

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



Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Agenda – Board of County Commissioners

To view items in detail,
click highlighted areas.

Regular Board of Commissioners Meeting
Tuesday, December 12, 2023 9:00 AM
Commissioners' Hearing Room, Benton County Administration Building
7122 W. Okanogan Place, Building E, 3rd Floor, Suite E-303
Kennewick, WA

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx (linked below):

<https://www.co.benton.wa.us/agenda/commissioners>

Call to Order

Pledge of Allegiance

Approval of Minutes: **December 5, 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. Fees for Open Space, Timberland & Current Use Farm & Agricultural Lands
- b. Line Item Transfer, Fund Number 1290, Dept. 000 for Professional Services

Auditor

- c. Accounts Payable ~ Check Posting List for 11/30/2023
- d. Accounts Payable ~ Check Posting List for 12/01/2023
- e. Agreement w/Cowles Publishing Company for Printing of Local Voters' Pamphlets

Coroner

- f. Agreement w/Forensic Pathology Staffing for Forensic Pathology Services

Human Resources

- g. Reappointment of Patty Wilson to the Civil Service Commission
- h. Appointment of Delaney Tucker to the Benton County Civil Service Commission

Human Services

- i. Contract w/ARC of Tri-Cities for Parent Coalition Services

Information Technology

- j. Lease Agreement w/Ricoh USA, Inc. for Two Copiers for Superior Court

- k. Purchase of Laptop, Dock & Two Monitors From Dell for Public Works Department
- l. Line Item Transfer, Fund No. 1320, Dept. 000 for Computer Replacement

Juvenile

- m. Adopting Benton County Flat Monthly Payments for 2023-2024 Juvenile Operations & Facilities Budget; Amending Resolution 2022-922

Office of Public Defense

- n. Termination of Superior Court Public Defense Services Agreement w/Thomas Atwood

Parks

- o. Appointment of Ismael Mendoza-Jimenez to the Benton County Park Board, Position 5
- p. Appointment of Frank Cooper to the Benton County Park Board, Position 7

Planning

- q. Second Contract Amendment w/Safe Built LLC for Consulting Services

Public Works

- r. Interlocal Agreement w/Kittitas County for Labor, Equipment, Materials and Services

Purchasing

- s. Payment to Cascade Software Systems, Inc. for Maintenance & Programming Fees of CAMS Software
- t. Purchase of Ford F150 Truck From Clary Longview, LLC for Public Works Department
- u. Rescinding Resolution 80-509, 85-6 and 88-055 Which Adopted the WSDOT Standard Specifications Including Future Revisions
- v. Consolidated Deed for the Kennewick Justice Center Campus & Old Kennewick Fire Station Properties

Treasurer

- w. Second Amended Contract w/GovEase Auction, LLC for Online Property Tax Foreclosure Sales

Scheduled Business

Recognizing Portions of the Horn Rapids Triangle As A Targeted Urban Area ~ A Fyall

Other Business

Adjournment



Minutes – Board of County Commissioners

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, December 5, 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; Information Systems Analyst, Tim Brown; Human Resources Manager, Carlee Nave; Deputy Prosecuting Attorney, Ryan Brown; Risk Manager, Adam Morasch; Treasurer, Ken Spencer; Superior Court Administrator, Tiffany Runge; Superior Court Judge, Jackie Shea-Brown, Superior Court Judge, Joseph Burrowes; Security Program Coordinator, Steve Caughey; Public Works Operations Manager, Matt Mahoney; Auditor, Brenda Chilton; Human Services Manager, Kyle Sullivan

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of November 28, 2023 were approved.

Review Agenda

- Engagement Letter regarding Entrance Conference with the State Auditor's Office

Public Comment

Sherry Elizabeth Becker Suijuris. Stated she was here as an injured claimant and spoke about events that happened on Red Mountain acreage, on September 6, 2023, and at County of Walla Walla District Court. She further stated she sent a registered mail claim to risk management.

Walter Leonard shared that he drove Sherry to court and then back to Benton County.

Consent Agenda

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

Animal Control

- a. Contract w/Vista Veterinary Hospital, Inc. for As Needed Veterinarian Medical Services
- b. Contract w/Vista Veterinary Hospital, Inc. for As Needed Spay & Neutering Services
- c. Contract w/S. Morris Company for As Needed Pet Cremation Services

Auditor

- d. Accounts Payable ~ Check Posting List for 11/22/2023

Board of Equalization

- e. Notice of Approval to Hear Property Tax Appeals

Corrections

- f. Purchase of Three TNT Enclosed Trailers from BF Ventures for Use by Work Crews
- g. First Amendment to Agreement w/Crown Paper & Janitorial Supply Company for Jail Chemicals & Janitorial Supplies
- h. First Amendment to Agreement w/Crown Paper & Janitorial Supply Company for Paper & Glove Supplies
- i. First Amendment to Agreement w/911 Supply, Inc. for Employee Uniforms and Other Items
- j. Second Contract Amendment w/Aramark Correctional Services, LLC for Food Services @ the Jail

District Court

- k. Line-Item Transfer, Fund No. 0010, Dept. 111 for Wages for Judge Pro Tem

Human Resources

- l. 2024 General Wage Increase for Non-Bargaining Employees, Managers & Administrators

Human Services

- m. Payment to Goodwill Industries of the Columbia, Inc. for the Eviction Rent Assistance Program
- n. Payment to The ARC of Tri-Cities for Services of the Parent Coalition Coordinator

Information Technology

- o. Annual License Fee for Spatialest Comper, Property Record Card, Community & Comper Adjustment Grid Software from Spatialest Inc for the Assessor's Office

Juvenile

- p. Contract w/NCIC Inmate Communications for Inmate Telephone & Call Monitoring System Services

Public Works

- q. Permission to Enter Property Agreement w/Bonneville Power Administration for Conducting Survey
- r. Line-Item Transfer, Fund No. 1010, Dept. 500 for Position of Maintenance Worker I w/New Organizational Chart
- s. Line-Item Transfer, Fund No. 1550, Dept. 000 to Pay Meier Engineering Under Contract #2455

Purchasing

- t. Memorandum of Lease w/Horizon Tower Limited, LLC for Fairgrounds/Event Center Cellular Tower Site
- u. Ratifying Change Order Proposals No. 1, 2, 3 & 4 to Banlin Construction, LLC's Contract for Administration Building Tenant Improvement Project
- v. Purchase of Autopsy Station from Apex Integrated Distribution, LLC for the Coroner's Office
- w. First Amendment to Contract w/Atlas Technical Consultants, LLC for On-Call Material Testing Services

Risk Management

- x. Contract w/Bock Consulting, Inc. for Occupational Health Consultations

Treasurer

- y. First Contract Amendment with FHN Financial Main Street Advisors, LLC for Investment Advising

Superior Court Bailiff Discussion

Bi-County Superior Court Judge, Jackie Shea-Brown, gave background on a meeting held last week relating to funding for the transition of both Benton and Franklin County Sheriff's Offices taking over courtroom security. She shared that they are now in negotiations with the Bailiffs related to changes in their job duties, as they will not be armed anymore.

Human Resources Manager, Carlee Nave, updated the board about the negotiations meeting scheduled for Friday and their active engagement with the union throughout this process.

The Commissioners discussed options for future training and potential expenses. Deputy County Administrator, Matt Rasmussen and Bi-County Superior Court Judge, Joe Burrowes, were also present to answer questions from Commissioners.

Other Business

Engagement Letter with the Office of Washington State Auditor Pat McCarthy

Auditor, Brenda Chilton, asked the board to authorize the Chair to sign an Engagement Letter from the Office of Washington State Auditor Pat McCarthy for the entrance conference with the State Auditor's Office regarding the commencement of the annual audit.

MOTION: Commissioner Delvin moved to authorize Chair McKay to sign the letter, Commissioner Alvarez seconded and upon vote, the motion carried as presented.

Commissioner Delvin thanked the public for their efforts on getting the Public Safety Sales Tax to pass and shared an article written by Rick Dunn regarding energy and potential pitfalls.

Executive Session – Potential Litigation

The Board went into executive session at 9:20 a.m. for up to 15 minutes with, Deputy Prosecuting Attorney, Jeff Aultman; Deputy Prosecuting Attorney, Ryan Brown; and Risk Manager, Adam Morasch. Also present were Jerrod MacPherson, Matt Rasmussen, and Amanda Pearson.

The Board came out at 9:37 a.m. No decisions were made in executive session.

MOTION: Commissioner Delvin moved approve the Settlement Agreement between Benton County and Christin Gregerson 1.6 million dollars. Commissioner Alvarez seconded and upon vote, the motion carried.

