Clarifications should be Addressed to Buyer Contact:		
Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms and/or previous contracts.		Contact: Lisa Small		
		Address: 7122 W. Okanogan Pl, Ste. B110		
		Kennewick, WA 99336		
		Phone: 509-786-1451 ext. 3880		
		Email: Lisa.Small@co.benton.wa.us		
In case of conflict, the order of precedence is:				
1. The State of Washington Contract No. 01417				
2. Pricing Worksheet attached hereto as Exhibit A - Amendment No. 1, as currently in effect or hereafter amended.				
3. This Purchase Agreement				
DocuSigned by: _____				
Approved as to For _____				
(Deputy Prosecutor _____)				
D9A9308B67BB475... JPA				

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

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

Vendor Name (Print): Mike Fadden Title: Chief Executive Officer Date: 10/12/2023

Vendor Signature: _____



Chairman

Benton County

Board of Commissioners: _____ Date: _____

Will McKay, Chairman

MASTER CONTRACT

No. 01417

UNIFORMS AND ACCESSORIES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

GALLS, LLC

Dated July 3, 2019

MASTER CONTRACT

No. 01417

UNIFORMS AND ACCESSORIES

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Galls, LLC, a Delaware limited liability company ("Contractor") and is dated and effective as of July 3, 2019.

RECITALS

- A.** Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods for general use by Washington state agencies and certain other entities (eligible purchasers).
- B.** On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Procurement Solicitation No. 01417 dated May 29, 2019 regarding Uniforms and Accessories.
- C.** Enterprise Services evaluated all responses to the Procurement Solicitation and identified Contractor as an/the apparent successful bidder.
- D.** Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E.** The purpose of this Master Contract is to enable eligible purchasers to purchase the goods as set forth herein.

AGREEMENT

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

- 1. TERM.** The term of this Master Contract is sixty (60) (72) months, commencing July 3, 2019 and ending July 2, 2025.
- 2. ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
 - 2.2. ORCPP.** This master Contract will also be available for use by the Oregon Cooperative Purchasing Program (ORCPP)

- 2.3. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell uniforms, and related outerwear, footwear and accessories for the manufacturers awarded and services included in [Exhibit A – Price](#). Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods beyond this scope.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. PRICE CEILING. Although Contractor may offer lower prices or higher discounts as applicable to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the products at no greater than the prices or lower discounts as applicable set forth in [Exhibit A-Price](#).
- 3.4. ECONOMIC ADJUSTMENT – ALTERATIONS AND CUSTOMIZATIONS ONLY. Beginning thirty-six (36) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit A* for alterations and customizations only, shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. Prices shall be adjusted on October 1. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the night higher aggregate index available will be used. The economic adjustment shall be calculated as follows:
- New Price = (Average 12 months of the most current index data – Average 12 months index data prior to Contract start date) / Average 12 months index prior to Contract start date
- BLS Index: PCU3152
- 3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot

make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.5. AUTHORIZED DEALER. Contractor represents and warrants that it is an authorized product reseller for the products and that it shall maintain its authorized product reseller status for the Term of this Master Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized product reseller.
- 4.6. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.7. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone

are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

- 4.8. EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.11. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods or suggesting that such goods are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order products from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser. At a minimum, Contractor shall accept telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number. Contractor shall provide the following Purchase Order notifications and acknowledgements to the Purchasers:
- (a) Acknowledgement within 24 hours that the order was received;
 - (b) Acknowledgement and tracking information within 24 hours of the order being shipped;
 - (c) Acknowledgement within 48 hours of a return/refund;
 - (d) Notification of out-of-stock and backorder items within 48 hours.
- 5.2. CUSTOMER SUPPORT. Contractor shall provide customer support via telephone at a minimum from 9:00 AM to 5:00 PM Pacific Standard Time Monday through Friday, except federal holidays.
- 5.3. PHYSICAL LOCATIONS FOR ALTERATIONS. Contractor shall maintain physical locations for fit testing and alterations as set forth in [Exhibit B – Requirements](#).
- 5.4. WEB BASED ORDERING SYSTEM. Contractor shall make available a web based ordering system at no cost to Purchasers. Contractor shall provide Purchasers with instructions, training, customer service, and maintenance and repairs as necessary and free of charge. The web based ordering system shall meet the minimum requirements as set forth in [Exhibit B – Requirements](#).
- 5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall not require minimum orders for products nor impose surcharges based on order size.
 - (b) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Stock products ordered without alterations have to be delivered to Purchasers within ten (10) business days from the day of the order, unless otherwise mutually agreed to between Contractor and the Purchaser. Products ordered with alterations have to be delivered within thirty (30) from the day of the order.
 - (c) SHIP TO BUSINESS ADDRESS. If shipping to the Purchaser (Agency/Organization) site (Business Address), Contractor shall ship all products purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.

- (d) SHIP TO RESIDENTIAL ADDRESS. If shipping to a residential address, Contractor may either charge a pass-through only shipping fee or Purchaser may provide a shipping account number to bill. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (e) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 5.6. RECEIPT AND INSPECTION OF PRODUCTS. Products purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of products that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected products. If there are any apparent defects in the products at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged products or, at Purchaser's option, Purchaser may note any damage to products on the receiving report, decline acceptance, and deduct the cost of rejected products from final payment. Payment for any products under such Purchase Order shall not be deemed acceptance of the products.
- 5.7. RETURN POLICY. Purchasers can return products in the original packaging up to sixty (60) days from the date the products were delivered. Contractor shall not charge any restocking fees and provide a full refund within thirty (30) days of the receipt of the return.

6. INVOICING & PAYMENT.

- 6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 01417
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 6.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

- 7.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Monya "Mo" Tabor
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8033
Email: descprmoofficeoperations@des.wa.gov

Contractor

Attn: Tiffany Brewer
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505
Tel: (859) 800-1406
Email: brewer-tiffany@galls.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative. The name of the representative and the phone number, email address, or any other method of communicating with the representative, shall be furnished to eligible Purchasers and Enterprise Services after award. A backup person who is sufficiently trained

to assume these duties shall be designated and be available in absence of the primary customer service representative.

- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Michael Wessner, CEO
Galls, LLC – Legal Department
1340 Russell Cave Road
Lexington, KY 40505
Email: brewer-tiffany@galls.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.
- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

- 8.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

- 8.3. **ANNUAL MASTER CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum:

Product description, manufacturer, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

- 8.4. QUARTERLY REPORT OF SMALL AND DIVERSE BUSINESS INCLUSION. Quarterly, Contractor shall report to Enterprise Services its small and diverse business inclusion results pertaining to this Master Contract. For this Master Contract and Contractor's utilization of small businesses (see RCW 39.26.010 (definition of 'small business')) and Washington State certified diverse businesses (i.e., woman-owned, minority-owned, and veteran-owned), such report shall detail which, if any, small and diverse businesses Contractor has utilized for purposes of this Master Contract and whether such subcontractor(s) meet the applicable Washington State criteria to be either a 'small business' or a 'diverse business', and report the amount paid to each such subcontractor. Contractor shall maintain records supporting such report in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

- 9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \$625$).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable

satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

13.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

13.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any

Purchaser from payment for goods already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 14.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 14.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 14.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. **ASSIGNMENT.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 14.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- 14.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and

costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

- 14.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 14.23. **COUNTERPARTS.** This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Josh Klika
Its: Procurement Supervisor

GALLS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: 
Michael Wessner
Its: Chief Executive Officer

PRICE

Galls, LLC is authorized to sell uniforms, and related outerwear, footwear and accessories for the manufacturers awarded and services included in this exhibit.

Contract prices are based on Galls, LLC publically available list price and the discount 'percentage off' by manufacturer listed below. The entire manufacturer's catalog as available from Galls, LLC is available for purchase in this Contract.

Manufacturer	% off
5.11 Tactical	15%
Aker	15%
Bates	15%
Bianchi	15%
Blackhawk	10%
Blauer	5%
Boston Leather	15%
Bulwark/Bulwark FR (Shirts)	25%
Bulwark/Bulwark FR (Pants)	20%
Bulwark/Bulwark FR (Coveralls)	15%
Bulwark/Bulwark FR (All other items)	25%
Carhart	10%
Danner	25%
Dickies	10%
Edwards	30%
Fechheimer	25%
Flying Cross	25%
HAIX	10%
Hanes	10%

Manufacturer	% off
Lion	15%
New Era	10%
Olympic Uniform	15%
PM Belts	10%
Port & Company	10%
Port Authority	10%
Red Kap	20%
Richardson Cap	15%
Rothco	10%
Safariland	20%
Schoeller	10%
Spiewak	20%
Stratton	30%
Thorogood	10%
Vertx	30%
Walls	5%
Workrite	25%

In addition to the full manufacturer's catalog as discounted above, Galls, LLC also offers a 10% discount on all other manufacturer's items listed on either www.galls.com or wastatecontract.galls.com.

Galls, LLC is also contracted to provide the following garment alterations:

Alterations

Description	Price (ea)
Hemming	\$ 4.00
Re-Hemming	\$ 4.00
Shorten Sleeves - Shirt	\$ 8.00
Shorten Sleeves - Jacket/Coat/Coverall	\$ 8.00
Add tails to shirt	\$ 8.00
Taper Sides Shirts/Jackets/ Blazers	\$ 8.00
Sew in Military Creases	\$ 7.00
Waist adjustments	\$ 7.00
Seat Adjustment	\$ 7.00
Alter Rise	\$ 7.00
Repair broken zipper - jacket	\$ 10.00
Repair broken zipper - pants	\$ 10.00
Pant Striping 1" or narrower	\$ 15.00
Pant Striping > 1" wide	\$ 15.00
Coat Sleeve Stripe - 1 row	\$ 15.00
Coat Sleeve Stripe - each additional row	\$ 15.00
Add Microphone Tab to shirt, jacket, etc.	\$ 9.00
Add Badge Tab to shirt, jacket, etc.	\$ 9.00
Add/Change Shoulder Strap/Epilates	\$ 6.00
Add/Change Pocket Flaps	\$ 6.00
Attach customer provided patches, nametags, etc. on shirts & non-waterproof outerwear	\$ 2.50
Attach customer provided patches, nametags, etc. on waterproof outerwear	\$ 5.00

Galls, LLC is also contracted to provide the following garment customizations:

Heat Press Customizations

Set up charge per design – one time charge: NO CHARGE

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), Single Color	\$ 12.73	\$ 8.50	\$ 7.05	\$ 6.50	\$ 6.10
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	\$ 20.65	\$ 12.64	\$ 9.87	\$ 8.78	\$ 8.01
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	\$ 28.57	\$ 12.64	\$ 12.64	\$ 11.05	\$ 9.90
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	\$ 36.50	\$ 20.81	\$ 15.43	\$ 13.33	\$ 11.80

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	\$ 44.43	\$ 24.90	\$ 18.21	\$ 15.58	\$ 13.70
Heat Press - Shirt L or R Chest (Approx 5" x 5"), Single Color	\$ 5.60	\$ 5.60	\$ 5.60	\$ 5.60	\$ 4.70
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	\$ 7.58	\$ 7.58	\$ 7.58	\$ 7.58	\$ 5.90
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	\$ 9.55	\$ 9.55	\$ 9.55	\$ 9.55	\$ 7.08
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	\$ 11.54	\$ 11.54	\$ 11.54	\$ 11.54	\$ 8.28
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	\$ 13.53	\$ 13.53	\$ 13.53	\$ 13.53	\$ 9.47
Heat Press – Cap (Approx 3" x 5"), Single Color	\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.37
Heat Press – Cap (Approx 3" x 5"), 2 Colors	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35
Heat Press – Cap (Approx 3" x 5"), 3 Colors	\$ 6.34	\$ 6.34	\$ 6.34	\$ 6.34	\$ 6.34
Heat Press – Cap (Approx 3" x 5"), 4 Colors	\$ 7.34	\$ 7.34	\$ 7.34	\$ 7.34	\$ 7.34
Heat Press – Cap (Approx 3" x 5"), 5 Colors	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33	\$ 8.33

Silk Screen Customizations

Set up charge per design – one time charge: \$100.00

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), Single Color	\$ 225.00	\$ 225.00	\$ 9.00	\$ 8.00	\$ 6.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	\$ 275.00	\$ 275.00	\$ 11.00	\$ 10.00	\$ 8.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	\$ 325.00	\$ 325.00	\$ 13.00	\$ 12.00	\$ 10.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	\$ 375.00	\$ 375.00	\$ 15.00	\$ 14.00	\$ 12.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	\$ 425.00	\$ 425.00	\$ 17.00	\$ 16.00	\$ 14.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), Single Color	\$ 225.00	\$ 225.00	\$ 9.00	\$ 8.00	\$ 6.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	\$ 275.00	\$ 275.00	\$ 11.00	\$ 10.00	\$ 8.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	\$ 325.00	\$ 325.00	\$ 13.00	\$ 12.00	\$ 10.00

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	\$ 375.00	\$ 375.00	\$ 15.00	\$ 14.00	\$ 12.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	\$ 425.00	\$ 425.00	\$ 17.00	\$ 16.00	\$ 14.00
Silk Screen – Cap (Approx 3" x 5"), Single Color	\$ 225.00	\$ 225.00	\$ 9.00	\$ 8.00	\$ 6.00
Silk Screen – Cap (Approx 3" x 5"), 2 Colors	\$ 275.00	\$ 275.00	\$ 11.00	\$ 10.00	\$ 8.00
Silk Screen – Cap (Approx 3" x 5"), 3 Colors	\$ 325.00	\$ 325.00	\$ 13.00	\$ 12.00	\$ 10.00
Silk Screen – Cap (Approx 3" x 5"), 4 Colors	\$ 375.00	\$ 375.00	\$ 15.00	\$ 14.00	\$ 12.00
Silk Screen – Cap (Approx 3" x 5"), 5 Colors	\$ 425.00	\$ 425.00	\$ 17.00	\$ 16.00	\$ 14.00

Embroidery Customization

Set up charge per design – one time charge: \$25.00

Price per each piece

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Embroidery (any material, any location) - price per item, per 1,000 stitches	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65

QUALIFICATIONS

1. **FITTINGS AND ALTERATIONS.** During the term of this Master Contract, Galls, LLC will continuously meet these Fitting and Alteration Qualifications.
 - a. Galls, LLC has four (4) branch locations currently in operation that do fittings and alterations.
 - i. Galls Seattle
8610 Aurora Avenue North
Seattle, WA 98103
 - ii. Galls Des Moines
21621 Pacific highway South
Des Moines, WA 98198
 - iii. Galls Spokane
1306 North Howard
Spokane, WA 99201
 - iv. Galls Portland
9047 Southwest Barbur Boulevard
Portland, OR 97219
 - b. Galls is able to travel to purchaser's location for fit testing.
2. **ONLINE CATALOG.** During the term of this Master Contract, Galls, LLC will continuously meet these Online Catalog Qualifications.
 - a. Galls, LLC has existing eQuip website(s) with the ability for Purchasers to complete online orders.
 - b. Galls, LLC has an online product catalog with product specifications, manufacturer part numbers and the contracted price.
 - c. Galls, LLC eQuip website has the functionality to search, sort and filter the products.
 - d. Galls, LLC will create custom eQuip websites for Purchaser with their product offering, delivery requirements, and payment options.
3. **WEBSITE CONFIGURATION.** During the term of this Master Contract, Galls, LLC will continuously meet these Website Configuration Qualifications.
 - a. Galls, LLC eQuip website can be configured to provide individual employees their own accounts with unique logins for completing orders to the Purchaser's administrator account. The administrator account will also be able to complete orders.
 - b. Galls, LLC eQuip website can set limits on individual employee's accounts by dollars or unit allotment over a period of time as set by the Purchaser.
 - c. Galls, LLC eQuip website offers the ability to have up to three (3) levels of approval prior to the order being placed.
4. **Website Reports.** During the term of this Master Contract, Galls, LLC will continuously meet these Website Report Qualifications.
 - a. Galls, LLC eQuip website offers the ability for administrators to generate reports. This would include order history and an itemized sales report with product, pricing and ordering information. These reports can be run in real time and specify date ranges.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - c. **TECHNOLOGY PROFESSIONAL LIABILITY (ERRORS & OMISSIONS).** Technology Professional Liability Insurance coverage. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Contractor in this Master Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Combined single limit per occurrence shall not be less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - d. **CRIME INSURANCE/EMPLOYEE DISHONESTY.** Employee Dishonesty and (when applicable) Inside/Outside Money and Securities including Computer Fraud coverages for State of Washington and/or Purchaser-owned property in the care, custody, and control of Contractor. Coverage limits shall not be less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - e. **CYBER RISK LIABILITY INSURANCE.** Cyber Risk insurance, on an occurrence form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract. Limits are \$2,000,000 per claim/annual aggregate

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in general liability policy, required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management.

Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** Except for Workers Compensation, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Exhibit A - Amendment No. 1

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01417
	Amendment No.:	1
Galls, LLC 1340 Russell Cave Road Lexington, KY 40505	Effective Date:	November 21, 2022

**FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 01417
UNIFORMS AND ACCESSORIES**

This First Amendment ("Amendment") to Contract No. 01417 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Galls, LLC, a Delaware Limited Liability Company ("Contractor") and is dated and effective as of November 21, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01417 for GALLS, LLC dated effective as of July 3, 2109 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRICING.** The Master Contract pricing for the Uniforms and Accessories is hereby amended by deleting the existing *Exhibit A – Prices* in its entirety and inserting the attached ***Exhibit A – Prices***. As of the effective date of this Amendment, any reference to ***Exhibit A – Prices*** shall be deemed to be a reference to the attached ***Exhibit A – Prices*** dated November 21, 2022.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

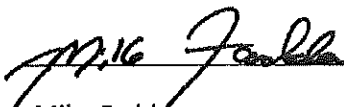
Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

GALLS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Mike Fadden
Title: CEO
Date: 11/07/2022

By: 
Name: Nick Ioanna
Title: Procurement Supervisor
Date: 11/9/2022

EXHIBIT A
Dated November 2, 2022

01417- NON CUSTOM UNIFORMS PRICE SHEET

GALLS, LLC
Account Representative: Michelle Taylor
Phone: 206.331.4360
Email: taylor-michelle@galls.com

GALLS, LLC is authorized to sell uniforms, and related outerwear, footwear and accessories for the manufacturers awarded and services included in this exhibit.

In Addition to the full manufacturers' catalog, GALLS, LLC also offers a 10% discount on all other manufacturers' items listed on www.galls.com or wastatecontract.galls.com

01417- NON CUSTOM UNIFORMS % of MSRP Price Sheet

Contract prices are based on GALLS, LLC's publicly available list price, and the discount "percentage off" by the manufacturer listed below.
The entire manufacturers' catalog as available from GALLS, LLC is available for purchase in this Contract.

In Addition to the full manufacturers' catalog, GALLS, LLC also offers a 10% discount on all other manufacturers' items listed on www.galls.com or wastatecontract.galls.com

Manufacturer	% OFF	Manufacturer	% OFF
5.11 Tactical	15%	Hanes	10%
Aker	15%	Lion	15%
Bates	15%	New Era	10%
Bianchi	15%	Olympic Uniform	15%
Blackhawk	10%	PM Belts	10%
Blauer	5%	Port and Company	10%
Boston Leather	15%	Port Authority	10%
Bulwark/Bullwark FR (Shirts)	25%	Red Kap	20%
Bulwark/Bullwark FR (Pants)	20%	Richardson Cap	15%
Bulwark/Bullwark FR (Coveralls)	15%	Rothco	10%
Bulwark/Bullwark FR (All other items)	25%	Safariland	20%
Carhart	10%	Schoeller	20%
Danner	25%	Speiwak	20%
Dickies	10%	Stratton	30%
Edwards	30%	Thorogood	10%
Fechheimer	25%	Vertx	30%
Flying Cross	25%	Walls	5%
Haix	10%	Workite	25%

01417- NON CUSTOM UNIFORMS Customizations Price Sheet

GALLS is also contracted to provide the following garment customizations:

Customizations		Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
Item No.								
CST1		Heat Press Set up charge (per design - one time charge)	\$ -	\$ 13.14	\$ 8.78	\$ 7.28	\$ 6.71	\$ 6.30
CST2		Heat Press Shirt Full Front or Back (Approx 11" x 14"), Single Color		\$ 21.32	\$ 13.05	\$ 10.19	\$ 9.07	\$ 8.27
CST3		Heat Press- Shirt Full Front or Back (Approx 11" x 14"), 2 Colors		\$ 29.50	\$ 13.05	\$ 13.05	\$ 11.41	\$ 10.22
CST4		Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors		\$ 37.69	\$ 21.49	\$ 15.93	\$ 13.76	\$ 12.18
CST5		Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 4 Colors		\$ 45.87	\$ 25.71	\$ 18.80	\$ 16.09	\$ 14.15
CST6		Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors		\$ 5.78	\$ 5.78	\$ 5.78	\$ 5.78	\$ 4.85
CST7		Heat Press - Shirt L or R Chest (Approx 5" x 5"), Single Color		\$ 7.83	\$ 7.83	\$ 7.83	\$ 7.83	\$ 6.09
CST8		Heat Press- Shirt L or R Chest (Approx 5" x 5"), 2 Colors		\$ 9.86	\$ 9.86	\$ 9.86	\$ 9.86	\$ 7.31
CST9		Heat Press - Shirt L or R Chest (Approx 5" x 5"), 3 Colors		\$ 11.92	\$ 11.92	\$ 11.92	\$ 11.92	\$ 8.55
CST10		Heat Press- Shirt L or R Chest (Approx 5" x 5"), 4 Colors		\$ 13.97	\$ 13.97	\$ 13.97	\$ 13.97	\$ 9.78
CST11		Heat Press - Shirt L or R Chest (Approx 5" x 5"), 5 Colors		\$ 4.51	\$ 4.51	\$ 4.51	\$ 4.51	\$ 4.51
CST12		Heat Press- Cap (Approx 3" x 5"), Single Color		\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52	\$ 5.52
CST13		Heat Press - Cap (Approx 3" x 5"), 2 Colors		\$ 6.55	\$ 6.55	\$ 6.55	\$ 6.55	\$ 6.55
CST14		Heat Press - Cap (Approx 3" x 5"), 3 Colors		\$ 7.58	\$ 7.58	\$ 7.58	\$ 7.58	\$ 7.58
CST15		Heat Press - Cap (Approx 3" x 5"), 4 Colors		\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.60
CST16		Heat Press - Cap (Approx 3" x 5"), 5 Colors						

01417- NON-CUSTOM UNIFORMS Silk Screen and Embroidery Price Sheet

GALLS is also contracted to provide the following garment customizations:

Silk Screen Item No.	Description	Price (ea)	Qty 1-12	Qty 13-24	Qty 25-36	Qty 37-48	Qty 48+
CST17	Silk Screen Set up charge (per design - one time charge)	\$103.25					
CST18	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), Single Color		\$ 232.31	\$ 232.31	\$ 9.29	\$ 8.26	\$ 6.20
CST19	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors		\$ 283.94	\$ 283.94	\$ 11.36	\$ 10.33	\$ 8.26
CST20	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors		\$ 335.56	\$ 335.56	\$ 13.42	\$ 12.39	\$ 10.33
CST21	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 4 Colors		\$ 387.19	\$ 387.19	\$ 15.49	\$ 14.46	\$ 12.39
CST22	Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors		\$ 438.81	\$ 438.81	\$ 17.55	\$ 16.52	\$ 14.46
CST23	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), Single Color		\$ 232.31	\$ 232.31	\$ 9.29	\$ 8.26	\$ 6.20
CST24	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 2 Colors		\$ 283.94	\$ 283.94	\$ 11.36	\$ 10.33	\$ 8.26
CST25	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 3 Colors		\$ 335.56	\$ 335.56	\$ 13.42	\$ 12.39	\$ 10.33
CST26	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 4 Colors		\$ 387.19	\$ 387.19	\$ 15.49	\$ 14.46	\$ 12.39
CST27	Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 5 Colors		\$ 438.81	\$ 438.81	\$ 17.55	\$ 16.52	\$ 14.46
CST28	Silk Screen - Cap (Approx 3" x 5"), Single Color		\$ 232.31	\$ 232.31	\$ 9.29	\$ 8.26	\$ 6.20
CST29	Silk Screen - Cap (Approx 3" x 5"), 2 Colors		\$ 283.94	\$ 283.94	\$ 11.36	\$ 10.33	\$ 8.26
CST30	Silk Screen - Cap (Approx 3" x 5"), 3 Colors		\$ 335.56	\$ 335.56	\$ 13.42	\$ 12.39	\$ 10.33
CST31	Silk Screen - Cap (Approx 3" x 5"), 4 Colors		\$ 387.19	\$ 387.19	\$ 15.49	\$ 14.46	\$ 12.39
CST32	Silk Screen - Cap (Approx 3" x 5"), 5 Colors		\$ 438.81	\$ 438.81	\$ 17.55	\$ 16.52	\$ 14.46
Embroidery							
Item No.	Description						
CST33	Embroidery Set up charge (per design - one time charge)	\$ 25.81					
CST34	Embroidery (any material, any location) - price per item, per 1,000 stitches		\$ 0.67	\$ 0.67	\$ 0.67	\$ 0.67	\$ 0.67

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/7/2023
Subject:	Executing the Subscriber Agreement between Benton County and Public Safety Testing for Law Enforcement Entry Level Testing
Presenter:	
Prepared By:	D. Henry
Reviewed By:	E. Wyant & C Nave
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

RCW 41.14 requires testing to be administered for employees of the Sheriff's Office, and that the testing be merit based and evaluate the capacity of an applicant to perform the duties they would be appointed to. For years, Benton County has contracted with Public Safety Testing to administer entry-level testing for Sheriff's Deputies. Public Safety Testing has been conducting testing since 2000, and works with hundreds of public safety employers, most of them located in the Pacific Northwest.

At their October 10, 2023 meeting, the Civil Service Commission met and reviewed the contract and the quality of the services provided by Public Safety Testing and they unanimously agreed that they were satisfied with the services of Public Safety Testing and recommend renewing the contract between the County and Public Safety Testing.

Fiscal Impact

\$3,712 for 2024 – Funds budgeted in 127-Human Resources

Recommendation

The Benton County Civil Service Commission recommends the Board of County Commissioners sign the Resolution and the Subscriber Agreement between Benton County and Public Safety Testing.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF EXECUTING THE SUBSCRIBER AGREEMENT BETWEEN BENTON
COUNTY AND PUBLIC SAFETY TESTING, INC. FOR LAW ENFORCEMENT ENTRY LEVEL
TESTING

WHEREAS, per resolution 2021-067, the agreement between Benton County and Public Safety Testing, Inc. for law enforcement entry level testing is set to expire on December 31, 2023; and

WHEREAS, it is recommended by the Benton County Civil Service Commission that Benton County enter into a new agreement commencing January 1, 2024; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Board of County Commissioners hereby approves the Subscriber Agreement as proposed between Benton County and Public Safety Testing, Inc. beginning January 1, 2024 and automatically renewing annually unless either party provides a 60-day notice.

Dated this _____ day of _____, 2023.

Chair of the Board

Chair Pro Tem

Commissioner

Attest.....

Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and Benton County, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER: Benton County, WA

POSITIONS: The following positions are included in the fee structure in Attachment A (Subscriber may post any or all positions in a category at no additional charge):

- Law Enforcement Officer (entry-level and/or BLEA certified and/or lateral)

COMMENCEMENT DATE: January 1, 2024

PROFESSIONAL FEES: Professional fees are described in Attachment A, which are incorporated herein by this reference.

Each annual renewal beyond the initial term includes a 4% increase in fees described in Attachment A.