Accounts Payable

Check Date: 11/22/2023

Warrants #: 251399-251478

Total all funds: \$1,534,912.78

EFT's #: 692-693

Transfers #: 1374-1377,1381-1382

Total all funds: \$21,803.34

Resolutions

- 2023-815 Contract w/Vista Veterinary Hospital, Inc. for As Needed Veterinarian Medical Services
- 2023-816 Contract w/Vista Veterinary Hospital, Inc. for As Needed Spay & Neutering Services
- 2023-817 Contract w/S. Morris Company for As Needed Pet Cremation Services
- 2023-818 Notice of Approval to Hear Property Tax Appeals
- 2023-819 Purchase of Three TNT Enclosed Trailers from BF Ventures for Use by Work Crews
- 2023-820 First Amendment to Agreement w/Crown Paper & Janitorial Supply Company for Jail Chemicals & Janitorial Supplies
- 2023-821 First Amendment to Agreement w/Crown Paper & Janitorial Supply Company for Paper & Glove Supplies
- 2023-822 First Amendment to Agreement w/911 Supply, Inc. for Employee Uniforms and Other Items
- 2023-823 Second Contract Amendment w/Aramark Correctional Services, LLC for Food Services at the Jail
- 2023-824 Line-Item Transfer, Fund No. 0010, Dept. 111 for Wages for Judge Pro Tem
- 2023-825 2024 General Wage Increase for Non-Bargaining Employees, Managers & Administrators
- 2023-826 Payment to Goodwill Industries of the Columbia, Inc. for the Eviction Rent Assistance Program
- 2023-827 Payment to The ARC of Tri-Cities for Services of the Parent Coalition Coordinator
- 2023-828 Annual License Fee for Spatialest Comper, Property Record Card, Community & Comper Adjustment Grid Software from Spatialest Inc for the Assessor's Office
- 2023-829 Contract w/NCIC Inmate Communications for Inmate Telephone & Call Monitoring System Services
- 2023-830 Permission to Enter Property Agreement w/Bonneville Power Administration for Conducting Survey
- 2023-831 Line-Item Transfer, Fund No. 1010, Dept. 500 for Position of Maintenance Worker I with New Organizational Chart
- 2023-832 Line-Item Transfer, Fund No. 1550, Dept. 000 to Pay Meier Engineering Under Contract #2455
- 2023-833 Memorandum of Lease w/Horizon Tower Limited, LLC for Fairgrounds/Event Center Cellular Tower Site
- 2023-834 Ratifying Change Order Proposals No. 1, 2, 3 & 4 to Banlin Construction, LLC's Contract for Administration Building Tenant Improvement Project
- 2023-835 Purchase of Autopsy Station from Apex Integrated Distribution, LLC for the Coroner's Office
- 2023-836 First Amendment to Contract w/Atlas Technical Consultants, LLC for On-Call Material Testing Services
- 2023-837 Contract w/Bock Consulting, Inc. for Occupational Health Consultations
- 2023-838 First Contract Amendment with FHN Financial Main Street Advisors, LLC for Investment Advising
- 2023-839 Approving November 28, 2023, Settlement Agreement Between Benton County and Christin Gregerson, et al.

There being no further business before the Board, the meeting adjourned at approximately 9:38 a.m.

Clerk of the Board

Chairman

DRAFT

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12 th , 2023	
Subject:	Increase to Current Use Farm and Agricultural Program and Open Space Program Fees	
Presenter:	Bill Spencer – Assessor and Rikki Davis – Agricultural Appraiser Supervisor	
Prepared By:	Rikki Davis – Agricultural Appraiser Supervisor	
Reviewed By:	Danielle Hayes – Chief Assessor Deputy	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

The State of Washington enacted a \$100.00 recording fee increase for 2024, for a total of \$303.50 for the first page and \$1.00 each additional page. For this reason, the Assessor's office needs to increase the Current Use Farm and Agricultural Program and Open Space Processing fees. The Assessor's office is proposing \$450.00 for the Current Use Farm and Agricultural Program and \$500.00 for the Open Space Program.

Fiscal Impact

N/A

Recommendation

Move to Approve an increase to Current Use Farm and Agricultural Program and Open Space Program Fees

Suggested Motion

Approve as Part of the Consent Agenda

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DETERMINING FEES FOR OPEN SPACE, TIMBERLAND AND CURRENT USE FARM AND AGRICULTURAL LANDS

WHEREAS, pursuant to RCW 84.34.030 an owner of Open Space or Farm and Agricultural lands desiring Current Use classification may make application on forms supplied by the County Assessor and shall be accompanied by a processing fee; and

WHEREAS, Benton County does not have any Timber Lands; and

WHEREAS, WAC 458-30-220 reads as follows: The city or county legislative authority may, at their discretion, require a processing fee to accompany each application. This fee shall be in an amount that reasonably covers the processing costs of the application and if any agreement is to be recorded, the cost of such recording shall come from the fee; and

WHEREAS, effective January 1, 2024, pursuant to HB 1474, the cost to record most Notice of Approval or Denial of Application for Classification as Farm and Agricultural Land and Notice of Approval or Denial of Application for Classification as Open Space or Timber Land documents will be \$304.50; and

WHEREAS, the County Assessor's office estimates that the processing costs of an application for Current Use Farm and Agricultural Program averages \$145.50; and

WHEREAS, the County Assessor's office estimates that the processing costs of an application for Open Space Program averages \$195.50;

NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners has determined that it shall require a reasonable increase in processing fees for the following listed applications in the amounts indicated:

Current Use Farm and Agricultural Lands	\$450.00
Open Space Lands	\$500.00

BE IT FURTHER RESOLVED that this resolution takes effect on January 1st, 2024.

Chairman of the Board

Commissioner

Commissioner

Attest:
Clerk of the Board

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
REET TECHNOLOGY FUND NUMER 1290.**

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

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**

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5941400	56430	Capital Software	\$24,000	5142400	54103	Professional Services	\$24,000
TOTAL			\$24,000	TOTAL			\$24,000

Explanation:

Transfer of funds within REET Technology to pay Professional Services Contract with Just Appraised per resolution 2022-102.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Commissioner

Commissioner

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: 11/30/2023

Transfers # 1388, 1390

Total of all Funds: \$1,021.16

Commissioner _____

Commissioner _____

Commissioner _____

Date Signed _____

2023 11 4327	APP GF05000-21340	11/30/2023	CASH DISB	113023	Vouchers Payable	425.12
	APP 9990000-11124	11/30/2023	CASH DISB	113023	Federal Tax	
	APP ER85000-21340	11/30/2023	CASH DISB	113023	AP CASH DISBURSEMENTS JOURNAL	1,021.16
	APP ER85000-21340	11/30/2023	CASH DISB	113023	Vouchers Payable	192.62
	APP IT85000-21340	11/30/2023	CASH DISB	113023	AP CASH DISBURSEMENTS JOURNAL	148.68
	APP JCS85000-21340	11/30/2023	CASH DISB	113023	Vouchers Payable	199.43
	APP PS85000-21340	11/30/2023	CASH DISB	113023	AP CASH DISBURSEMENTS JOURNAL	29.21
	APP SW85000-21340	11/30/2023	CASH DISB	113023	Vouchers Payable	26.10
	APP GF001000-11110	11/30/2023	CASH DISB	113023	Due To General Fund	425.12
	APP 9990000-80010	11/30/2023	CASH DISB	113023	Due To General Fund	425.12
	APP 9990000-85010	11/30/2023	CASH DISB	113023	Due To Equipment Rental & Rev	192.62
	APP ER810000-11110	11/30/2023	CASH DISB	113023	Cash Equity	192.62
	APP 9990000-85020	11/30/2023	CASH DISB	113023	Due To Central Services	148.68
	APP IT810000-11110	11/30/2023	CASH DISB	113023	Cash Equity	148.68
	APP 9990000-81150	11/30/2023	CASH DISB	113023	Due To Juvenile Center	199.43
	APP JCS810000-11110	11/30/2023	CASH DISB	113023	Cash Equity	199.43
	APP 9990000-81480	11/30/2023	CASH DISB	113023	Due To Public Safety Tax Fund	29.21
	APP PS810000-11110	11/30/2023	CASH DISB	113023	Cash Equity	29.21
	APP 9990000-81550	11/30/2023	CASH DISB	113023	Due To Solid Waste Collection	26.10
	APP SW810000-11110	11/30/2023	CASH DISB	113023	Cash Equity	26.10
					SYSTEM GENERATED ENTRIES TOTAL	1,021.16
					TOTAL	2,042.32
					GENERAL LEDGER TOTAL	1,021.16