TERMINATION: This agreement is for an initial one-year term and will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7.

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

1.1 Outreach and recruitment support, application intake processing, and administration of pre-employment written examinations and/or physical ability tests for those positions noted on Page One (1) of this Agreement.

- 1.1.1 Written examinations are administered in-person at Contractor's test events, including those conducted by Subscribing agencies; remotely through a network of certified college testing facilities; and, through the Contractor's online, virtual in-home testing program.
- 1.1.2 Physical ability tests for law enforcement and corrections applicants are administered at Contractor's test events, including those conducted by Subscribing agencies, through a network of partner gym and fitness facilities, and through the Contractor's online, virtual in-home testing program (V-PAT).
- 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%.
- 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

- 1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.
- 1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as

ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment due within 30 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.
3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:
 - 3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.
 - 3.2 The written and physical agility scores of any applicant shall be valid for 18 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.
 - 3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
 - 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.
 - 3.5 The Subscriber is encouraged to conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.

- 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
- 3.8 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.
4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.
5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
- 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:
- 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
- 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be

an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).

6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.

7. Termination. This agreement is for an initial one-year term and will automatically renew annually unless either party provides a 60-day notice as described below.

The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2023.

BENTON COUNTY, WA

By: _____

Print: Commissioner Will McKay

Its: Chair

Contact: Carlee Nave

Address: 7122 W Okanogan Pl Bldg E Suite E310

City/State/Zip: Kennewick WA, 99336

Telephone: 509-737-2777

Email: hr@co.benton.wa.us

Invoicing Preference (select one):

- ☐ US Postal Service Mail
☐ Electronic via Email @
hr@co.benton.wa.us

Subscriber's Contact & Address for Billing:

(Please complete if different from contact information above)

Contact: Devon Henry

Title: Civil Service Chief Examiner

Agency: Benton County

Address: 7122 W Okanogan Pl Bldg E Suite E310

City/State/Zip: Kennewick, WA 99336

Telephone: 509-737-2777

Email: hr@co.benton.wa.us

Steph Hallstrom, DPA
10/17/23

PUBLIC SAFETY TESTING, INC.

By:  September 12, 2023

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 – 44th Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

Agency Recruiter:

Name: _____

Title: _____

Email: _____

Agency Hiring Representative/Supervisor:

Name: _____

Title: _____

Email: _____

Chief or Agency Director:

Name: _____

Title: _____

Email: _____

ATTACHMENT -A-



PROFESSIONAL FEES

SERVICE	FEE	NOTE
PST Annual Agency Subscription: Law Enforcement Officer Testing	\$3,712	Base annual subscription rate. Subscription rate will increase at 4% annually beginning January 1, 2025.
Optional (<i>select to request</i>) ☐ Recruiting at PST Written Exam Events (Department pays candidate's fee to add department to their list of agencies)	Current Rate Per candidate \$11	Includes those candidates that add agency to their candidate list following your recruitment effort at an in-person or virtual written exam session. For virtual exam events, Subscriber will submit a ~60-second video. Agency will be invoiced based on the rate for "New Agency Add-on Fee" listed in the current PST pricing chart .
Optional (<i>select to request</i>) ☐ Subscriber will pay candidate test fees which are pre-approved and agreed to by the Subscriber: Law Enforcement written exam & Physical Ability Test (PAT) events that do not occur on the same day as the PST in-person written exam	Current Rates Per candidate \$55 (written) \$29 (PAT)	Subscriber agrees to pay candidate testing fees under circumstances such as a verifiable financial hardship, subscriber-requested coupons to distribute, discounts offered by the Subscriber, etc. Each will be pre-approved and agreed to by the Subscriber. When the Subscriber pays for a candidate's test fee, the Subscriber agency is removed from the candidate's pricing matrix so that the Subscriber is not subsidizing the candidate testing for other non-Subscriber agencies. The candidate will pay if they choose to test for any other agency besides the Subscriber. Agency will be invoiced amount based on the testing fees for a single agency listed in the current PST pricing chart .

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	60-month Lease Agreement for One IM 8000 Copier from Ricoh USA, Inc. for the Benton County Superior Court Clerk's Office
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement, LeeAnn Holt
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 Superior Court Clerk has requested an additional copier for her new Justice Center office location. Information Technology has negotiated a lease agreement with Ricoh USA, Inc. for one Ricoh IM 8000 copier. Ricoh is Information Technology's preferred copier vendor. Ricoh USA, Inc. is an authorized vendor under Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #140602.

Fiscal Impact

Amount: \$403.60 per month including \$0.0057 per B&W page for 60 months excluding WSST.

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

Recommendation

Information Technology recommends that the Board approve a 60-month lease agreement for one Ricoh IM 8000 copier from Ricoh USA, Inc. for the Benton County Superior Court Clerk.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR ONE IM 8000 COPIER FROM RICOH USA, INC. FOR THE BENTON COUNTY SUPERIOR COURT CLERK'S OFFICE

WHEREAS, the Benton County Superior Court Clerk has requested an additional copier for her new Justice Center office location; and

WHEREAS, the Information Technology Department has reviewed the Superior Court Clerk's needs and negotiated a copier lease with Ricoh USA, Inc. for one Ricoh IM 8000 copier; and

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

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

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

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

BE IT FURTHER RESOLVED, said lease shall commence upon copier delivery for 60 months at an amount not to exceed \$403.60 per month, plus \$0.0057 per black/white page excluding WSST for one Ricoh IM 8000 copier for the Benton County Superior Court Clerk's Office; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign the attached lease agreement.

Dated this 7 day of November, 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

LEASE AGREEMENT Benton County, Washington Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350			Resolution No. _____ Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.	
Vendor: Ricoh USA, Inc.			AGREEMENT: In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement	
Vendor Code: w19074				
Vendor Contact: Carrie Peniche				
Vendor Contact Phone: 509-222-4606				
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341				
Type of Lease: 60 month FMV lease per WA State Contract, #06619; NASPO Copier & Managed Print Services Contract# 140602.				
Ship To: Benton County Superior Court Clerk 2nd Floor Benton County Justice Center 7122 W. Okanogan Pl Kennewick, WA 99336		Bill To: Benton County Information Technology 7122 W Okanogan Pl, Suite E Kennewick, WA 99336		
		Estimated		TBD
		Delivery Date:		
Line/Model	Description	Term	Unit Price	Total Lease Amt
1	Ricoh IM 8000 - Superior Court Clerk	60 Months	338.08	20,284.80
	LCIT RT4080			-
	Finisher SR4150			-
	XG-PCS 120/20D RIC AMP SURGE PROTECTOR			-
				-
				-
	421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 10 POINTS 5 YEARS INC5YR	60 Months	0.28	16.80
	421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR	60 Months	2.81	168.60
	421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR	60 Months	28.09	1,685.40
	421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONLY INC0YR	60 Months	15.45	927.00
	RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR	60 Months	3.16	189.60
	421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR	60 Months	15.45	927.00
	421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW	60 Months	0.28	16.80
				-
		monthly subttl	403.60	-
The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be \$403.60 excluding WSST plus B&W charges and Color charges per page, monthly at the rates provided herein payable by the County thirty (30) days upon receipt. Per page charge by model: IM 8000 - B&W \$0.0057 This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602 In case of conflict, the order of precedence is: 1. The State of Washington Contract No. #06619 NASPO Valuepoint Copiers & Managed Print Services Contract# 140602 2. This Lease Agreement Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.			HANDLING = -	
			SUB TOTAL = 24,216.00	
			SALES TAX = 2,106.79	
			TOTAL ORDER = 26,322.79	
QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT: Dept Contract: Robert Heard Benton County Information Technology Title: Information Technology Manager Address: 7122 W Okanogan Pl, Kennewick, WA 99350 Phone: 509.786.5603 Fax: 509.786.5601				

(Lease Agreement - Ricoh USA Page 2)

Approved as to Form:

DocuSigned by:

 LeeAnn Holt, Deputy Prosecuting Attorney, Civil Division

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

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

Vendor Name (Print): Nathan Buffington Title: District Manager Date: 10/24/2023

Vendor Signature: 
DocuSigned by: Nathan Buffington

Chairman

Benton County

Board of Commissioners: _____ Date: _____

Chairman Pro-Tem

Benton County

Board of Commissioners: _____ Date: _____

Commissioner

Benton County

Board of Commissioners: _____ Date: _____

Wednesday, October 4th, 2023

PO# _____

Benton County
Attn: Robert Heard
Manager Information Technology Department

Dear Robert:

Thank you for this opportunity to quote you on the following Ricoh equipment. Subject to NASPO Contract 140602 and State of WA 06619.

Quantity		60 mo. FMV lease
1	Ricoh IM 8000 LCIT RT4080 Finisher SR4150 XG-PCS 120/20D RIC AMP SURGE PROTECTOR <i>CPC: B&W 0.0057</i>	\$ 338.08
1	421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 10 POINTS 5 YEARS INC5YR	\$ 0.28
1	421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR	\$ 2.81
1	421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR	\$ 28.09
1	421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONLY INC0YR	\$ 15.45
1	RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR	\$ 3.16
1	421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR	\$ 15.45
1	421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW ONLY INC0YR	\$ 0.28
Total:		\$ 403.60

Pricing includes delivery, set-up, training and network installation.

Maintenance contract to include all parts, labor, service and all supplies excluding paper and is billed monthly with no minimum commitment:

This quote is valid until: Friday, October 27, 2023

Best Regards,
Carrie Kelly

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Approving the purchase of Environmental Systems Research Institute, Inc. (ESRI) ArcGIS Enterprise Licensing, Training, and Implementation Services to setup ESRI Enterprise Environment for the Benton County GIS Department
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement, PA Civil Division, LeeAnn Holt
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

Over the years, GIS has built many applications and services that use ESRI ArcGIS Pro and ArcGIS Online. Currently, data is pulled, pushed, and updated using legacy methods that are inefficient and hard to maintain. After reviewing GIS's current geospatial operations, ESRI has recommended that GIS move to an ArcGIS Enterprise environment. ArcGIS Enterprise will provide a modern geospatial platform that will improve GIS's access to application, database, mapping, and analytical tools. City of Richland, Kennewick, and Pasco all use and recommend ArcGIS Enterprise. ESRI, Inc. is an authorized vendor under Washington State Master Contract #00300188/09121.

Fiscal Impact

Amount: \$67,929.79 excluding WSST.

Fund: Approved GIS and Information Technology 2023-2024 budgeted funds.

Recommendation

Information Technology recommends that the Board approve the purchase of ESRI Enterprise licensing, training, and implementation services to setup a professional ERSI Enterprise environment for Benton County GIS.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) ARCGIS ENTERPRISE LICENSING, TRAINING, AND IMPLEMENTATION SERVICES FOR THE BENTON COUNTY GEOGRAPHIC INFORMATION SYSTEMS (GIS) DEPARTMENT

WHEREAS, the GIS Department currently uses inefficient tools and methods to manage the County's geospatial warehouses; and

WHEREAS, Environmental Systems Research Institute, Inc. (ESRI) has conducted a review of GIS's geospatial environment and has recommended that GIS move to ESRI ArcGIS Enterprise; and

WHEREAS, with ESRI Enterprise, GIS will have access to a modern geospatial platform improving access to enhanced database, mapping, and analytical tools needed to keep up with the county's growing demand of GIS based information; and

WHEREAS, ESRI has provided the County with a quote to setup on-site servers, provide training, and help export the County's data to ArcGIS Enterprise; and

WHEREAS, ESRI, Inc. is an authorized vendor under Washington State Master Contract Number: 00300188/09121; and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the purchase of Environmental Research Institute, Inc. ArcGIS Enterprise licensing, training, and implementation services for the GIS Department for an amount not to exceed \$67,929.79 excluding Washington State Sales Tax using Board approved 2023-2024 GIS and Information Technology Department budgeted funds; and

BE IT FURTHER RESOLVED, the Chairman of the Board or Chairman Pro-Tem is approved to sign the Purchase Agreement and Exhibit A, ESRI Quote Q-541451.

Dated this 7th day of November, 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

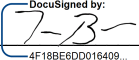
Vendor Name (Print): <u>Timothy Brazeal</u>		Manager, Commercial and Government Contracts	Date: <u>10/25/2023</u>
		Title: <u>Specialist</u>	
Vendor Signature: 			
DocuSigned by: 4F18BE6DD016409...			
Chairman Benton County Board of Commissioners: _____ Date: _____			
Will McKay, Chairman			

Exhibit A

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/11/2023 To: 11/9/2023

Quotation # Q-503209

Date: August 21, 2023

Customer # 541451 Contract # 00300188.8/09121

County of Benton
 Information Technology Dept
 620 Market St
 Prosser, WA 99350-1300

ATTENTION: Robert Heard
PHONE: (509) 786-5603
EMAIL: robert.heard@co.benton.wa.us

Material	Qty	Unit Price	Total
160463	1	\$18,981.00	\$18,981.00
ArcGIS Enterprise Standard Up to Four Cores Perpetual License			
161328	2	\$5,583.00	\$11,166.00
ArcGIS Enterprise Standard Up to Four Cores Maintenance			
153636	1	\$17,000.00	\$17,000.00

The ArcGIS Enterprise Jumpstart – Basic Service Package provides up to 3 days of on-site and/or remote installation and configuration support for a single base deployment ArcGIS Enterprise implementation on up to 4 customer-provided physical, virtual, or cloud servers by 1 Esri consultant. The Esri Consultant will work with the Customer to develop an implementation and configuration plan prior to the implementation. After the installation and configuration are complete, remaining time will be allocated to knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise administration, creating and connecting to enterprise geodatabases, creating and working with services, backing up ArcGIS Enterprise, configuring and using your ArcGIS organization. Topics outside the scope of the ArcGIS Enterprise Jumpstart include but are not limited to: migration of databases and applications, geodatabase administration, integration, installation/configuration with any third-party systems, system architecture design, network administration, security review, high availability, performance tuning, and application development. On-site support will be provided at a mutually agreed upon Customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions and preparation requirements can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services/>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Heather Glock

Email:

hglock@esri.com

Phone:

909-793-2853 x8948

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GLOCKH

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/11/2023 To: 11/9/2023

Quotation # Q-503209

Date: August 21, 2023

Customer # 541451 Contract # 00300188.8/09121

County of Benton
 Information Technology Dept
 620 Market St
 Prosser, WA 99350-1300

ATTENTION: Robert Heard
PHONE: (509) 786-5603
EMAIL: robert.heard@co.benton.wa.us

Material	Qty	Unit Price	Total
174382	20	\$908.00	\$18,160.00
Esri Training Pass per Day One Year Term			

Subtotal:	\$65,307.00
Sales Tax:	\$2,622.79
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$67,929.79

Licensing and use of Esri Products and Services in this Quotation No. Q-503209 are governed by Master Agreement Product and Services No. 00300193.0/09121, as found in State of Washington Master Purchase Agreement No. 00300188.0/09121, effective as of October 1, 2021, including all amendments thereto.

During the term of this Quotation # Q-503209 Esri will carry the following coverage: Cyberfirst Professional Liability (including network & information security liability) with coverage of \$2,000,000.00 (US dollars) per claim and in the aggregate.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Heather Glock	Email: hglock@esri.com	Phone: 909-793-2853 x8948
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

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Quote is valid from: 8/11/2023 To: 11/9/2023

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ 67,929.79, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☒ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative Will McKay Name (Please Print) Chairman, Board of Benton County Commissioners Title	10/7/2023 Date
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The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Heather Glock	Email: hglock@esri.com	Phone: 909-793-2853 x8948
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Approving a Law Enforcement Agreement and 24-Month Order Number 1, LexisNexis Desk Officer Reporting System (DORS) from LexisNexis Coplogic Solutions Inc. for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Jeff Aultman, Jason Erickson
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 Board approved Resolutions 2023-398 and 2023-543 that allowed the Sheriff's Office to purchase licenses and services needed to build an interface between Tyler Technologies New World – Enterprise Public Safety, Law Enforcement Records Management System and LexisNexis with 2023-2024 Public Safety Sales Tax. In addition to purchasing interface services approved in Resolutions 2023-398 and 2023-543, the Board needs to approve an agreement and order with LexisNexis before LexisNexis can start their interface services. Both the agreement and order have been reviewed by the Prosecuting Attorney's Office, Civil Division and approved to form.

Fiscal Impact

Amount: n/a

Fund: n/a

Recommendation

Recommend the Board of Benton County Commissioners approve the Chairman of the Board or Chairman Pro-Tem to sign the Law Enforcement Agreement and 24-month Order Number 1, LexisNexis Desk Officer Reporting System (DORS) from LexisNexis Coplogic Solutions Inc. for the Benton County Sheriff's Office.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A LAW ENFORCEMENT AGREEMENT AND 24-MONTH ORDER NUMBER 1, LEXISNEXIS DESK OFFICER REPORTING SYSTEM (DORS) FROM LEXISNEXIS COPLOGIC SOLUTIONS INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Board approved Resolutions 2023-389 and 2023-543 that allowed the Sheriff's Office to purchase licenses and services needed to build an interface between the Bi-County Police Information Network (BIPIN) Tyler Technologies New World – Enterprise Public Safety, Law Enforcement Records Management System and LexisNexis, Desk Officer Reporting System Services; and

WHEREAS, in addition to licenses and services approved in Resolution 2023-389 and 2023-543, the Board needs to approve an agreement and order from LexisNexis before LexisNexis can begin services on the New World interface; and

WHEREAS, the Prosecuting Attorney's Office, Civil Division has reviewed and approved to form the Law Enforcement Agreement and Order Number 1, LexisNexis Desk Officer Reporting System (DORS); **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves and authorizes the Chairman of the Board or Chairman Pro-Tem to sign the Law Enforcement Agreement and 24-month Order Number 1, LexisNexis Desk Officer Reporting System (DORS) from LexisNexis Coplogic Solutions Inc. for the Benton County Sheriff's Office.

Dated this 7th day of November, 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board



LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("**Agreement**") is dated November 7, _____, 20 23 ("**Effective Date**") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("**Provider**"), and Benton County Sheriff's Office, with its principal place of operations at 7122 W. Okanogan Place, Kennewick, WA 99336 ("**Agency**"). Provider and Agency may be referred to herein individually as a "**Party**" and collectively referred to as "**Parties**".

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "**Services**") as described in an applicable order to this Agreement ("**Order**"). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "**Report**"). "**Report**" shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency's obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (b) Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
- (c) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (d) Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (e) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (f) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (g) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
- (h) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (i) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

- 2.2. Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.
- 2.3. Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services.** Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide after-hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support. This daily fee includes all Provider travel time and expenses.

4. FEES.

- 4.1. Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required (outside of the

Service Features defined in the Order(s)) to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (as defined in Section 5.2 of this Agreement), including Reports purchased before the applicable Order Effective Date, and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

4.4. Product Enhancements. Should Agency request enhancements to Services outside of the standard Service Features set forth in a specific Order, Provider will provide Agency with a scope document, as part of the Change Control Process, reflecting the requested enhancement(s), cost, and schedule to complete such enhancement. Where Agency executes such scope document, the scope document shall comply with the terms and conditions set forth in this Agreement.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency

further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

- 5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("**Authorized Requestors**") and other authorized law enforcement entities ("**Agency Requestors**") in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 15.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

- 6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

- 6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by “consumer reporting agencies” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“**FCRA**”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the “Provider Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. “**Confidential Information**” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient’s possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party’s Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency (“**FOIA**”), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.
- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising

from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

14. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

15. MISCELLANEOUS.

15.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

15.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

15.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

15.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

15.6. Survival. Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.

15.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

15.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms

containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

15.9. Governing Law. This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Benton County Sheriff's Office**

Signature: _____

Print Name: Will McKay

Title: Chairman of the Board

Date: November 7, 2023

Approved to Form: Jeffrey Aultman
DocuSigned by: D63DC9249A86485...

Date: 10/31/2023

Jeffrey Aultman, Deputy Prosecuting
Attorney,
Civil Division

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: William Madison
DocuSigned by: DS H11

Print Name: William S. Madison

Title: Executive Vice President

Date: 10/31/2023

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
 - (a) provide immediate written notice to:
 - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - (ii) via email to (security.investigations@lexisnexis.com); or
 - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and
 - (b) promptly investigate the situation; and
 - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (d) if required by law, or in Provider's discretion, Agency shall:
 - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Order No. 1
LexisNexis® Desk Officer Reporting System (DORS)

This Order No. 1 ("**Order**") is entered into this 7th day of November, 2023 ("**Order Effective Date**") between Benton County Sheriff's Office ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective Novemeber, 2023 ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
2. **DESCRIPTION OF SERVICES.** Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System ("**DORS**") enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.
3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided by Section 2.2. of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order or by Provider's Change Control Process and signed by both Parties. Provider will provide the following Services described below subject to Agency's technology capabilities, processes, and work-flow functionality:
 - 3.1. Features and functionality that are not part of the DORS Features (Exhibit 1 Service Features) are considered Enhancements ("**Enhancements**"). If requested by the Agency, Provider may agree to Enhancements to the Agency's specific and reasonable requirements. Any Enhancements by Provider in accordance with this clause will become part of the Services and will continue to be subject to all the terms of the Agreement and this Order. Provider shall be entitled to charge a reasonable fee and schedule for such Enhancement(s) which will be agreed upon by the Parties in writing as part of the Provider's Change Control process prior to any work being performed. Provider's reasonable fee for Enhancement(s) is pursuant to Section 6.3 of this Order (below).
 - 3.2. **Setup and Access.** Setup and access responsibilities are detailed in **Exhibit 2**
 - 3.3. **Support and Maintenance.** Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 3 of the Agreement.
 - 3.4. Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

4. TRAINING

- 4.1 Train-the-Trainer Training Sessions.** At no additional cost to Agency, Provider will provide Agency users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other Agency-requested topics. The 'train the trainer' approach aims to educate Agency users with skills that are needed to train other users. Provider aims to train Agency users within 60 days of go-live. Provider will offer Agency up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.
- 4.2. User Guides.** Provider will provide Agency with user guides or training documentation appropriate for the Services.
- 4.3. On Site Training.** In response to written Agency requests for Provider to provide on-site training, Provider shall produce a written estimate of the time required to provide the requested training including any requirements, such as the presence of Agency staff, other resources, or materials. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site training (this daily fee includes all Provider travel time and expenses).

- 5. TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least ninety (90) days prior to the expiration of the Renewal Term.

- 6. FEES AND PRICE ADJUSTMENTS.** The Fees for the Services shall be subject to the terms set forth in Section 4 of the Agreement.

6.1. The Agency Fee is _____ (\$ 0.00).

6.1.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

- 6.1.1.1.** When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- 6.1.1.2.** When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
- 6.1.1.3.** When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- 6.1.1.4.** When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

- 6.2. Monthly Services Fees.** Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be **Seven Hundred Fifty Dollars and 00/100 (\$750)** per month. All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date.
- 6.3. Enhancements.** Provider will charge Agency an hourly rate of \$250.00 for approved Enhancements. This fee will be invoiced by Provider upon implementation of Enhancement(s).



IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Benton County Sheriff's Office**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature:  _____ 

Printed Name: Will McKay

Printed Name: William S. Madison

Title: Chairman of the Board

Title: Executive Vice President

Date: November 7, 2023

Date: 10/31/2023

Approved to Form:  _____

Date: 10/31/2023

Jeffrey Aultman, Deputy Prosecuting
Attorney,
Civil Division

Exhibit 1: Service Features (LexisNexis® Desk Officer Reporting System solution)

DORS makes features available which are detailed below.

1-A. ASSUMPTIONS

DORS Service is subject to assumptions:

1. DORS Print is an out of the box solution which is independent of RMS and not NIBRS compliant in and of itself.
2. Approved Reports will be manually submitted to RMS by the Agency to complete NIBRS related information (this applies to DORS Print-only or non-interfaced DORS Print-only).
3. Agency will have 3 weeks to conduct review of the system and provide identified information for more Agency specific experience. Any changes thereafter will be processed as post go-live / support requests and/or Enhancements, as applicable.
4. Agency will post URL in a highly visible location on their home site.
5. Citizens will receive notice of how to receive a copy of their Report upon agency approval.

1-B. SERVICES

DORS uses the J2EE standard. DORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by an appropriate Agency administrator. An email is generated to the user that the report has been submitted. The Agency administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the DORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The Agency administrator and user can download the approved report and/or print the approved report out. Provider shall provide Report distribution services as set forth in in Section 5 of the Agreement, including an on-line Report distribution website such as LexisNexis®BuyCrash.com (or its successors).

1-C. STANDARD DORS FEATURES AND FUNCTIONALITY

Reference Number	Features and Functionality
WORKFLOW AND GENERAL	
1	Allows Agency to collect reports (for example, Custody Order Violations; Harassing Calls; Hit & Run Reports; Minor Vehicle Accidents; Identity Theft; Lost Property; Theft; Traffic Complaint; Vehicle Burge – Theft from Vehicle Vandalism; and Vehicle Tampering)
2	Address validation based on jurisdiction
3	Configurable Data/Report retention timeframes
4	Administration portal
5	Optional and required field configurability
6	Configurable report types
7	Ability to prime completed reports
8	In Application Automated Report Number generation (up to 3 formats)
9	Report searching tool
10	Auto approve reports capability
11	Single Approval and Multiple level approval workflows
12	Criteria-based report reviewing a) geographically, and b) by incident type
13	Available via desktop or mobile device

Reference Number	Features and Functionality
14	Ability to check duplicate/supplemental reports
15	User management capability
16	Ability to ban certain persons from report filing capability
17	Ability to comply with state specific NIBRS requirements
18	Mobile Quick Connect
19	In application email notification system for both community member notices as well as agency personnel notification
20	Ability to request follow-up from community member through the application
21	Customizable email templates
22	Offers canned narratives
23	Offers the ability to include reject/follow-up reasons
24	Ability to file Original or Supplemental reports (Officer and Online reports)
25	Ability to upload an attachment (Tif, JPEG, PDF, Word, Excel, PNG)
26	Offers multiple languages (Spanish, Chinese, French, Somali)
SECURITY	
27	Industry standard security safeguards, including encryption of data in transit and at rest
28	CJIS settings for Session Timeouts
29	Supports role-based access controls (RBAC) to secure access to functionality based on roles/privileges
30	Suite of auditing log features that track user activities within the system – including actions performed by a user and the system itself. For example, login histories, documentation of form data changes (including by who, what the change was, and where)
INTERFACES	
31	Data will be exported using Provider's standard interface in universal, non-proprietary format (XML or JSON format), which Agency can use to create the interface with your respective RMS and/or Court Management System via webservices or sftp protocols.
OPERATING SYSTEM AND MINIMUM REQUIREMENTS	
32	Desktop • Internet connectivity • Unrestricted internet access to DORS hosting URL(s) • Microsoft Windows ○ Microsoft officially supported and/or maintenance patched versions of Microsoft Windows ○ 4GB RAM ○ Intel i3 or equivalent processor ○ Current version of Microsoft Edge internet browser and the version immediately preceding the current version. ○ Current version of Google Chrome internet browser and the version immediately preceding the current version. ○ Current version of Mozilla Firefox internet browser and the version immediately preceding the current version.

Exhibit 2: DORS Setup and Access

2-A. DORS SETUP

Agency Responsibilities

- a) Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
- b) Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
- c) Load provided HTML pages onto Agency website which links to Provider's servers for the Services;
- d) Provide Provider with the schema for the desired file format and/or database schema;
- e) Enable Provider read /write access and test environment with current configuration
- f) Enable Provider VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
- g) Provide timely responses to Provider's questions, which may arise during the setup and configuration process.