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund GF001000-11110 GF005000-21340	2023 11	4327	11/30/2023	Cash Equity Vouchers Payable	425.12	425.12
FUND TOTAL					425.12	425.12
1150 Juvenile Center JC810000-11110 JC850000-21340	2023 11	4327	11/30/2023	Cash Equity Vouchers Payable	199.43	199.43
FUND TOTAL					199.43	199.43
1480 Public Safety Tax Fund PS810000-11110 PS850000-21340	2023 11	4327	11/30/2023	Cash Equity Vouchers Payable	29.21	29.21
FUND TOTAL					29.21	29.21
1550 Solid Waste Collection Fund SW810000-11110 SW850000-21340	2023 11	4327	11/30/2023	Cash Equity Vouchers Payable	26.10	26.10
FUND TOTAL					26.10	26.10
5010 Equipment Rental & Revolving ER810000-11110 ER850000-21340	2023 11	4327	11/30/2023	Cash Equity Vouchers Payable	192.62	192.62
FUND TOTAL					192.62	192.62
5020 Central Services IT810000-11110 IT850000-21340	2023 11	4327	11/30/2023	Cash Equity Vouchers Payable	148.68	148.68
FUND TOTAL					148.68	148.68
9999 Treasurers Pooled Cash 99900000-11124 99900000-80010 99900000-81150 99900000-81480 99900000-81550 99900000-85010 99900000-85020	2023 11	4327	11/30/2023	Federal Tax Due To General Fund Due To Juvenile Center Due To Public Safety Tax Fund Due To Solid Waste Collection Due To Equipment Rental & Rev Due To Central Services	 425.12 199.43 29.21 26.10 192.62 148.68	1,021.16
FUND TOTAL					1,021.16	1,021.16

11/29/2023 14:49
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

P 4
apcshdsb

FUND	DUE TO	DUE FR
0010 General Fund		425.12
1150 Juvenile Center		199.43
1480 Public Safety Tax Fund		29.21
1550 Solid Waste Collection Fund		26.10
5010 Equipment Rental & Revolving		192.62
5020 Central Services		148.68
9999 Treasurers Pooled Cash	1,021.16	
	-----	-----
TOTAL	1,021.16	1,021.16

** 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: 12/01/2023

Warrants # 251506-251579
Total of all Funds: \$813,499.94

EFT # 694-713
Transfers # 1384-1385
Total of all Funds: \$211,653.64

Commissioner _____

Commissioner _____

Commissioner _____

Date Signed _____

11/30/2023 13:38

Benton County

MCN

|A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO CHK DATE TYPE VENDOR NAME

INV DATE PO CHECK NET

251506 12/01/2023 PRD 100869 911 SUPPLY INC 286.90

11/08/2023 120123 911 SUPPLY INC 262.96

11/08/2023 120123 911 SUPPLY INC 131.48

11/08/2023 120123 911 SUPPLY INC 143.45

11/17/2023 120123 911 SUPPLY INC 131.48

11/17/2023 120123 911 SUPPLY INC 131.48

CHECK 251506 TOTAL: 1,087.75

251507 12/01/2023 PRD 101364 APOLLO MECHANICAL CONTRACTORS 11,190.15

11/20/2023 120123 11,190.15

CHECK 251507 TOTAL: 11,190.15

251508 12/01/2023 PRD 101377 ARAMARK CORRECTIONAL SVCS LLC 24,281.91

11/15/2023 120123 24,275.87

CHECK 251508 TOTAL: 48,557.78

251509 12/01/2023 PRD 101372 ARC OF TRI-CITIES, INC, THE 23,499.25

11/17/2023 120123 23,499.25

CHECK 251509 TOTAL: 23,499.25

251510 12/01/2023 PRD 101390 ARROW CONSTRUCTION SUPPLY, LLC 5,009.40

10/09/2023 120123 5,009.40

CHECK 251510 TOTAL: 5,009.40

251511 12/01/2023 PRD 101498 B C AUDITOR-KENNEWICK 613.50

11/21/2023 120123 613.50

CHECK 251511 TOTAL: 613.50

251512 12/01/2023 PRD 101557 B F COMMUNITY ACTION COMMITTEE 5,253.01

11/27/2023 120123 8,681.15

CHECK 251512 TOTAL: 13,934.16

251513 12/01/2023 PRD 101556 B F DOMESTIC VIOLENCE SERVICES 9,570.73

11/27/2023 120123

CHECK

1

|apcshdsb

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 2
apcshdsb

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

				INV DATE	PO	CHECK	NET
						CHECK 251513 TOTAL:	9,570.73
251514	12/01/2023	PRTD 101486	BEN FRANKLIN TRANSIT	11/20/2023		120123	1,827.50
			BEN FRANKLIN TRANSIT	11/20/2023		120123	1,025.00
						CHECK 251514 TOTAL:	2,852.50
251515	12/01/2023	PRTD 101675	BUILDERS' HARDWARE & SUPPLY CO, INC	11/16/2023		120123	424.65
						CHECK 251515 TOTAL:	424.65
251516	12/01/2023	PRTD 105830	CAPITOL PACIFIC REPORTING INC	07/27/2023		120123	1,496.06
						CHECK 251516 TOTAL:	1,496.06
251517	12/01/2023	PRTD 101548	CHILDREN'S DEVELOPMENTAL CNTR	11/17/2023		120123	23,200.00
						CHECK 251517 TOTAL:	23,200.00
251518	12/01/2023	PRTD 101814	CINTAS CORPORATION	11/21/2023		120123	186.76
			CINTAS CORPORATION	11/28/2023		120123	186.76
						CHECK 251518 TOTAL:	373.52
251519	12/01/2023	PRTD 101818	CITY OF KENNEWICK	11/20/2023		120123	349.94
			CITY OF KENNEWICK	11/20/2023		120123	392.50
			CITY OF KENNEWICK	11/20/2023		120123	733.72
						CHECK 251519 TOTAL:	1,476.16
251520	12/01/2023	PRTD 101821	CITY OF PROSSER	11/15/2023		120123	112,000.00
						CHECK 251520 TOTAL:	112,000.00
251521	12/01/2023	PRTD 104745	CLARY LONGVIEW LLC	11/15/2023		120123	31,274.04
			CLARY LONGVIEW LLC	11/15/2023		120123	31,274.04

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

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

	INV DATE	PO	CHECK	NET
	CHECK	251521	TOTAL:	62,548.08
251522 12/01/2023 PRD 101860 COLEMAN OIL COMPANY	11/15/2023		120123	899.03
COLEMAN OIL COMPANY	11/15/2023		120123	13.83
COLEMAN OIL COMPANY	11/15/2023		120123	148.25
COLEMAN OIL COMPANY	11/15/2023		120123	57.22
	CHECK	251522	TOTAL:	1,118.33
251523 12/01/2023 PRD 101911 COMPASS CAREER SOLUTIONS LLC	11/17/2023		120123	8,081.50
	CHECK	251523	TOTAL:	8,081.50
251524 12/01/2023 PRD 101918 CONNELL OIL INC	11/15/2023		120123	400.51
CONNELL OIL INC	11/14/2023		120123	279.66
	CHECK	251524	TOTAL:	680.17
251525 12/01/2023 PRD 101947 CORRECTIONAL INDUSTRIES	10/16/2023		120123	17,279.40
CORRECTIONAL INDUSTRIES	10/31/2023		120123	-1,860.00
	CHECK	251525	TOTAL:	15,419.40
251526 12/01/2023 PRD 101999 CRYSTAL SPRINGS	11/19/2023		120123	67.07
	CHECK	251526	TOTAL:	67.07
251527 12/01/2023 PRD 102064 DEPT OF NATURAL RESOURCES, FIN	11/01/2023		120123	1,000.00
DEPT OF NATURAL RESOURCES, FIN	11/01/2023		120123	1,000.00
	CHECK	251527	TOTAL:	2,000.00
251528 12/01/2023 PRD 102102 DIRECT AUTOMOTIVE DISTRIBUTING	11/14/2023		120123	173.25
DIRECT AUTOMOTIVE DISTRIBUTING	11/20/2023		120123	15.91
DIRECT AUTOMOTIVE DISTRIBUTING	11/20/2023		120123	25.01