Provider Responsibilities

- a) Coordinate with Agency to establish schedule for deployment within the DORS implementation schedule tab.
- b) Register Agency within Provider's network and load Agency provided images into Agency's implementation of DORS.
- c) Provide Agency with administrator password and credentials for the Services.
- d) Provide Agency with sample operational directives, deployment strategies and sample press release.
- e) Provide Agency with suggestions for the successful deployment of the Services.
- f) Provide Agency with instructions on the easy setup of a kiosk for Agency's headquarters lobby, etc.

Completion Criteria. This task is considered complete after Provider has delivered listed materials.

2-B. CONFIGURATION. Agency responsibilities and provider responsibilities are shown below.

Agency Responsibilities.

- a) Coordinate with Provider for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Agency.
- c) Test the optional interface with the RMS application.
- d) Review resulting files with Provider, document any problems, and collaborate with Provider on a plan for corrective action(s).
- e) Provide necessary files for RMS integration.

Provider Responsibilities

- a) Coordinate with Agency for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Configure export routine for the optional RMS Interface with information provided.
- c) Review resulting files with Agency, document any problems, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria. This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional). This completion is the point at which the Provider sends a DORS link to the Agency for access.

RESOLUTION 2023 398

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A BI-COUNTY POLICE INFORMATION NETWORK (BIPIN) TYLER TECHNOLOGIES NEW WORLD – ENTERPRISE PUBLIC SAFETY, LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM CITIZEN REPORTING INTERFACE WITH LEXIS NEXIS

WHEREAS, the Sheriff's Office has requested to purchase a law enforcement records management interface between Tyler Technologies and Lexis Nexis; and

WHEREAS, the Board of County Commissioners reviewed the Sheriff's Office New World and Lexis Nexis request during the 2023-2024 Public Safety Sales Tax RFP Requests, Internal Department Requests; and

WHEREAS, the Board approved a total of \$54,000 for the Lexis-Nexis Online Reporting Software integration with Tyler Technologies, New World application; and

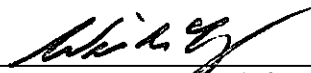
WHEREAS, the Board passed Resolution 2020-504, approving County use of cooperative purchasing agreement with Sourcewell; and

WHEREAS, Tyler Technologies is an active vendor in Sourcewell's cooperative purchasing agreement; and

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the Bi-County Police Information Network (BiPIN) Tyler Technologies New World – Enterprise Public Safety, Law Enforcement records Management System Citizen Reporting Interface with Lexis Nexis in the amount not to exceed \$16,840 excluding Washington State Sales Tax.

Dated this 23 day of May, 2023


Chairman of the Board


Chairman Pro-Tem


Commissioner

Attest: 
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington



Sales Quotation For:
Bi-County Police Information Network (BIPIN)
210 W 6th Ave
Kennewick WA 99336

Quoted By: Terri Minter
Quote Expiration: 06/30/23
Quote Name: Interface Supports Coplogic

Tyler Software

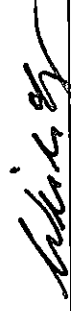
Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Law Enforcement Records Management System	\$ 12,000	\$ 0	\$ 12,000	\$ 2,520
Citizen Reporting Interface	\$ 12,000	\$ 0	\$ 12,000	\$ 2,520
Total				
TOTAL	\$ 12,000		\$ 12,000	\$ 2,520

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Citizen Reporting Interface Installation	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
TOTAL				\$ 2,320	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 12,000	\$ 2,520
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 2,320	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 14,320	\$ 2,520
Contract Total	\$ 16,840	

Customer Approval:



Date:

May 23, 2023

Print Name:

Will McKay, Chairman of the Board

P.O.#:

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees shall be invoiced on a prorated basis through the end of your current term, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

RESOLUTION 2023 543

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A 24-MONTH DESK OFFICER REPORTING SYSTEM SERVICES FROM LEXIS NEXIS COPLOGIC SOLUTIONS INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, on May 23, 2023, per Resolution 2023-398, the Sheriff's Office was approved to purchase Tyler Technologies New World interface services work to create the Law Enforcement Records Management System Citizen Reporting Interface with Lexis Nexis; and

WHEREAS, Resolution 2023-398 only approved the purchase of Tyler's integration work not Lexis Nexis online services; and

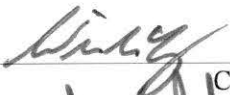
WHEREAS, Lexis Nexis has provided the County with a Desk Officer Reporting System services quote, Exhibit A that includes Operation/Procedural Directive templates, web-based training, unlimited users, incident types, and report intake, unlimited customer support, and unlimited maintenance; and

WHEREAS, the Board of County Commissioners reviewed the Sheriff's Office New World and Lexis Nexis request during the 2023-2024 Public Safety Sales Tax RFP Requests, Internal Department Requests allocating \$54,000 to purchase Tyler Technologies and Lexis Nexis services; **NOW, THEREFORE**,

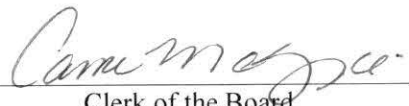
BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the 24-month Desk Officer Reporting System services from Lexis Nexis Coplogic Solutions Inc. for the Sheriff's Office in the amount not to exceed \$18,000 excluding Washington State Sales Tax using Board approved Public Safety Sales Tax funds; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman of the Board to sign Exhibit A, Lexis Nexis quote.

Dated this 1 day of August, 2023


Chairman of the Board

Chairman Pro-Tem
Michael Alvarez
Approved Telephonically
Commissioner

Attest: 
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Exhibit A

June 29, 2023

Quote

LexisNexis® Coplogic Solutions Inc

1000 Alderman Drive
Alpharetta, GA 30005



LexisNexis®

Quote: 477269.1.Benton CO WA SO - HQ

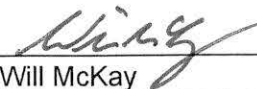
Quote: 477269.1.Benton CO WA SO - HQ

Term	Description	Price	Amount
Monthly (2 Years)	LexisNexis® Desk Officer Reporting System • Dedicated project manager and implementation assistance • Operational/Procedural Directive templates • A web-based training session with a live trainer • Unlimited users, incident types, and report intake • Unlimited customer support (phone and e-mail) • Unlimited maintenance including every update and upgrade released • Hosting in the LexisNexis® Secure Hosting Environment	\$750.00	\$18,000.00
Quote Subtotal			\$18,000.00
Sales Tax			As Applicable

Contact your account manager if you have questions about this quote and to learn how LexisNexis® can help off-set the cost of the LexisNexis® Desk Officer Reporting System:

Jeremy Bringle
jeremy.bringle@lexisnexisrisk.com

Signature to Acknowledge Receipt of Quote:
Printed Name of Recipient


Will McKay

Date: August 1, 2023

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Approving Funds to Purchase Municipal One, LLC Work Order for Services to Design, Program, and Create a Benton County Auditor Subsite within Benton County's Public Facing Website
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Brenda Chilton, Amanda Hatfield
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

On May 18, 2021, per Resolution 2021-395, the Board approved an agreement between Benton County and Municipal One, LLC to redesign the County's website and renewing Municipal One, LLC yearly subscription. Municipal One still offers a cost effective and productive platform for the County to use to interact with the public. The Benton County Auditor would like to move her current website information from bentonauditor.com to Benton County's website to www.bentoncountywa.gov. Municipal One, LLC has provided the IT Department a quote for services needed to design, program, and create a Benton County Auditor subsite. Moving the Auditor's website information to the County's website was a recommendation of Cybersecurity Infrastructure Security Agency (CISA) in that .gov domains for election offices help the public quickly identify accurate elections and county government service information.

Fiscal Impact

Amount: One-time costs of \$6,500 excluding WSST.

Fund: Auditor and or Elections 2023-2024 approved budgets.

Recommendation

Information Technology recommends that the Board approves the use of funds to purchase Municipal One, LLC services to design, program, and create a Benton County Auditor subsite within Benton County's public facing website in an amount not to exceed \$6,500 excluding WSST.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING FUNDS TO PURCHASE MUNICIPAL ONE, LLC WORK ORDER FOR SERVICES TO DESIGN, PROGRAM, AND CREATE A BENTON COUNTY AUDITOR SUBSITE WITHIN BENTON COUNTY'S PUBLIC FACING WEBSITE

WHEREAS, on May 18, 2021, the Board of Benton County Commissioners signed an agreement between Benton County and Municipal One, LLC to redesign the County's website and renewing Municipal One, LLC yearly subscription; and

WHEREAS, Municipal One still offers a cost effective and productive online platform to interact with Benton County constituents; and

WHEREAS, the Benton County Auditor would like to move her current website information from bentonauditor.com to the County's public facing website; and

WHEREAS, the Information Technology Department has reviewed and recommends the Municipal One, LLC services quoted in Exhibit A, Municipal One Work Order; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation approving the funds to purchase Municipal One, LLC Work Order for services to design, program, and create a Benton County Auditor subsite within Benton County's public facing website; and

BE IT FURTHER RESOLVED, the Board approves the Chairman and or Chairman Pro-Tem to sign Exhibit A, Municipal One Work Order; and

BE IT FURTHER RESOLVED, the Board authorizes a one-time payment in an amount not to exceed \$6,500 excluding Washington State Sales Tax.

Dated this 7th day of November , 2023

Chairman of the Board

Chairman Pro-Tem

Commissioners

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Exhibit A



Work Order

CLIENT: Benton County PO Box 608 620 Market Street Prosser, WA 99350 Robert Heard, IT Manager 509-786-5603 Robert.Heard@co.benton.wa.us	Municipal One, LLC 19570 County Line Road Smithville, MO 64089 816-207-2110 sales@municipalone.com
---	--

Website Updates	
Subsite for Benton County Auditor • Design and programming • Custom layout and colors • Custom navigation menu	\$6,500.00
One-Time Fee	\$6,500.00

Payment due within 30 days of signing.

Please make check payable to:

Municipal One
19570 County Line Road
Smithville, MO 64089

Agreed To By:

CLIENT

MUNICIPAL ONE

Signature of Authorized Person: _____

A handwritten signature in blue ink, appearing to read "Toni Oesterle", written over a light blue rectangular background.

Name of Authorized Person: Will McKay

Toni Oesterle

Title of Authorized Person: Chairman of the Board

Director of Client Services

Date: November 7, 2023

9/19/2023

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Authorizing the purchase of vehicles utilizing Washington State Contract No. 05916 and place in the ER&R Replacement Fund
Presenter:	
Prepared By:	D. Hope
Reviewed By:	M. McGhan & R. Blain
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (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 Benton County Sheriff's Office has two (2) vehicles that have been wrecked beyond repair and replacement vehicles will need to be purchased. Washington State Contract No. 05916 allows for the purchase of vehicles. Due to the current market conditions and the limited availability of the order bank schedule, which is unpredictable and constantly changing, the Fleet Manager is requesting advance authorization to order needed vehicles when the order bank opens.

A Purchase Agreement will need to be prepared and executed by the Fleet Manager once the vehicles have been ordered. All vehicles ordered utilizing this Resolution will be ratified by the Board of County Commissioners at a later date. The Board authorizes the Fleet Manager, with approval from the Deputy County Administrator or his designee, to sign the purchase agreement.

Any vehicles purchased needing to be upfitted will be done so under a separate Resolution.

In accordance with the Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures, all vehicles purchased will be managed and maintained by ER&R.

Fiscal Impact

Amount: \$200,000.00 excluding WSST

Fund: PSST Funds

Recommendation

The Fleet Manager recommends the Board authorize the purchase of two (2) vehicles from the Washington State Contract No. 05916, in an amount not to exceed \$200,000.00 excluding WSST, utilizing the Washington State Contract No. 05916, authorizes the Fleet Manager to sign the Purchase Agreement at the time the order is placed and to prepare a separate Resolution to ratify the purchase of any vehicles utilizing this Resolution.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF VEHICLES UTILIZING WASHINGTON STATE CONTRACT NO. 05916 AND PLACE IN THE ER&R REPLACEMENT FUND

WHEREAS, Benton County Sheriff's Office has two vehicles that have been wrecked and need replacement vehicles purchased; and

WHEREAS, the following vehicles will need to be replaced:

- 15-03 – 2015 Ford Police Interceptor
- 19-09 – 2019 Ford Police Interceptor

WHEREAS, Washington State Contract No. 05916 allows for the purchase of vehicles, and due to the current market conditions and the limited availability of the order bank schedule, which is unpredictable and constantly changing, the Fleet Manager is requesting advance authorization to order needed vehicles when the order bank opens; and

WHEREAS, a Purchase Agreement will need to be prepared and executed by the Fleet Manager once the vehicles have been ordered; and

WHEREAS, all vehicles ordered utilizing this Resolution will be ratified by the Board of County Commissioners after the order has been placed; and

WHEREAS, vehicles purchased needing to be upfitted will be done so under a separate Resolution; and

WHEREAS, these vehicles are currently not in the ER&R replacement program; and

WHEREAS, these vehicles will be paid for utilizing Public Safety Sales Tax Funds; and

WHEREAS, in accordance with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures*, all vehicles purchased will be managed and maintained by ER&R and placed in the replacement program; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Fleet Manager to order vehicles, with approval by the County Administrator or his designee, utilizing the Washington State Contract No. 05916, when available, in an amount not to exceed \$200,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Fleet Manager to sign the Purchase Agreement at the time the order is placed; and

BE IT FURTHER RESOLVED, these vehicles will be paid for utilizing Public Safety Sales Tax Funding; and

BE IT FURTHER RESOLVED, once the orders have been placed, the Fleet Manager will present to the Board of County Commissioners a Resolution ratifying the purchase.

Dated this 7th day of November 2023.

Chairman of the Board

Chairman ProTem

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/07/2023
Subject:	Approve Washington State Department of Fish and Wildlife for the purchase of 2008 Safe Boat and Accompanying Trailer
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Lorene Roe, Benton County Chief Deputy Auditor
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) is working in coordination with Washington Department of Fish and Wildlife (WDFW) to sell an aging BCSO patrol boat to WDFW for their use. Per Resolution 2023-669, the Benton County Sheriff's Office has coordinated with the Benton County Auditor's Office to surplus the patrol vessel, a 2008 Safe Boat. This vessel is no longer of service to Benton County and will be replaced by a more modern platform.