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 4
apcshdsb

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

	INV DATE	PO	CHECK	NET
	CHECK	251528	TOTAL:	214.17
251529 12/01/2023 PRTD 102217 ENTRUST COMMUNITY SERVICES	11/17/2023		120123	26,899.50
	CHECK	251529	TOTAL:	26,899.50
251530 12/01/2023 PRTD 102218 ENVIROTECH SERVICES, INC	11/09/2023		120123	8,135.65
ENVIROTECH SERVICES, INC	11/09/2023		120123	8,126.41
ENVIROTECH SERVICES, INC	11/10/2023		120123	8,042.68
	CHECK	251530	TOTAL:	24,304.74
251531 12/01/2023 PRTD 102233 ESRI	10/24/2023		120123	26,823.91
	CHECK	251531	TOTAL:	26,823.91
251532 12/01/2023 PRTD 100977 EXPRESS EMPLOYMENT, PROFESSIONALS	11/08/2023		120123	973.44
	CHECK	251532	TOTAL:	973.44
251533 12/01/2023 PRTD 102260 F P MAILING SOLUTIONS	11/06/2023		120123	130.44
	CHECK	251533	TOTAL:	130.44
251534 12/01/2023 PRTD 102275 FASTSIGNS	11/01/2023		120123	1,398.09
FASTSIGNS	11/01/2023		120123	1,398.09
	CHECK	251534	TOTAL:	2,796.18
251535 12/01/2023 PRTD 102345 FOCAL POINT MARKETING, LLC	11/10/2023		120123	550.00
	CHECK	251535	TOTAL:	550.00
251536 12/01/2023 PRTD 102400 GALLS, LLC	11/07/2023		120123	362.62
GALLS, LLC	11/13/2023		120123	101.63
GALLS, LLC	11/13/2023		120123	369.81

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
						CHECK 251536 TOTAL:	834.06
251537	12/01/2023	PRTD	105915- GAMBER-JOHNSON-LLC	11/09/2023		120123	283.74
						CHECK 251537 TOTAL:	283.74
251538	12/01/2023	PRTD	102460 GOODWILL INDUSTRIES OF THE, COLUMBI	11/17/2023		120123	49,892.50
			GOODWILL INDUSTRIES OF THE, COLUMBI	11/27/2023		120123	2,251.20
						CHECK 251538 TOTAL:	52,143.70
251539	12/01/2023	PRTD	102474 GRAINGER	11/15/2023		120123	207.79
			GRAINGER	11/16/2023		120123	124.04
						CHECK 251539 TOTAL:	331.83
251540	12/01/2023	PRTD	102510 H D R ENGINEERING INC	11/09/2023		120123	3,675.96
						CHECK 251540 TOTAL:	3,675.96
251541	12/01/2023	PRTD	102743 IRON HORSE VAC, LLC	11/07/2023		120123	1,343.14
						CHECK 251541 TOTAL:	1,343.14
251542	12/01/2023	PRTD	102778 JIM'S PACIFIC GARAGES, INC	11/14/2023		120123	155.43
						CHECK 251542 TOTAL:	155.43
251543	12/01/2023	PRTD	102791 JOHNSON, FLOYD	11/27/2023		120123	35.86
						CHECK 251543 TOTAL:	35.86
251544	12/01/2023	PRTD	105514 JUB ENGINEERS INC	11/16/2023		120123	425.00
						CHECK 251544 TOTAL:	425.00
251545	12/01/2023	PRTD	104935 KBT DISTRIBUTING LLC	11/06/2023		120123	12,430.41
						CHECK 251545 TOTAL:	12,430.41

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 6
apcshdsb

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
251546	12/01/2023	PRTD	102826 KEEFE COMMISSARY NETWORK, LLC	11/03/2023		120123	19.81
			KEEFE COMMISSARY NETWORK, LLC	11/13/2023		120123	-9.82
			KEEFE COMMISSARY NETWORK, LLC	11/15/2023		120123	5,683.26
			KEEFE COMMISSARY NETWORK, LLC	11/15/2023		120123	-70.93
			KEEFE COMMISSARY NETWORK, LLC	11/15/2023		120123	-373.84
			KEEFE COMMISSARY NETWORK, LLC	11/20/2023		120123	-16.55
				CHECK	251546	TOTAL:	5,231.93
251547	12/01/2023	PRTD	105617 MACKAY & SPOSITO INC	10/31/2023		120123	3,390.00
				CHECK	251547	TOTAL:	3,390.00
251548	12/01/2023	PRTD	105885 MCGRATH HUMAN RESOURCES GROUP	11/15/2023		120123	8,000.00
				CHECK	251548	TOTAL:	8,000.00
251549	12/01/2023	PRTD	103131 MEIER ARCHITECTURE ENGINEERING	11/13/2023		120123	500.00
			MEIER ARCHITECTURE ENGINEERING	11/08/2023		120123	745.00
				CHECK	251549	TOTAL:	1,245.00
251550	12/01/2023	PRTD	103161 MIGHTY JOHNS PORTABLE TOILET , & S	11/20/2023		120123	62.50
				CHECK	251550	TOTAL:	62.50
251551	12/01/2023	PRTD	103216 MRJN ASSOCIATES LLC	11/17/2023		120123	2,784.00
				CHECK	251551	TOTAL:	2,784.00
251552	12/01/2023	PRTD	103222 MUNOZ, RENEE LYNN	11/27/2023		120123	82.50
				CHECK	251552	TOTAL:	82.50
251553	12/01/2023	PRTD	103315 NORTHWEST CONSTRUCTION SUPPLY	10/30/2023		120123	8,296.42

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 7
apcshdsb

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

INV DATE	PO	CHECK	NET
	CHECK	251553 TOTAL:	8,296.42
251554 12/01/2023	PRTD 103381	ONE WORLD TELECOMMUNICATIONS , INC	
11/15/2023		120123	5,670.85
	CHECK	251554 TOTAL:	5,670.85
251555 12/01/2023	PRTD 103419	OXFORD HOUSE INC	
11/27/2023		120123	1,291.10
	CHECK	251555 TOTAL:	1,291.10
251556 12/01/2023	PRTD 103447	OXFORD HOUSE PUTNAM	
11/17/2023		120123	425.00
		OXFORD HOUSE PUTNAM	
11/17/2023		120123	425.00
	CHECK	251556 TOTAL:	850.00
251557 12/01/2023	PRTD 103479	PALMER ROOFING COMPANY	
10/06/2023		120123	7,103.45
	CHECK	251557 TOTAL:	7,103.45
251558 12/01/2023	PRTD 103492	PARTNERS FOR EARLY LEARNING	
11/01/2023		120123	12,915.52
	CHECK	251558 TOTAL:	12,915.52
251559 12/01/2023	PRTD 103502	PASSWORD INC	
11/27/2023		120123	2,070.81
	CHECK	251559 TOTAL:	2,070.81
251560 12/01/2023	PRTD 100824	PPC SOLUTIONS INC	
10/31/2023		120123	56.54
	CHECK	251560 TOTAL:	56.54
251561 12/01/2023	PRTD 103613	PROCLAIM, INC	
11/13/2023		120123	780.00
	CHECK	251561 TOTAL:	780.00
251562 12/01/2023	PRTD 103735	RESPONDING TO AUTISM SERVICES , INC	
11/17/2023		120123	31,106.25
	CHECK	251562 TOTAL:	31,106.25

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 8
apcshdsb

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
251563	12/01/2023	PRTD	103755 RICOH USA, INC	11/03/2023		120123	195.28
			RICOH USA, INC	11/15/2023		120123	1,624.68
			RICOH USA, INC	09/27/2023		120123	977.54
				CHECK	251563	TOTAL:	2,797.50
251564	12/01/2023	PRTD	103833 SAFE HARBOR CRISIS NURSERY	11/27/2023		120123	4,200.00
			SAFE HARBOR CRISIS NURSERY	11/27/2023		120123	4,200.00
				CHECK	251564	TOTAL:	8,400.00
251565	12/01/2023	PRTD	104053 STERICYCLE, INC.	11/17/2023		120123	70.39
				CHECK	251565	TOTAL:	70.39
251566	12/01/2023	PRTD	105900 STEVEN J OATES	10/20/2023		120123	16,670.48
				CHECK	251566	TOTAL:	16,670.48
251567	12/01/2023	PRTD	105880 SUMURI	10/18/2023		120123	19,900.80
				CHECK	251567	TOTAL:	19,900.80
251568	12/01/2023	PRTD	105826 THE STAGE DEPOT	11/15/2023		120123	19,951.89
				CHECK	251568	TOTAL:	19,951.89
251569	12/01/2023	PRTD	104167 THURSTON COUNTY CLERK	11/01/2023		120123	1,400.00
				CHECK	251569	TOTAL:	1,400.00
251570	12/01/2023	PRTD	105910 TRANS UNION LLC	10/28/2023		120123	214.21
				CHECK	251570	TOTAL:	214.21
251571	12/01/2023	PRTD	104195 TRANSAMERICA LIFE INSURANCE CO	11/17/2023		120123	800.54
			TRANSAMERICA LIFE INSURANCE CO	11/17/2023		120123	1,249.63

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 10
apcshdsb

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

INV DATE PO CHECK NET

251579	12/01/2023	PRTD	105747	WINSUPPLY GREENVILLE NC CO	10/26/2023		120123	140.80
				WINSUPPLY GREENVILLE NC CO	11/03/2023		120123	192.31
					CHECK	251579	TOTAL:	333.11

NUMBER OF CHECKS 74 *** CASH ACCOUNT TOTAL *** 813,499.94

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	74	813,499.94

*** GRAND TOTAL *** 813,499.94

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 11
apcshdsb

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER	JNL	ACCOUNT	JNL	DESC	REF 1	REF 2	REF 3	ACCOUNT	DESC	T	OB	DEBIT	CREDIT
SRC	EFF	DATE	JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC				
2023	12	163											
APP	GF005000	-21340							Vouchers Payable			356,004.30	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	99900000	-11120							AP Check Claims Clearing				813,499.94
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	HS850000	-21340							Vouchers Payable			176,669.15	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	RD850000	-21340							Vouchers Payable			107,234.46	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	TO850000	-21340							Vouchers Payable			613.50	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	HH850000	-21340							Vouchers Payable			27,756.04	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	VA850000	-21340							Vouchers Payable			187.50	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	SW850000	-21340							Vouchers Payable			4,049.48	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	ER850000	-21340							Vouchers Payable			51,994.83	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	IT850000	-21340							Vouchers Payable			34,612.29	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	EL500000	-21340							Vouchers Payable			2,565.43	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	PS850000	-21340							Vouchers Payable			16,211.70	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	SD850000	-21340							Vouchers Payable			550.00	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	IB850000	-21340							Vouchers Payable			5,231.93	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	PD850000	-21340							Vouchers Payable			3,390.00	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	IM850000	-21340							Vouchers Payable			6,528.53	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
APP	CS850000	-21340							Vouchers Payable			19,900.80	
	12/01/2023	120123			120123				AP CASH DISBURSEMENTS JOURNAL				
GENERAL LEDGER TOTAL											813,499.94	813,499.94	
APP	99900000	-80010							Due To General Fund			356,004.30	
	12/01/2023	120123			120123								
APP	GF001000	-11110							Cash Equity				356,004.30
	12/01/2023	120123			120123								
APP	99900000	-81080							Due To Human Services			176,669.15	
	12/01/2023	120123			120123								
APP	HS810000	-11110							Cash Equity				176,669.15
	12/01/2023	120123			120123								
APP	99900000	-81010							Due To County Road			107,234.46	

11/30/2023 13:38
MCN

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

P 12
apcshdsb

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
APP RD810000-11110	12/01/2023	120123	120123			Cash Equity			107,234.46
APP 99900000-81120	12/01/2023	120123	120123			Due To Treasurers O & M		613.50	
APP T0810000-11110	12/01/2023	120123	120123			Cash Equity			613.50
APP 99900000-81540	12/01/2023	120123	120123			Due To Homeless Hsng & Assistrn		27,756.04	
APP HH810000-11110	12/01/2023	120123	120123			Cash Equity			27,756.04
APP 99900000-81040	12/01/2023	120123	120123			Due To Veterans Assistance Fnd		187.50	
APP VA810000-11110	12/01/2023	120123	120123			Cash Equity			187.50
APP 99900000-81550	12/01/2023	120123	120123			Due To Solid Waste Collection		4,049.48	
APP SW810000-11110	12/01/2023	120123	120123			Cash Equity			4,049.48
APP 99900000-85010	12/01/2023	120123	120123			Due To Equipment Rental & Rev		51,994.83	
APP ER810000-11110	12/01/2023	120123	120123			Cash Equity			51,994.83
APP 99900000-85020	12/01/2023	120123	120123			Due To Central Services		34,612.29	
APP IT810000-11110	12/01/2023	120123	120123			Cash Equity			34,612.29
APP 99900000-81110	12/01/2023	120123	120123			Due To Election Reserve		2,565.43	
APP EL100000-11110	12/01/2023	120123	120123			Cash Equity			2,565.43
APP 99900000-81480	12/01/2023	120123	120123			Due To Public Safety Tax Fund		16,211.70	
APP PS810000-11110	12/01/2023	120123	120123			Cash Equity			16,211.70
APP 99900000-81350	12/01/2023	120123	120123			Due To Sustainable Development		550.00	
APP SD810000-11110	12/01/2023	120123	120123			Cash Equity			550.00
APP 99900000-81160	12/01/2023	120123	120123			Due To Inmate Benevolence Fund		5,231.93	
APP IB810000-11110	12/01/2023	120123	120123			Cash Equity			5,231.93
APP 99900000-81100	12/01/2023	120123	120123			Due To Park Development		3,390.00	
APP PD810000-11110	12/01/2023	120123	120123			Cash Equity			3,390.00
APP 99900000-85040	12/01/2023	120123	120123			Due To Insurance Management		6,528.53	

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 13
apcshdsb

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	IM810000-11110		12/01/2023	120123	120123			Cash Equity			6,528.53
APP	99900000-81320		12/01/2023	120123	120123			Due To Central Services Replac		19,900.80	
APP	CS810000-11110		12/01/2023	120123	120123			Cash Equity			19,900.80
SYSTEM GENERATED ENTRIES TOTAL										813,499.94	813,499.94
JOURNAL 2023/12/163 TOTAL										1,626,999.88	1,626,999.88

11/30/2023 13:38
MCN

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

P 14
apcshdsb

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund GF001000-11110 GF005000-21340	2023 12	163	12/01/2023	Cash Equity Vouchers Payable	356,004.30	356,004.30
				FUND TOTAL	356,004.30	356,004.30
1010 County Road RD810000-11110 RD850000-21340	2023 12	163	12/01/2023	Cash Equity Vouchers Payable	107,234.46	107,234.46
				FUND TOTAL	107,234.46	107,234.46
1040 Veterans Assistance Fund VA810000-11110 VA850000-21340	2023 12	163	12/01/2023	Cash Equity Vouchers Payable	187.50	187.50
				FUND TOTAL	187.50	187.50
1080 Human Services HS810000-11110 HS850000-21340	2023 12	163	12/01/2023	Cash Equity Vouchers Payable	176,669.15	176,669.15
				FUND TOTAL	176,669.15	176,669.15
1100 Park Development PD810000-11110 PD850000-21340	2023 12	163	12/01/2023	Cash Equity Vouchers Payable	3,390.00	3,390.00
				FUND TOTAL	3,390.00	3,390.00
1110 Election Reserve EL100000-11110 EL500000-21340	2023 12	163	12/01/2023	Cash Equity Vouchers Payable	2,565.43	2,565.43
				FUND TOTAL	2,565.43	2,565.43
1120 Treasurers O & M TO810000-11110 TO850000-21340	2023 12	163	12/01/2023	Cash Equity Vouchers Payable	613.50	613.50
				FUND TOTAL	613.50	613.50
1160 Inmate Benevolence Fund IB810000-11110 IB850000-21340	2023 12	163	12/01/2023	Cash Equity Vouchers Payable	5,231.93	5,231.93
				FUND TOTAL	5,231.93	5,231.93
1320 Central Services Replacement	2023 12	163	12/01/2023			

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 15
apcshdsb

JOURNAL ENTRIES TO BE CREATED

FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
	CS810000-11110				Cash Equity		19,900.80
	CS850000-21340				Vouchers Payable	19,900.80	
FUND TOTAL						19,900.80	19,900.80
1350 Sustainable Development	SD810000-11110	2023 12	163	12/01/2023	Cash Equity		550.00
	SD850000-21340				Vouchers Payable	550.00	
FUND TOTAL						550.00	550.00
1480 Public Safety Tax Fund	PS810000-11110	2023 12	163	12/01/2023	Cash Equity		16,211.70
	PS850000-21340				Vouchers Payable	16,211.70	
FUND TOTAL						16,211.70	16,211.70
1540 Homeless Housing And Assistnce	HH810000-11110	2023 12	163	12/01/2023	Cash Equity		27,756.04
	HH850000-21340				Vouchers Payable	27,756.04	
FUND TOTAL						27,756.04	27,756.04
1550 Solid Waste Collection Fund	SW810000-11110	2023 12	163	12/01/2023	Cash Equity		4,049.48
	SW850000-21340				Vouchers Payable	4,049.48	
FUND TOTAL						4,049.48	4,049.48
5010 Equipment Rental & Revolving	ER810000-11110	2023 12	163	12/01/2023	Cash Equity		51,994.83
	ER850000-21340				Vouchers Payable	51,994.83	
FUND TOTAL						51,994.83	51,994.83
5020 Central Services	IT810000-11110	2023 12	163	12/01/2023	Cash Equity		34,612.29
	IT850000-21340				Vouchers Payable	34,612.29	
FUND TOTAL						34,612.29	34,612.29
5040 Insurance Management	IM810000-11110	2023 12	163	12/01/2023	Cash Equity		6,528.53
	IM850000-21340				Vouchers Payable	6,528.53	
FUND TOTAL						6,528.53	6,528.53
9999 Treasurers Pooled Cash	99900000-11120	2023 12	163	12/01/2023	AP Check Claims Clearing		813,499.94