Benton County has negotiated a selling price between WDFW of \$140,740. WDFW will hold title to the Boat pursuant to the attached Exhibit's A and B "Vehicle/Vessel Bill of Sale".

Fiscal Impact

Replacement Fund Revenue 1410 - \$140,740

Recommendation

Approve the attached Resolution for sale between BCSO and WDFW to purchase the 2008 Safe Boat

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE TO PURCHASE THE 2008 SAFE BOAT AND ACCOMPANYING TRAILER FROM BENTON COUNTY

WHEREAS, the Benton County Sheriff's Office (BCSO) is working in coordination with Washington Department of Fish and Wildlife (WDFW) to sell an aging BCSO patrol boat to WDFW; and

WHEREAS, per Resolution 2023-669, the Benton County Sheriff's Office has coordinated with the Benton County Auditor's Office to surplus the patrol vessel, a 2008 Safe Boat. This vessel is no longer of service to Benton County and will be replaced by a more modern platform; and

WHEREAS, Benton County has negotiated a selling price between Benton County and WDFW for the negotiated price of \$140,740; and

WHEREAS, WDFW will hold title to the boat pursuant to the attached Exhibit's A and B "Vehicle/Vessel Bill of Sale"; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with WDFW to purchase the 2008 Safe Boat and accompanying trailer from Benton County.

Dated this _____ day of _____, 2023.

Chairman of the Board

Commissioner

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Vehicle/Vessel Bill of Sale

Use this form to gather necessary information when you sell your vehicle or vessel. **Completing this form does not transfer the title or act as a Report of Sale.** To complete the transaction, the buyer and seller have the following responsibilities:

Seller

Submit a completed Report of Sale **within 5 days** from the date of sale. The Report of Sale releases your liability from the vehicle or vessel. You can report the sale:

- In person at any vehicle licensing office (vehicles only). Fees apply.
- Online (vehicle only) at dol.wa.gov
- Mail a [Vehicle Report of Sale](#) or [Vessel Report of Sale](#). Include required fee in a check or money order, made payable to Department of Licensing.

Buyer

To apply for a new title, take the Certificate of Title and this Bill of Sale to any vehicle licensing office and pay all fees and taxes. You must apply **within 15 days** of acquiring the vehicle/vessel or you may pay a late fee. Late transfer fees start at \$50 and increase to a maximum of \$125.

NOTE: Depending on your specific situation, other forms may be necessary. For more information, contact customer service at 360.902.3770. Forms are available online at dol.wa.gov or at any vehicle licensing office.

Vehicle/Vessel information

Sale of (choose one) ☐ Vehicle ☒ Vessel		License plate/Registration number WN\$26162	Vehicle identification number (VIN)/Hull identification number (HIN) EGO001165D808T1769	
Model year 2008	Make Safeboat	Model 23' T Top	Date of sale	Sale price \$138,740

Seller information

Seller names Benton County Sheriff's Department		
Seller address 7122 W Okanogan Pl #A120		
City Kennewick	State WA	ZIP code 99336

Buyer information

Buyer names Washington Department of Fish and Wildlife		
Buyer address 1111 Washington St. SE		
City Olympia	State WA	ZIP code 98501
Relationship Are you an immediate family member receiving this vehicle as a gift? ☐ Yes ☒ No If "Yes," what is your relationship to the seller? _____		

X _____
Buyer signature

X _____
Buyer signature

X _____
Seller signature

X _____
Seller signature

Vehicle/Vessel Bill of Sale

Use this form to gather necessary information when you sell your vehicle or vessel. **Completing this form does not transfer the title or act as a Report of Sale.** To complete the transaction, the buyer and seller have the following responsibilities:

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Submit a completed Report of Sale **within 5 days** from the date of sale. The Report of Sale releases your liability from the vehicle or vessel. You can report the sale:

- In person at any vehicle licensing office (vehicles only). Fees apply.
- Online (vehicle only) at dol.wa.gov
- Mail a [Vehicle Report of Sale](#) or [Vessel Report of Sale](#). Include required fee in a check or money order, made payable to Department of Licensing.

Buyer

To apply for a new title, take the Certificate of Title and this Bill of Sale to any vehicle licensing office and pay all fees and taxes. You must apply **within 15 days** of acquiring the vehicle/vessel or you may pay a late fee. Late transfer fees start at \$50 and increase to a maximum of \$125.

NOTE: Depending on your specific situation, other forms may be necessary. For more information, contact customer service at 360.902.3770. Forms are available online at dol.wa.gov or at any vehicle licensing office.

Vehicle/Vessel information

Sale of (choose one) ☒ Vehicle ☐ Vessel		License plate/Registration number 92981C	Vehicle identification number (VIN)/Hull identification number (HIN) 1ZEAANVH48A162472	
Model year 2008	Make EZ loader	Model TRAILER	Date of sale	Sale price \$2,000

Seller information

Seller names Benton County Sheriff's Department		
Seller address 7122 W Okanogan Pl #A120		
City Kennewick	State WA	ZIP code 99336

Buyer information

Buyer names Washington Department of Fish and Wildlife		
Buyer address 1111 Washington St. SE		
City Olympia	State WA	ZIP code 98501
Relationship Are you an immediate family member receiving this vehicle as a gift? ☐ Yes ☒ No If "Yes," what is your relationship to the seller? _____		

X _____
Buyer signature

X _____
Buyer signature

X _____
Seller signature

X _____
Seller signature

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Executing Contract w/ McGrath Consulting Group, Inc. for the Classification/Compensation Study and Job Description Project
Presenter:	C. Nave
Prepared By:	P. Schut
Reviewed By:	Purchasing Department
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

With the Coordination between the Purchasing and Human Resources Departments, an RFP was put together for a Classification/Compensation Study and Job Description Revision Project.

Benton County received ten responses to the request for proposals for the Classification/Compensation Study and Job Description Revision Project.

After a review of the qualifications submitted, it was determined that McGrath Consulting Group, Inc. was the most qualified firm to provide the necessary services.

A Professional Services Contract was negotiated with McGrath Consulting Group, Inc., approved to form by the Prosecuting Attorney's office, and signed by the consultant.

Fiscal Impact

Amount: **\$121,398.00 excluding WSST** (Base Fee: \$106,398.00, Travel Reimbursement: \$5,000.00, As-Needed Services: \$10,000.00)

Fund: **General Fund – Non-Departmental**

Recommendation

Approve the execution of a contract with McGrath Consulting Group, Inc. for Classification/Compensation Study and Job Description Project

Suggested Motion

The Board of Benton County Commissioners hereby approves the execution of a contract with McGrath Consulting Group, Inc., as presented.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT FOR THE CLASSIFICATION/COMPENSATION STUDY AND JOB DESCRIPTION PROJECT WITH MCGRATH CONSULTING GROUP, INC.

WHEREAS, with the Coordination between the Purchasing and Human Resources Departments, an RFP was put together for a Classification/Compensation Study and Job Description Revision Project; and

WHEREAS, Benton County received ten responses to the request for proposals for the Classification/Compensation Study and Job Description Revision Project; and

WHEREAS, after a review of the qualifications submitted, it was determined that McGrath Consulting Group, Inc. was the most qualified firm to provide the necessary services; and

WHEREAS, a Professional Services Contract was negotiated with McGrath Consulting Group, Inc., approved to form by the Prosecuting Attorney's Office, and signed by the consultant; **NOW THEREFORE**,

BE IT RESOLVED that the Board of County Commissioners hereby approves the Professional Services Contract with McGrath Consulting Group, Inc., for the Classification/Compensation Study and Job Description Project in the amount not to exceed \$121,398.00, excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED the Agreement will expire on July 31, 2024.

Dated this 7th day of November 2023.

Chairman

Commissioner

Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
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 **MCGRATH CONSULTING GROUP, INC. DBA MCGRATH HUMAN RESOURCES GROUP**, a corporation organized under the laws of the State of Tennessee with its principal offices at 363 Cheyenne Dr, Jamestown, TN 38556-6525 (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 - Proposed Project Plan/Scope of Services

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on July 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

- b. The CONTRACTOR shall provide a comprehensive classification and compensation study and job description revision. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Proposed Project Plan/Scope of Services", which is attached hereto and incorporated herein by reference.
 - a. 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.
 - b. The CONTRACTOR shall perform the work specified in this

Contract according to standard industry practice.

- c. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- d. 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.
- e. The CONTRACTOR agrees to submit a COVID-19 Safety Plan in compliance with the Washington State Stay Home, Stay Healthy Proclamation before work can begin.

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: Victoria McGrath
Address: 363 Cheyenne Drive
Jamestown, TN 38556-6525
Phone: (815) 728-9111
Email: Victoriaphd@mcgrathconsulting.com

b. For COUNTY:

Name: Carlee Nave, Human Resources Manager
Address: 7122 W Okanogan Place, STE E310
Kennewick, WA 99336
Phone: (509) 737-2777
Email: Carlee.Nave@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of One Hundred Six Thousand Three Hundred Ninety-Eight Dollars and Zero Cents (\$106,398.00) for the Classification & Compensation Study and Job Description Revisions, excluding W.S.S.T. The Contractor shall also be reimbursed at the actual cost of travel in an amount not to exceed Five Thousand Dollars and Zero Cents

(\$5,000.00), excluding W.S.S.T. The Contractor shall also be reimbursed, with prior written authorization from the COUNTY's Contract Representative in section 4 of this contract, at the hourly rates in Exhibit A for any as-needed work not accounted for in the original scope of work in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00).

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Hundred Twenty-One Thousand Three Hundred Ninety-Eight Dollars and Zero Cents (\$121,398.00), 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 ten (10) 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. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

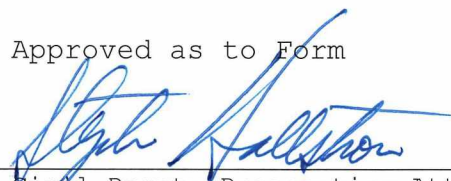
Dated: 10/25/2023

FOR: BENTON COUNTY

**FOR: MCGRATH CONSULTING
GROUP DBA MCGRATH HUMAN
RESOURCES GROUP**

Chairman

Approved as to Form



Civil Deputy Prosecuting Attorney

DocuSigned by:



Signature

CEO

Title:

Victoria McGrath

Print Name

Exhibit A: Project Plan/Scope of Services

We tailor our projects to meet the needs and unique structure and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables. The project steps can be discussed and adjusted to meet the projects needs for the County.

1. Project Orientation

- ❖ Communicate with the HR Manager to:
 - Provide a list of documents and data needed to begin the project.
 - Discuss project expectations and milestones.
 - Begin developing a communication plan.
 - Schedule initial meetings.

Our philosophy is to tailor each project to meet the needs, unique structure, and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables.

We will develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our Project Manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

2. Project Initiation and Assessment

The consultants will conduct the first visit to meet with County leaders and the Compensation Project Team to:

- ❖ Explore your organization's current compensation system, compensation philosophy and strategy.
- ❖ Gain an understanding of the goals, values and structure of the overall organization.
- ❖ Gather information for each individual department including any unique responsibilities associated with positions, strengths and weaknesses of the current system, or issues with recruitment/retention.
- ❖ Identify future needs.
- ❖ Review provided documents and data.
- ❖ Finalize project communication expectations and strategies, project timeline, and identifiable milestones.

Our philosophy is to have direct conversations with management and administration to identify challenges and concerns with the current system and future needs; so we may develop comprehensive recommendations to best address those needs.

Other Introductory communications are recommended:

- ❖ Conduct introductory meetings with the Board of County Commissioners to discuss elements of compensation philosophy and expectations.
- ❖ Introductory employee communications and/or meetings to explain the process of a compensation study, introduce the consulting team, expected assistance, describe the general outcome of the Study, and other related topics as desired by the County.

From these initial meetings, the consulting team will identify:

- ❖ The strengths of the current compensation system.
- ❖ Areas that need to be addressed or are concerns to the current program.
- ❖ Future opportunities in structuring total compensation recommendations.
- ❖ Current compensation program success and challenges.
- ❖ Other characteristics about the County which may impact compensation.

It is our belief that identifying and establishing a compensation philosophy allows for the development of strategic recommendations, such as placement in the market.

An analysis of this information as well as external data collection will be the basis of developing a compensation philosophy that will guide the design and complexity of the County's compensation program. A consistent philosophy will provide a strong foundation for the County. Without a philosophy, leaders often find themselves unsure what to offer as a total compensation package.

3. Classification Analysis (Job Analysis)

A **job analysis** objectively evaluates the duties, responsibilities, tasks, and authority level of each County position and identifies the hierarchy and career progression opportunities. This also supports pay equity.

Our philosophy is that job analysis is critical not only for internal equity, but also the establishment of a standardized classification system which will be used to establish pay equity between positions.

The job analysis will include completion of a Position Questionnaire (PQ), which is a standardized tool used to analyze each position on identified factors. The **McGrath 360Comp™** PQ has been developed ***specifically for use in public sector organizations and is available as an online tool***. This Questionnaire will be completed on all job titles for purposes of:

- ❖ Expounding upon information provided in job descriptions.
- ❖ Evaluating position responsibilities regarding necessary competencies, experience, education, finances, judgement, decision-making and other expectations which provide value to the County.
- ❖ Clarifying instances where statements in the existing job descriptions are vague or absent.
- ❖ Updating and aligning classification changes.
- ❖ Identifying career progression opportunities.