11/30/2023 13:38
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

P 16
apcshdsb

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				ACCOUNT		
				99900000-80010	356,004.30	
				99900000-81010	107,234.46	
				99900000-81040	187.50	
				99900000-81080	176,669.15	
				99900000-81100	3,390.00	
				99900000-81110	2,565.43	
				99900000-81120	613.50	
				99900000-81160	5,231.93	
				99900000-81320	19,900.80	
				99900000-81350	550.00	
				99900000-81480	16,211.70	
				99900000-81540	27,756.04	
				99900000-81550	4,049.48	
				99900000-85010	51,994.83	
				99900000-85020	34,612.29	
				99900000-85040	6,528.53	
				FUND TOTAL	813,499.94	813,499.94

11/30/2023 13:38
MCN

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

P 17
apcshdsb

FUND	DUE TO	DUE FR
0010 General Fund		356,004.30
1010 County Road		107,234.46
1040 Veterans Assistance Fund		187.50
1080 Human Services		176,669.15
1100 Park Development		3,390.00
1110 Election Reserve		2,565.43
1120 Treasurers O & M		613.50
1160 Inmate Benevolence Fund		5,231.93
1320 Central Services Replacement		19,900.80
1350 Sustainable Development		550.00
1480 Public Safety Tax Fund		16,211.70
1540 Homeless Housing And Assistnce		27,756.04
1550 Solid Waste Collection Fund		4,049.48
5010 Equipment Rental & Revolving		51,994.83
5020 Central Services		34,612.29
5040 Insurance Management		6,528.53
9999 Treasurers Pooled Cash		
	813,499.94	
	-----	-----
TOTAL	813,499.94	813,499.94

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

11/30/2023 14:06
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Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 1
apcshdsb

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

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INV DATE	PO	CHECK	NET
694	12/01/2023	EFT	100088 AJAX LAW FIRM	11/30/2023		120123E	11,400.00
					CHECK	694 TOTAL:	11,400.00
695	12/01/2023	EFT	101581 BETANCOURT LAW, PLLC	11/30/2023		120123E	12,116.67
					CHECK	695 TOTAL:	12,116.67
696	12/01/2023	EFT	101721 CANO LAW, PLLC	11/30/2023		120123E	7,300.00
					CHECK	696 TOTAL:	7,300.00
697	12/01/2023	EFT	101729 CARLSON, HEATHER M	11/30/2023		120123E	11,400.00
					CHECK	697 TOTAL:	11,400.00
698	12/01/2023	EFT	105868 ELLERD, HULTGRENN, & DAHLHAUSER LLP	11/30/2023		120123E	9,952.44
					CHECK	698 TOTAL:	9,952.44
699	12/01/2023	EFT	105600 FELSTED LAW FIRM LLC	11/30/2023		120123E	11,400.00
					CHECK	699 TOTAL:	11,400.00
700	12/01/2023	EFT	105755 FORTITUDE LAW PLLC	11/30/2023		120123E	12,666.67
					CHECK	700 TOTAL:	12,666.67
701	12/01/2023	EFT	102394 H CHANG LAW OFFICE PLLC	11/30/2023		120123E	2,391.40
					CHECK	701 TOTAL:	2,391.40
702	12/01/2023	EFT	102595 HICKMAN LAW, PLLC	11/30/2023		120123E	6,500.00
					CHECK	702 TOTAL:	6,500.00
703	12/01/2023	EFT	105573 HILDE LAW OFFICE	11/30/2023		120123E	12,666.67
					CHECK	703 TOTAL:	12,666.67

11/30/2023 14:06 MCN | Benton County
 | A/P CASH DISBURSEMENTS JOURNAL

| P 2
 | apcshdsb

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

INV DATE	PO	CHECK	NET
11/30/2023		120123E	7,300.00
	CHECK	704 TOTAL:	7,300.00
11/30/2023		120123E	12,666.67
	CHECK	705 TOTAL:	12,666.67
11/30/2023		120123E	12,116.67
	CHECK	706 TOTAL:	12,116.67
11/30/2023		120123E	12,666.67
	CHECK	707 TOTAL:	12,666.67
11/30/2023		120123E	12,666.67
	CHECK	708 TOTAL:	12,666.67
11/30/2023		120123E	11,400.00
	CHECK	709 TOTAL:	11,400.00
11/30/2023		120123E	7,300.00
	CHECK	710 TOTAL:	7,300.00
11/30/2023		120123E	2,200.00
	CHECK	711 TOTAL:	2,200.00
11/30/2023		120123E	3,600.00
	CHECK	712 TOTAL:	3,600.00
11/30/2023		120123E	4,000.00
	CHECK	713 TOTAL:	4,000.00

11/30/2023 14:06
MCN

Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 3
apcshdsb

NUMBER OF CHECKS 20 *** CASH ACCOUNT TOTAL *** 183,710.53

	COUNT	AMOUNT
TOTAL EFT'S	20	183,710.53

*** GRAND TOTAL *** 183,710.53

11/30/2023 14:06
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Benton County
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 4
apcshdsb

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 12	165								
APP GF005000-21340	12/01/2023	120123E	120123			Vouchers Payable		175,010.53	
APP 99900000-11121	12/01/2023	120123E	120123			AP CASH DISBURSEMENTS JOURNAL AP Wire Clearing			183,710.53
APP BHF85000-21340	12/01/2023	120123E	120123			Vouchers Payable		6,500.00	
APP PS850000-21340	12/01/2023	120123E	120123			AP CASH DISBURSEMENTS JOURNAL Vouchers Payable		2,200.00	
						GENERAL LEDGER TOTAL		183,710.53	183,710.53
APP 99900000-80010	12/01/2023	120123E	120123			Due To General Fund		175,010.53	
APP GF001000-11110	12/01/2023	120123E	120123			Cash Equity			175,010.53
APP 99900000-81600	12/01/2023	120123E	120123			Due To Behavioral Health		6,500.00	
APP BHF81000-11110	12/01/2023	120123E	120123			Cash Equity			6,500.00
APP 99900000-81480	12/01/2023	120123E	120123			Due To Public Safety Tax Fund		2,200.00	
APP PS810000-11110	12/01/2023	120123E	120123			Cash Equity			2,200.00
						SYSTEM GENERATED ENTRIES TOTAL		183,710.53	183,710.53
						JOURNAL 2023/12/165 TOTAL		367,421.06	367,421.06

11/30/2023 14:06
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Benton County
A/P CASH DISBURSEMENTS JOURNAL

P 5
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 12	165	12/01/2023	Cash Equity Vouchers Payable	175,010.53	175,010.53
FUND TOTAL					175,010.53	175,010.53
1480 Public Safety Tax Fund PS810000-11110 PS850000-21340	2023 12	165	12/01/2023	Cash Equity Vouchers Payable	2,200.00	2,200.00
FUND TOTAL					2,200.00	2,200.00
1600 Behavioral Health BHF81000-11110 BHF85000-21340	2023 12	165	12/01/2023	Cash Equity Vouchers Payable	6,500.00	6,500.00
FUND TOTAL					6,500.00	6,500.00
9999 Treasurers Pooled Cash 99900000-11121 99900000-80010 99900000-81480 99900000-81600	2023 12	165	12/01/2023	AP Wire Clearing Due To General Fund Due To Public Safety Tax Fund Due To Behavioral Health	175,010.53 2,200.00 6,500.00	183,710.53
FUND TOTAL					183,710.53	183,710.53

11/30/2023 14:06
MCN

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

P 6
apcshdsb

FUND	DUE TO	DUE FR
0010 General Fund		175,010.53
1480 Public Safety Tax Fund		2,200.00
1600 Behavioral Health		6,500.00
9999 Treasurers Pooled Cash	183,710.53	
	-----	-----
TOTAL	183,710.53	183,710.53

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11/30/2023 13:51 | 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