The **McGrath 360Comp™** point factor process used to complete the job analysis goes beyond the typical "Knowledge, Skills and Abilities" (KSA's) and explores factors that are unique to public sector positions including the following aspects of a job:

- ❖ Records, Reports and Programs
- ❖ Impact of Decisions and Consequences of Errors
- ❖ Contact with Others (both inside and outside the organization)
- ❖ Equipment, Machines and Tools
- ❖ Budget, Financial, and Cash Handling
- ❖ Education, Experience, Licensure/Certifications
- ❖ Complexity and Judgment
- ❖ Confidential Data
- ❖ Stress (degree of mental or emotional fatigue or stress inherent to the job)
- ❖ Technology
- ❖ Leadership and Supervisory Responsibilities
- ❖ Work Environment and Physical Requirements



❖ Job Description Updates.

Supervisory Review/Verification. Each incumbent's supervisor or Elected Official/Department Head will be given time to review the completed PQ for content and accuracy, and to comment in a designated area of the document. They will sign off on their review prior to submission to the Consultants. If needed, the consulting team may speak with Elected Officials/Department Heads, Supervisors, and/or Human Resources for additional position clarification.

Outcomes. From this process, the current classification system will be updated, as needed.

Job Description Document Updates/Development

The Position Questionnaire process will serve as the foundation for job description updates.

The Firm will update the current job descriptions with a tailored yet standardized and compliant format to meet the needs and desires of your organization. The template is developed cooperatively between the County and McGrath. Any descriptions that are updated will be submitted in draft form and **one** edit is included in the price before being turned over to the organization as final.

4. Compensation Analysis

A Compensation analysis determines the organization's relative position in the comparable labor market. This analysis allows County leaders to understand the organization's compensation as a whole and by position, allowing them to make sound compensation decisions. Compensation Analysis will consist of the following:

A market survey is developed specific to the County's positions. We believe that collecting fresh market data establishes a more accurate look of the current market. We do not utilize third-party market surveys unless requested or discussed with the client in advance.

- ❖ The County and consulting team will cooperatively **identify Comparable Organizations as the labor market.** The County will have input into the list and must approve the list of comparables prior to starting the external market survey.
- ❖ McGrath consultants will prepare and conduct a tailored compensation, and special pay survey specific to the County's positions to **collect external market data.**
- ❖ The consultants will **analyze salary data.** The market survey collects minimum, midpoint, maximum, and incumbent salary information for each benchmark position; and other data points as needed. A statistical analysis is conducted on each dataset to ensure consistent and objective analysis. The outcome is then calculated into a ratio between the market and the County to measure the County's alignment against the market.
- ❖ The consultants will examine the status of your current compensation systems including **structural analysis, special pay analysis, compression analysis, and incumbent pay analysis** to give guidance to the consultants for compensation and implementation recommendations and will also provide information to the County regarding overtime, promotional and retention opportunities, internal equity, **and how multiple pay plans are working together.**



- ❖ The consultants will **review your compensation-related policies** for compliance and best practices. We will make recommendations for policy updates or considerations that impact the County.

The consultants will also gather and analyze external and internal demographic data and workforce metrics to define:

- Employee's tenure within the organization as well as tenure in current position.
- Turnover rate for the organization.
- Local geographic and economic factors impacting the attraction and retention of employees.

Understanding your employee demographics and external challenges allows for the development of strategic recommendations.

The outcome of this portion of the project is very important because it identifies current trends and future predictors. This information guides the consulting team in developing strategy options and recommendations for the County's current and future needs.

5. McGrath 360Comp™ Integration

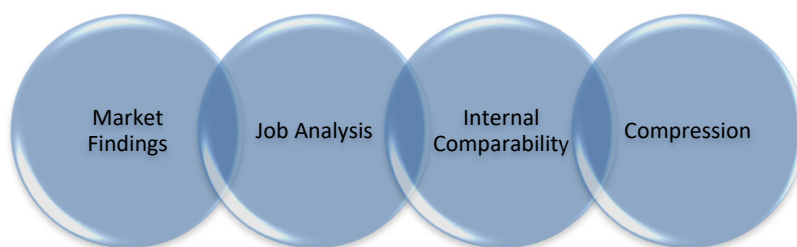
Upon completion of the compensation analysis and job analysis, etc. the consultants will engage the County to:

- ❖ Confirm the recommended compensation philosophy.
- ❖ Discuss the data obtained and share the market summary findings and trends found in the analysis as it compares to the current Compensation System.
- ❖ Discuss the future compensation system.
- ❖ Discuss the tie between the compensation system, performance, and tenure, and provide recommendations to strengthen the County's desired compensation model.

Our philosophy is to help the County understand the full picture between the job analysis, compensation analysis, and summary market findings, which allows the County and consulting team to have a meaningful dialogue to confirm the desired place in the market, desired compensation system model, and other compensation solutions identified.

6. Classification and Compensation Systems Update/Development and County Review

The Classification and Compensation Systems will be updated or redeveloped with the following information:



Allowing County leaders and department directors the opportunity to review our recommendations in advance of finalization provides an opportunity for dialogue and sound quality control.

The consultants will develop a **detailed fiscal impact** of the Compensation Systems and will present implementation strategy options that fit the fiscal needs, culture, and compensation strategy of



the County. While some entities can fully implement the compensation system immediately, some clients have utilized a phased approach. We will work with the County to assure that any phased approach fits with best practices and your fiscal realities. The contract price includes up to three (3) salary schedule and costing iterations.

Once the Systems are updated/developed, the consultants will meet with appropriate County personnel to **review the draft Classification and Compensation Systems**. This visit will include meetings with the County's project designee and each Department Director to review placements within the Compensation System to identify any concerns prior to finalization. This provides an opportunity to discuss any changes in placement in the current system and/or ensure proper placement if the Systems are redesigned.

7. Finalization

A **Compensation Policy/Procedure Manual** will be developed for Administration/Human Resources. This report details:

- a. Study methodology and findings.
- b. Recommended compensation structure modifications.
- c. Recommended position title, classification specification or career progression changes.
- d. Fiscal impact and implementation strategies.
- e. Policies and procedure modifications or to adopt to administer and maintain the system in-house going forward.
- f. Management span of control recommendations.

The County will receive the Compensation and Classification documents and cost estimates in editable format for the County to maintain/integrate.

An **Executive Summary Report** for governing body and public distribution will also be provided as appropriate.

Union Summary Reports will also be provided, as appropriate.

These reports will first be provided to County Administration in draft form to allow for feedback before the reports are placed into final form and provided electronically.

8. Presentation and Communication

The Study includes a **presentation to the project team, County Commission, and employees**.

Correspondence and notices will be tailored to the County's needs, whether for written, verbal or electronic presentation.

We stand behind our methodology and process, and recommendations. We are available to present findings to the oversight committees, County Board, and Employees.



9. Ongoing Support and Training

McGrath Human Resources Consultants will continue to work with your organization to **support implementation** of the compensation system at no additional cost.

The County may also consider its future needs as follows:

- ❖ McGrath Human Resources believes in providing our clients with the tools to be able to manage their Classification and Compensation System independently. In addition to policy recommendations to manage and maintain the Compensation System, we will teach the Human Resources staff the point factor/position analysis process.

We will continue to assist the County through implementation.

We embrace client independence. We will train Human Resources and provide the tool necessary for self maintenance, if desired by the County.



Proposal Timeline

With the current labor market conditions, it is important we take the time necessary to provide the County with a quality end product that will be successful for the County. The timeliness of the market data collection is heavily dependent upon the workload and staffing of the comparable organizations we are asking to participate, so additional time is built into the schedule for better survey participation/timely responses to capture current data.

A start date no later than December 2023 is necessary to meet the County's desired completion date of June 30, 2024, with the following schedule:

Activity	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
	1	2	3	4	1	1	1	1	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1 - Project orientation/planning																								
Task 2 - Project Kickoff meetings with identified stakeholders for information meetings																								
Task 3 -Position Questionnaire and Job Analysis																								
Task 4 - Market Data collection and analysis																								
Task 5 - Review Findings with County																								
Task 6 - Develop/Update Compensation and Classification Systems																								
Task 6 - Review Recommendations and Cost with County																								
Task 7 -Finalize changes. Provide Draft Reports for County review. Finalize Reports.																								
Task 8 - Presentations																								
<i>Job Descriptions will be redeveloped following the completion of recommendations and presentation.</i>																								

This timeline will be adjusted based on the agreed upon Project Initiation date. There are factors that impact this schedule that may be out of the control of the consultants. The proposed time frame is contingent upon timely receipt of data from the County, timely participation from external comparable organizations; and timely receipt of information and/or feedback from the County. This is monitored by the consulting team and communicated with the County on an ongoing basis.

Project Progress Communication

Since we work closely with our clients, open communication and collaboration between the consulting team and project designee is critical for the project to be most successful. Because of that, we will develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the



project. Our designated project manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

Cost Proposal

McGrath Human Resources does not identify, or bill based on the number of hours needed to complete a project, as the Firm will work the project based on the scope of work. Instead, McGrath sets project fees based on the total project, which ensures the project comes in at the budgeted amount. Therefore, the fees listed below include all consulting professional fees, and administrative costs.

Classification and Compensation Study	\$61,548
Job Descriptions (230 documents x \$195 per document)	\$44,850
Travel - Not to exceed based upon actual expenses**	\$ 5,000

*Job Descriptions are billed based on actual documents developed.

**Travel: In-person site visits may not be needed nor desired. Travel expenses will be billed only if incurred and based on actual expenses, not to exceed the price listed. This would be limited to airfare, mileage/car rental, hotel and dinner. All in person site visits will be determined with the County in advance and based upon the needs of the project.

Hourly Rates for Project Work

Principal	\$250
Senior Consultant	\$200
Consultant	\$190

Terms of Payment

Payment will be made in three (3) installments (\$61,548):

\$ 8,000 upon completion of meetings with Department Heads;

\$ 43,542 upon submission of the draft report; and

\$ 10,000 plus actual travel (not to exceed \$5,000) upon submission of the final report.

Job descriptions are paid in two (2) installments at the start of the project: \$5,000 at the start of the project and the balance of actual job descriptions developed upon submission of the draft job descriptions.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from September 8, 2023. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

Change Order Process

In the event the work is so beyond the scope of the original project, the Consultant will work with the County to either bill the service at an hourly rate, plus travel fees; or determine a fixed price. However, no work will begin until an agreement with the County has been approved.



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7 th , 2023
Subject:	2024 Annual Road Program and Major Equipment Purchases
Presenter:	Matt Rasmussen, Deputy County Administrator & Matt Mahoney, Public Works Manager
Prepared By:	Matt Mahoney, Public Works Manager
Reviewed By:	Matt Rasmussen, Deputy County Administrator
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☐ 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

Washington Administrative Code (WAC) Chapter 136-16 requires that the County Engineer prepare and submit to the Board a recommended annual road program. On October 17th, 2023, the Board reviewed and approved the Six-Year Annual Transportation Program (Resolution 2023-0711) which included all construction projects proposed for the year 2024. The Public Works Department has provided the Board a preliminary budget which included those projects on the adopted six-year plan that would be attempted in 2024 and those pieces of equipment intended for purchase in 2024 based on estimated available funds.

WAC 136-16-018 states: *"The county legislative authority shall adopt a final annual program at any time prior to the adoption of the budget."* Further, WAC 136-16-030 states: *"In accordance with RCW 36.81.130. The annual program shall also include a list of all major road equipment purchases and repairs contemplated for the year, together with the estimated costs thereof. The total estimated cost of all equipment listed shall be approximately equal to the amount budgeted for equipment purchase in the annual equipment rental and revolving fund budget. The equipment list may include an item for miscellaneous minor equipment in any amount up to ten percent of the estimated total cost. The list may also include a list of alternate or additional items of equipment totaling up to fifteen percent of the basic list cost to allow for unforeseen conditions."*

The attached annual construction program and major equipment purchases lists represent the final annual program based on anticipated revenues.

As part of the initial project selection an environmental assessment for each project was done. All projects have been found to have an insignificant impact on the environment or are exempt from environmental assessment.

Fiscal Impact

All programs and purchases shown for 2024 are included in the 2023 - 2024 budgets submitted for both the County Roads fund and the Equipment Rental & Revolving (ER&R) fund.

Recommendation

Staff recommends the Board adopt the 2024 Annual Road Program and Major Equipment Purchases as presented.

Suggested Motion

I move to approve the Resolution approving the Benton County 2024 Annual Road Program and Major Equipment Purchases.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE 2024 ANNUAL ROAD PROGRAM AND MAJOR EQUIPMENT PURCHASES

WHEREAS, pursuant to Chapter 136 Washington Administrative Code (WAC), the County Road Administration Board (CRAB) requires that all Counties make certain reports each year to ensure they are in compliance with the Standards of Good Practice; and

WHEREAS, the County Engineer and Public Works Manager have submitted to the Board of Benton County Commissioners a program for the design and construction of roads by the County Road Fund and a list of major equipment purchase to be made by the County Roads and Equipment Rental & Revolving Funds; and

WHEREAS, this program and list were considered in conjunction with the adoption of the 2023 - 2024 budget; and

WHEREAS, an environmental assessment has been made for each road project by the County Engineer; and

WHEREAS, the Board of Benton County Commissioners has reviewed this Annual Road Program, including the Annual Construction Program with the environmental assessments contained therein, and the Major Equipment Purchase List; **NOW, THEREFORE**,

BE IT RESOLVED that the attached 2024 Annual Road Program and Major Equipment Purchases are hereby approved and adopted, and the County Engineer and Public Works Manager are hereby authorized and directed to proceed with the same.