1384 12/01/2023 WIRE 101529 B C WORKMANS COMP 11/23/2023 27,763.16

CHECK 1384 TOTAL: 27,763.16

1385 12/01/2023 WIRE 101046 B C MEALS 11/20/2023 179.95

CHECK 1385 TOTAL: 179.95

NUMBER OF CHECKS 2 *** CASH ACCOUNT TOTAL *** 27,943.11

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	2	27,943.11

*** GRAND TOTAL *** 27,943.11

11/30/2023 13:51
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Benton County
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	12	164									
APP	WC850000-21340		12/01/2023	CASH DISB	120123			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL		27,763.16	
APP	99900000-11100		12/01/2023	CASH DISB	120123			Main Checking AP CASH DISBURSEMENTS JOURNAL			27,943.11
APP	BHF85000-21340		12/01/2023	CASH DISB	120123			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL		179.95	
GENERAL LEDGER TOTAL										27,943.11	27,943.11
APP	99900000-85030		12/01/2023	CASH DISB	120123			Due To Workmens Compensation		27,763.16	
APP	WC810000-11110		12/01/2023	CASH DISB	120123			Cash Equity			27,763.16
APP	99900000-81600		12/01/2023	CASH DISB	120123			Due To Behavioral Health		179.95	
APP	BHF81000-11110		12/01/2023	CASH DISB	120123			Cash Equity			179.95
SYSTEM GENERATED ENTRIES TOTAL										27,943.11	27,943.11
JOURNAL 2023/12/164 TOTAL										55,886.22	55,886.22

11/30/2023 13:51
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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
1600	Behavioral Health BHF81000-11110 BHF85000-21340	2023 12	164	12/01/2023	Cash Equity Vouchers Payable	179.95	179.95
FUND TOTAL						179.95	179.95
5030	Workmens Compensation WC810000-11110 WC850000-21340	2023 12	164	12/01/2023	Cash Equity Vouchers Payable	27,763.16	27,763.16
FUND TOTAL						27,763.16	27,763.16
9999	Treasurers Pooled Cash 99900000-11100 99900000-81600 99900000-85030	2023 12	164	12/01/2023	Main Checking Due To Behavioral Health Due To Workmens Compensation	179.95 27,763.16	27,943.11
FUND TOTAL						27,943.11	27,943.11

11/30/2023 13:51
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Benton County
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 4
apcshdsb

FUND	DUE TO	DUE FR
1600 Behavioral Health		179.95
5030 Workmens Compensation		27,763.16
9999 Treasurers Pooled Cash	27,943.11	
	-----	-----
TOTAL	27,943.11	27,943.11

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023	
Subject:	Executing a Print Partnership Agreement Between Northwest Offset Printing and Benton County for Printing of Local Voters' Pamphlets	
Presenter:		
Prepared By:	Lorene Roe	
Reviewed By:	Brenda Chilton	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Benton County wishes to enter into an agreement with Northwest Offset Printing for the printing of local Voters' Pamphlets as required by RCW 29A.32.210 before any primary, general, or special election. This agreement would be an initial term of two years beginning 1/1/24. Upon completion of the two years, the parties may mutually agree in writing to extend the term of the agreement in one-year intervals. Charges incurred will be allocated to the districts who have items on the applicable election.

Fiscal Impact

Pricing:

20 page \$4,579.95

48 page \$8,294.02

56 page \$10,510.92

plus any artwork charge, postage, and tax;

Recommendation

The Auditor recommends that the Board of Commissioners authorize the Chairman to sign the resolution and agreement between Benton County and Northwest Offset Printing for the printing of local Voters' Pamphlets.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PRINT PARTNERSHIP AGREEMENT WITH COWLES PUBLISHING COMPANY (DBA NORTHWEST OFFSET PRINTING (“NWOP”)) FOR PRINTING OF LOCAL VOTERS’ PAMPHLETS

WHEREAS, pursuant to RCW 29A.32.210, before any primary, general, or special election each county auditor shall print and distribute a local voters’ pamphlet; and

WHEREAS, pursuant to RCW 36.32.245(4) competitive bidding requirements do not apply to contracts and purchases for the printing of election ballots, voting machine labels, and all other election material containing the names of candidates and ballot titles; and

WHEREAS, the Auditor’s Office, Election Division staff, solicited and reviewed proposals and qualifications from multiple print vendors and determined Cowles Publishing Company (dba Northwest Offset Printing (“NWOP”)) best meets the needs for printing and distribution of the local voters’ pamphlets, including in-state printing as required by RCW 43.19.748; and

WHEREAS, the Auditor recommends executing the Print Partnership Agreement with Cowles Publishing Company (dba Northwest Offset Printing (“NWOP”)) for printing of local voters’ pamphlets; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Auditor and authorizes the Chairman or Chairman Pro-Tem to sign the Print Partnership Agreement with Cowles Publishing Company (dba Northwest Offset Printing (“NWOP”)) for printing of local voters’ pamphlets with the following pricing:

Pricing:	
20 page	\$4,579.95
48 page	\$8,294.02
56 page	\$10,510.92

plus any artwork charge, postage, and tax; and

BE IT FURTHER RESOLVED, that term of the Agreement shall be for a two year period commencing 01/01/2024 and ending 12/31/2025; and

BE IT FURTHER RESOLVED, that pursuant to the Agreement, the parties may mutually agree in writing to extend the term of the agreement in one-year intervals, and the Auditor is authorized to extend the term, in writing, as set forth in the Agreement without further approval of the Board of County Commissioners.

Dated this ____ day of _____, 2023.

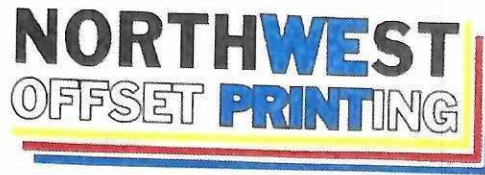
Chairman of the Board

Chairman Pro-Tem

Commissioner

Attest:
Clerk of the Board

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



Benton County Auditor ("County") and Cowles Publishing Company dba
Northwest Offset Printing ("NWOP") - Print Partnership Agreement

CONFIDENTIAL

November 20, 2023

Benton County
Amanda Hatfield, Elections Manager
2618 N. Columbia Center Blvd.
Richland, WA 99352
(509) 737-3931

amanda.hatfield@co.benton.wa.us

Quoting Specifications (addendum to attached quote):

- 1) **Term:** The initial term shall be for two (2) years beginning 1/1/24 and ending 12/31/25. Thereafter, the parties may mutually agree in writing to extend the term of the agreement in one (1) year intervals.
- 2) **Possible print events:**
 - a. Special Election - February 2024,
 - b. Special Election - April 2024,
 - c. Special Election - February 2025, and
 - d. Special Election - April 2025.
- 3) **Guaranteed print events:**
 - a. Primary Election - August 2024, and
 - b. Primary Election - August 2025, if a primary election is held.
- 4) County shall give NWOP thirty (30) days' advanced notice prior to the date that NWOP is expected to print and deliver the products for the above-referenced printing events.
- 5) **Terms & Conditions:** (attached)
- 6) Per RCW 43.19.748, all printing work must be done within the State of Washington.
- 7) Prices are in effect for two years beginning 1/1/2024, unless consumables increase above 5%. In such event, NWOP will notify Benton County in writing and in advance of the proposed adjusted pricing.

- 8) **Assignment:** Neither party may assign this Agreement without the express written consent of the other.
- 9) **Termination:** County may terminate this Agreement in whole or in part if the County determines in its sole discretion that such termination is in the best interests of the County by giving thirty (30) days written notice by certified mail to NWOP. In the event funding for this project is terminated, the County may also terminate this Agreement upon a date specified by County in a written notice to NWOP. If NWOP breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by County, County may terminate this Agreement immediately upon written notice to NWOP. Upon such termination, the County, at its discretion, may obtain performance of the Work elsewhere. Reference paragraph #13 in Terms & Conditions.
- 10) **Confidentiality:** NWOP and its employees, subcontractors, and subcontractor's employees shall maintain the confidentiality of all information provided by County in performance of this Agreement, except upon the prior written consent of County or pursuant to an order entered by a court of competent jurisdiction. NWOP shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.
- 11) **Contract Documents:** This Agreement consists of this Print Partnership Agreement, the Quoting Specifications attached hereto, and the revised Terms and Conditions attached hereto. In the event of a conflict within the documents, the above order shall establish precedence of the documents.

 Chairman, or Chairman Pro-Tem
 Benton County Board of Commissioners

DATE




 George Gianopoulos

11-27-23

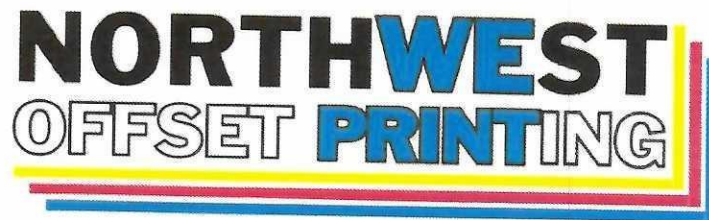
 NW Offset Commercial Print Sales & Marketing Manager

DATE

Approved as to Form :



 LeeAnn Holt, Deputy
 Benton County Prosecutor



Benton County Auditor

Date: November 16, 2023
Attention: Grace Davidson
Publication: Voters' Pamphlet
Email: grace.davidson@co.benton.wa.us
Phone: 509-736-3085 ext. 5649
Frequency: As needed

Quoting Specifications

Quantity: 80M
Finished Size: 8.25 x 10.375"
Paper: 27.7# newsprint
Page Count: See below
Color: K/K coldset
Prepress: High quality, print ready PDF provided*
Bindery: In-line glue, mail preparation using customer provided distribution list, postal drop at Spokane BMEU
Other: Estimate does not include artwork charges, postage or tax.