APPROVED this 7th day of November, 2023

Chairman of the Board

Chairman Pro Tem

Commissioner

Attest:

Constituting the Board of County Commissioners
Benton County, Washington

Clerk of the Board

2024 Annual Road Program Estimated Revenues

ORG Code	Revenue Description	Estimated Revenues
RD291740	RD Est Beginning Fund Balance	4,300,000
RD311100	RD Real & Personal Property Ta	7,394,100
RD317200	RD Leasehold Excise Tax	130,000
RD321910	RD Franchise Fees	3,500
RD333202	RD Department Of Transportation	2,288,194
RD334036	RD State Grant from DOT	1,102,875
RD334038	RD State Grant from TIB	-
RD334371	RD Rural Arterial Program (RAP	1,625,000
RD334372	RD CO Arterial Pres Prgm (CAPP	550,000
RD336007	RD Multimodal Transport -Count	154,227
RD336008	RD Motor Vehicle Fuel Tax-Co R	3,337,498
RD341430	RD Budget & Accounting Service	25,000
RD341820	RD Engineering Services	7,500
RD341930	RD Custodial/Jan/Maint/Building	5,000
RD344100	RD Various Road Repairs	5,000
RD344109	RD Road Maint & Repair Charges	20,000
RD344190	RD Road Maint & Repair Charges	33,000
RD344270	RD Road Signs	2,000
RD361110	RD Investment Interest	180,000
RD362500	RD Space & Facility Rental L-T	6,263
RD367000	RD Contributions -Traffic Mitigation Fees	21,000
RD369100	RD Sale of Surplus	500
RD369910	RD Miscellaneous Other	1,000
RD369915	RD Miscellaneous Revenue	200
RD389300	RD Custodial Type Collections	1,700
RD397100	RD Operating Transfer In - Current Expense	5,000
RD397101	RD Operating Transfer In - Flood Control	3,000
RD397111	RD Operating Transfer In - Paths & Trails	92,500
RD397112	RD Operating Transfer In - CRIM	2,565,584
GRAND TOTAL ROAD REVENUES		23,859,641

2024 Annual Road Program Estimated Expenditures

ORG Code	Expenditure Description	Estimated Expenditures
GF251700	Traffic Law Enforcement (Diversion of County Road Funds)	650,514
RD542000	Maintenance	9,409,078
RD543000	Administration/General Services	5,288,440
RD544000	Operations	600,000
RD589000	Sales Tax Processing	1,000
RD591000	Redemption of Long-Term Debt (PWTF Loan SR397)	197,750
RD592000	Interest and Other Debt Services Cost (PWTF Loan SR397)	3,461
RD594000	Capitalized Expenditures (Equipment)	715,000
RD595000	Road/Street Construction	5,000,000
GRAND TOTAL ROAD EXPENDITURES		21,865,243

Annual Construction Program & Report

Benton
2024

(A) Total Est. Construction	\$6,381,940.00	Date of Env. Assessment	2023-10-17
(B) Total Est. County Forces Construction	\$290,000.00	Date of Final Adoption	2023-11-07
(C) Computed County Forces Limit	\$1,790,304.25	Ordinance/Resolution Number	

Projects

Road Information & Other Funding

6 Year Project Number	1	Project Name	Guideposts & Guardrail Install (2019)	Other Amount	\$551,500.00	Program Source	HSIP-Highway Safety Improvement Program
Project Code	Safety - Signing, Striping, Markings, GR, etc.						
Amount	\$55,150.00						
Est. PE & CE (595.10)	\$50,710.00	Est. Right Of Way (595.20)	\$0.00				
Est. Contract	\$555,940.00	Est. County Forces	\$0.00				
6 Year Project Number	2	Project Name	COUNTYWIDE SAFETY IMPROVEMENTS (2021)	Other Amount	\$519,500.00	Program Source	HSIP-Highway Safety Improvement Program
Project Code	Safety - Signing, Striping, Markings, GR, etc.						
Amount	\$0.00						
Est. PE & CE (595.10)	\$16,500.00	Est. Right Of Way (595.20)	\$0.00				
Est. Contract	\$503,000.00	Est. County Forces	\$0.00				
6 Year Project Number	3	Project Name	HANKS RD PHASE I	Road Number	22220	Road Name	Hanks Rd
Project Code	RC - Reconstruction			BMP	6.07	From	
Amount	\$100,000.00			EMP	7.60	To	
Est. PE & CE (595.10)	\$100,000.00	Est. Right Of Way (595.20)	\$0.00	Project Length	1.53	FFC	08 - Rural Minor Collector
Est. Contract	\$1,400,000.00	Est. County Forces	\$0.00	Other Amount	\$1,400,000.00	Program Source	RAP-County Road Administration Board Rural Arterial Program
6 Year Project Number	4	Project Name	COUNTY WELL ROAD - Phase I	Road Number	11110	Road Name	County Well Rd
Project Code	2R - Resurface and Restore			BMP	0.00	From	
Amount	\$22,500.00			EMP	3.12	To	
Est. PE & CE (595.10)	\$175,000.00	Est. Right Of Way (595.20)	\$50,000.00	Project Length	3.12	FFC	08 - Rural Minor Collector
Est. Contract	\$0.00	Est. County Forces	\$0.00	Other Amount	\$202,500.00	Program Source	RAP-County Road Administration Board Rural Arterial Program
6 Year Project Number	5	Project Name	DAGUE RD	Road Number	75650	Road Name	Dague Rd
Project Code	Other - Other			BMP	0.00	From	Terril Rd
Amount	\$0.00			EMP	0.50	To	Game Farm Rd
Est. PE & CE (595.10)	\$95,000.00	Est. Right Of Way (595.20)	\$0.00	Project Length	0.50	FFC	17 - Urban Major Collector
Est. Contract	\$555,000.00	Est. County Forces	\$0.00	Other Amount	\$650,000.00	Program Source	County-Other County Funds (Not Road)
6 Year Project Number	6	Project Name	CROSBY ROAD PHASE II	Road Number	22190	Road Name	Crosby Rd.
Project Code	RC - Reconstruction			BMP	7.76	From	
Amount	\$525,000.00			EMP	10.64	To	

Est. PE & CE (595.10)		\$75,000.00		Est. Right Of Way (595.20)		\$0.00		Project Length		2.88		FFC		08 - Rural Minor Collector	
Est. Contract		\$450,000.00		Est. County Forces		\$0.00									
6 Year Project Number		7		Project Name		BADGER ROAD RE-CHANNELIZATION & OVERLAY		Road Number		55100		Road Name		Badger Road	
Project Code		RC - Reconstruction						BMP		11.70		From			
Amount		\$1,160,000.00						EMP		12.01		To			
Est. PE & CE (595.10)		\$140,000.00		Est. Right Of Way (595.20)		\$0.00		Project Length		0.31		FFC		14 - Urban Principal Arterial, other	
Est. Contract		\$1,020,000.00		Est. County Forces		\$0.00									
6 Year Project Number		8		Project Name		ADAIR ROAD		Road Number		44830		Road Name		Adair Rd	
Project Code		Other - Other						BMP		1.48		From			
Amount		\$150,000.00						EMP		3.38		To			
Est. PE & CE (595.10)		\$150,000.00		Est. Right Of Way (595.20)		\$0.00		Project Length		1.90		FFC		08 - Rural Minor Collector	
Est. Contract		\$0.00		Est. County Forces		\$0.00									
6 Year Project Number		10		Project Name		DISTRICT LINE CHANDLER - DECK REPAIR		Other Amount		\$66,000.00		Program Source		BR-Bridge Replacement/Bridge Rehabilitation Program	
Project Code		BR - Short- span or Locally Funded													
Amount															
Est. PE & CE (595.10)		\$66,000.00		Est. Right Of Way (595.20)		\$0.00									
Est. Contract		\$0.00		Est. County Forces		\$0.00									
6 Year Project Number		11		Project Name		TIER 1 INTERSECTION AUDIO & VISUAL UPGRADES		Other Amount		\$355,000.00		Program Source		HSIP-Highway Safety Improvement Program	
Project Code		Safety - Signing, Striping, Markings, GR, etc.													
Amount															
Est. PE & CE (595.10)		\$41,000.00		Est. Right Of Way (595.20)		\$0.00									
Est. Contract		\$314,000.00		Est. County Forces		\$0.00									
6 Year Project Number		12		Project Name		2023 INTERSECTION SAFETY & PEDESTRIAN CROSSING ENHANCEMENTS		Other Amount		\$354,000.00		Program Source		HSIP-Highway Safety Improvement Program	
Project Code		Safety - Signing, Striping, Markings, GR, etc.													
Amount															
Est. PE & CE (595.10)		\$41,000.00		Est. Right Of Way (595.20)		\$0.00									
Est. Contract		\$313,000.00		Est. County Forces		\$0.00									
6 Year Project Number		13		Project Name		COUNTY RT 12/ACTIVE-TRANSPORTATION PATH REPAIRS		Other Amount		\$453,000.00		Program Source		Fed Misc-Miscellaneous Federal Sources	
Project Code		3R - Rehabilitate, Resurface, Restore;2R - Resurface and Restore													
Amount		\$656,000.00													
Est. PE & CE (595.10)		\$128,000.00		Est. Right Of Way (595.20)		\$0.00									
Est. Contract		\$981,000.00		Est. County Forces		\$0.00									
6 Year Project Number		16		Project Name		COUNTY WELL ROAD - Phase II		Road Number		11110		Road Name		County Well Rd	
Project Code		2R - Resurface and Restore						BMP		3.12		From			
Amount		\$50,000.00						EMP		5.13		To			
Est. PE & CE (595.10)		\$50,000.00		Est. Right Of Way (595.20)		\$0.00		Project Length		2.01		FFC		07 - Rural Major Collector	
Est. Contract		\$0.00		Est. County Forces		\$0.00									
6 Year Project Number		17		Project Name		COUNTY WELL ROAD - Phase III		Road Number		11110		Road Name		County Well Rd	
Project Code		2R - Resurface and Restore						BMP		5.13		From			
Amount		\$50,000.00						EMP		6.93		To			
Est. PE & CE (595.10)		\$50,000.00		Est. Right Of Way (595.20)		\$0.00		Project Length		1.80		FFC		07 - Rural Major Collector	
Est. Contract		\$0.00		Est. County Forces		\$0.00									
6 Year Project Number		30		Project Name		PATHS & TRAILS		Other Amount		\$20,000.00		Program Source		County-Other County Funds (Not Road)	

Project Code		P&T - Paths, Trails, Bikeways, etc.		
Amount				
Est. PE & CE (595.10)	\$0.00	Est. Right Of Way (595.20)	\$0.00	
Est. Contract	\$0.00	Est. County Forces	\$20,000.00	
6 Year Project Number	31	Project Name	RAILROAD CROSSINGS	
Project Code	Other - Other			
Amount	\$20,000.00			
Est. PE & CE (595.10)	\$0.00	Est. Right Of Way (595.20)	\$0.00	
Est. Contract	\$0.00	Est. County Forces	\$20,000.00	
6 Year Project Number	33	Project Name	EMERGENT PROJECTS	
Project Code	Other - Other			
Amount	\$250,000.00			
Est. PE & CE (595.10)	\$0.00	Est. Right Of Way (595.20)	\$0.00	
Est. Contract	\$0.00	Est. County Forces	\$250,000.00	

**BENTON COUNTY PUBLIC WORKS
2024
MAJOR EQUIPMENT PURCHASES**

EQUIPMENT RENTAL & REVOLVING FUND

Pickups, Vans, and Suv's:

Pickup (1)	\$ 50,000
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TOTAL	\$ 50,000
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COUNTY ROAD FUND

Jet/Vac Truck (Approved via Resolution 2022-254)

<i>*This was ordered in 2023, will not be ready to purchase and pick up until 2024</i>	\$ 715,000
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TOTAL	\$ 715,000
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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 7, 2023
Subject:	Declaration of Emergency in Benton County, waiving competitive bidding requirements regarding Knox Road culvert failure
Presenter:	Matt Rasmussen
Prepared By:	D. Hope
Reviewed By:	M. Rasmussen
PA Review, Approval to Form:	☐ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☐ Consent Agenda	☐ Discussion Only (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

A culvert pipe on Knox Road is blocked and will need to be cleaned out and the damage to the road will need to be repaired. Staff has been unable to quickly unblock the culvert and needed to bring in an outside contractor to resolve the issue to prevent further damage to County infrastructure and reopen the roadway as soon as possible.

On October 26, 2023, pursuant to Benton County Procurement, Leasing & Contracting Policy, Section 1.6.1 and RCW 29.04.280(1)(c)(e) the Deputy County Administrator declared an emergency relating to Knox Road culvert failure. The emergency declaration is needed to waive formal competitive bidding requirements so that a contractor could be hired to complete the necessary work immediately.

Fiscal Impact

Amount: n/a

Fund: Road Fund

Recommendation

The Deputy County Administrator recommends the Board approve the declaration of emergency for Knox Road.

Suggested Motion

I move to approve the Resolution declaring an Emergency for repair of Knox Road and waive formal bidding requirements pursuant to RCW 29.04.280 and Benton County Procurement, Leasing & Contracting Policy, Section 1.6.1.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DECLARATION OF EMERGENCY IN BENTON COUNTY, WAIVING COMPETITIVE BIDDING REQUIREMENTS REGARDING KNOX ROAD CULVERT FAILURE

WHEREAS, a culvert pipe on Knox Road is blocked and will need to be cleaned out and the damage to the road repaired; and

WHEREAS, staff has been working to unblock the culvert pipe but has been unable to do so and needed to bring in a contractor to prevent further damage to County infrastructure and to reopen the road as quickly as possible; and

WHEREAS, on October 26, 2023, pursuant to Benton County Procurement, Leasing & Contracting Policy, Section 1.6.1 and RCW 29.04.280(1)(c)(e) the Deputy County Administrator declared an emergency relating to Knox Road culvert failure; and

WHEREAS, the emergency declaration is needed to waive formal competitive bidding requirements so that a contractor could be hired to quickly complete the necessary work to repair and reopen the roadway; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, in consideration of the above findings of fact:

1. A state of emergency is declared due to the failure of a culvert pipe on Knox Road.
2. Each designated department is authorized to exercise the powers vested in the resolution in light of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements). In order to prepare for, prevent and respond to this emergency, the requirements of competitive bidding and public notice are hereby waived pursuant to RCW 36.40.180, 38.52.070(2) and purchasing/contracting requirements pursuant to 36.32.270.

Dated this 7th day of November 2023.

Chairman

Chairman Pro-Tem

Attest: _____
Clerk of the Board

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