Pricing:

20 page \$4,579.95
48 page \$8,294.02
56 page \$10,510.92

Mail Preparation (not included above): **\$35.00/M**
Freight to 99352 (not included above): **\$150.00** (customer copies)

Please call if you have any questions concerning this quote.
George Gianopoulos: (970) 227-6178

** \$27.50/hour will be assessed for artwork not provided to specifications. If NWOP employees are required to work overtime to complete the order due to a delay caused by the customer's failure to timely provide information, materials, or payment, then additional charges to cover the reasonable expense of such overtime costs may apply. **Paper restocking fees will apply for any special order paper on cancelled jobs. Current wait time for paper is 3 months. Order acknowledgement required to confirm paper availability and production time. All postage/freight is estimated. Estimate valid for 30 days. 1st payment due upon receipt of goods, Net 30 for balance (unless otherwise stated).*

TERMS AND CONDITIONS

1. **Scope of Agreement.** Northwest Offset Printing (“Printer”) will perform the work described in the Specifications Schedule at the prices agreed in the Price Schedule negotiated with the requesting party (“Customer”) as defined in the finalized written quotation approved and signed by Customer.
2. **Payment Terms.** Customer will pay the net amount of each invoice within thirty (30) days of the date of invoice, unless otherwise established by Printer in writing on the face of the quotation or elsewhere, without making any deductions or setoffs. Customer will pay interest on overdue accounts from the thirty-first day at the rate of 1.5% per month (18% per year) or prime plus 1.5%; or the maximum rate allowed by law. The event of charging interest does not constitute extension of credit beyond the thirty-first (31st) day. As security for payment of any sum due or to become due under the terms of any agreements, Printer shall have the right to retain possession of and shall have a lien on all Customer property in Printer’s possession including work in process and finished work. The extension of credit or acceptance of notes, trade acceptances, or guarantees of payment shall not affect such security interest and lien. Customer represents that Customer is solvent and capable of meeting its debts as they come due and acknowledges that Printer has relied upon this representation in performing work for Customer on credit. Customer remakes this representation upon every new order for work.
3. **Production Schedule.** Customer shall furnish all copy specifications, artwork, proofs, and other items according to the Production Schedule agreed upon by the Customer and Printer. Customer shall accept any delays caused by Customer’s failure to meet agreed schedules and will pay applicable charges resulting from such delays, including but not limited to overtime. Customer shall accept work completed according to proofs, which have been reviewed and approved by Customer. Printer shall not be liable for errors in work done according to proofs reviewed and approved by Customer, Customer’s failure to order proofs, Customer’s refusal to approve or return proofs, or Customer’s instructions to proceed without submission of proofs.
4. **Price.** If paper is to be supplied by Printer, orders are subject to the availability and price of paper. Customer recognizes that the prices are exclusive of storage charges and sales and other taxes. Any taxes imposed on Printer by federal, state, or local taxing authorities shall be added to the price paid by Customer.
5. **Customer Furnished Material.** In the event that Customer furnishes paper and other materials, such items must conform to all of Printer’s applicable standards. Printer’s prices assume that any artwork, color separations, special dies and other items supplied by the Customer will meet Printer’s standards and be capable of immediate use without alteration or repair. Customer shall pay for all additional cost incurred by

Printer and accept any adverse impact on the quality of the work due to materials supplied by the Customer failing to meet Printer's standards including, but not limited to, delays, corrections and impaired, altered, reduced or inefficient production or the necessity to replace materials supplied by Customer.

6. Production Variance. Customer will accept and pay for quantities up to five percent (5%) up to the first 10,000 quantity ordered, up to two and one-half percent (2.5%) between 10,001 and 100,000 quantities ordered, up to one percent (1%) between 100,001 and 500,000 quantities ordered, and up to one-half percent (.5%) over 500,000 quantities ordered less than or greater than quantity ordered unless otherwise specified in writing.

7. Customer's Responsibility for Subject Matter. Customer warrants that any copy, artwork, proofs, labels, packaging materials or other items furnished by the Customer do not infringe upon any rights of others, including but not limited to copyrights, rights in trademarks or trade names or rights in trade secrets, are not libelous, or scandalous, do not invade any person's right to privacy or other personal rights, and the disclosure or reproduction of any such item does not violate any applicable law, regulation or ordinance. Customer indemnifies and shall hold Printer harmless from all claims, damages, cost, and expense, including attorney's fees and expenses, arising out of any breach of this warranty.

8. Printer's Express Warranty. Printer warrants that the work shall meet the requirements set forth in the Specifications Schedule and shall meet acceptable standards of the printing industry. Customer accepts reasonable variation of color, ink, paper and other variations between the proof and production process. Printer **DISCLAIMS ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE REGARDLESS OF ANY KNOWLEDGE OF PRINTER OF THE INTENDED USE OF THE WORK.**

9. Title to Artwork/Plates. Printer shall convey to Customer all ownership rights in artwork, drawings, sketches, dummies, film, and separations created or furnished by Printer upon completion of the work and payment in full of all amounts due to Printer from Customer on all jobs outstanding. Printing plates shall be and remain the sole property of Printer regardless of any payments made.

10. Delivery. Unless otherwise specified, the price quoted is F.O.B. Printer's plant. Proposals shall be based on one single continuous and uninterrupted delivery of complete order. Charges related to delivery from Customer to Printer, or from Customer's supplier to Printer shall not be included in any quotations unless specified. Materials delivered from Customer or Customer's suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets shall not be verified and Printer shall not accept liability for shortages based on supplier's tickets. Title for finished work shall pass to Customer upon delivery to the carrier. Transportation expenses shall be paid by Customer unless otherwise specified in writing.

11. Force Majeure. Printer shall not be liable to pay Customer for any damages that result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of Printer, including but not limited to, acts of nature, fire explosion, flood, war, act or regulation of government, accident, labor trouble, strike, or shortage, inability to obtain material, equipment, containers, or

transportation at commercially reasonable prices. If any such event affects less than the total quantity of product ordered by Customer, the affected quantities shall be eliminated from the contract without liability to Printer and the agreement shall remain otherwise unaffected.

12. Claims – Limitation of Remedies. Customer waives all claims against Printer for defective work, erroneous charges, shortages, and other claims unless Customer makes such claims in writing within forty-five (45) days of delivery or the date Printer advises Customer the work is ready for shipment, whichever is earlier.

13. Exclusive Remedy. Customer's sole and exclusive remedy for Printer's negligence, breach, or any other claim arising out of or connected with this Agreement shall be the return of the selling price paid for that portion of the work which is non-conforming. In no event shall Printer be liable for incidental, special, indirect, punitive, or consequential damages.

14. Cancellation. In the event of order cancellation greater than five (5) business days prior scheduled press date, Customer shall be responsible for the entire amount related to materials and outside work purchased or ordered for the job. Customer shall also be charged for the press time, bindery hours, plate room hours, etc., that have been scheduled for the order if the order is cancelled within five (5) business days of scheduled press date, in which case Customer shall be responsible for the entire order price.

15. Applicable Terms. Notwithstanding any different or additional terms that may be contained in any purchase order of the Customer to which Printer objects, Printer's agreement to perform the work is expressly conditional upon the Customer's assent to the terms and conditions contained in this Agreement. Customer accepts the terms and conditions of this Agreement by accepting the work which may be shipped or by failing to object to these terms and conditions within fifteen (15) days of the date of this Agreement.

16. Assignment. The Printer and the Customer may not assign this Agreement without the other's prior written consent.

17. Terms – Modification. The terms and conditions of this Agreement and the related schedules shall constitute the entire agreement of Customer and Printer relating to the work to be performed under this Agreement and shall supercede all previous discussions, negotiations, and agreements of the parties and their respective agents and employees. No modification or amendment shall be binding on Printer unless identified as a modification or amendment of this Agreement and signed by an Officer of Printer. Utilization of, reference to or acceptance of Customer's purchase order or purchase order number shall not constitute a modification of this Agreement.

18. Waiver. Waiver of any default of Customer by Printer shall not be a waiver of any other default or future default.

19. Applicable Law. The laws of the state where the goods are principally manufactured by the Printer shall apply to the interpretation and enforcement of this Agreement.

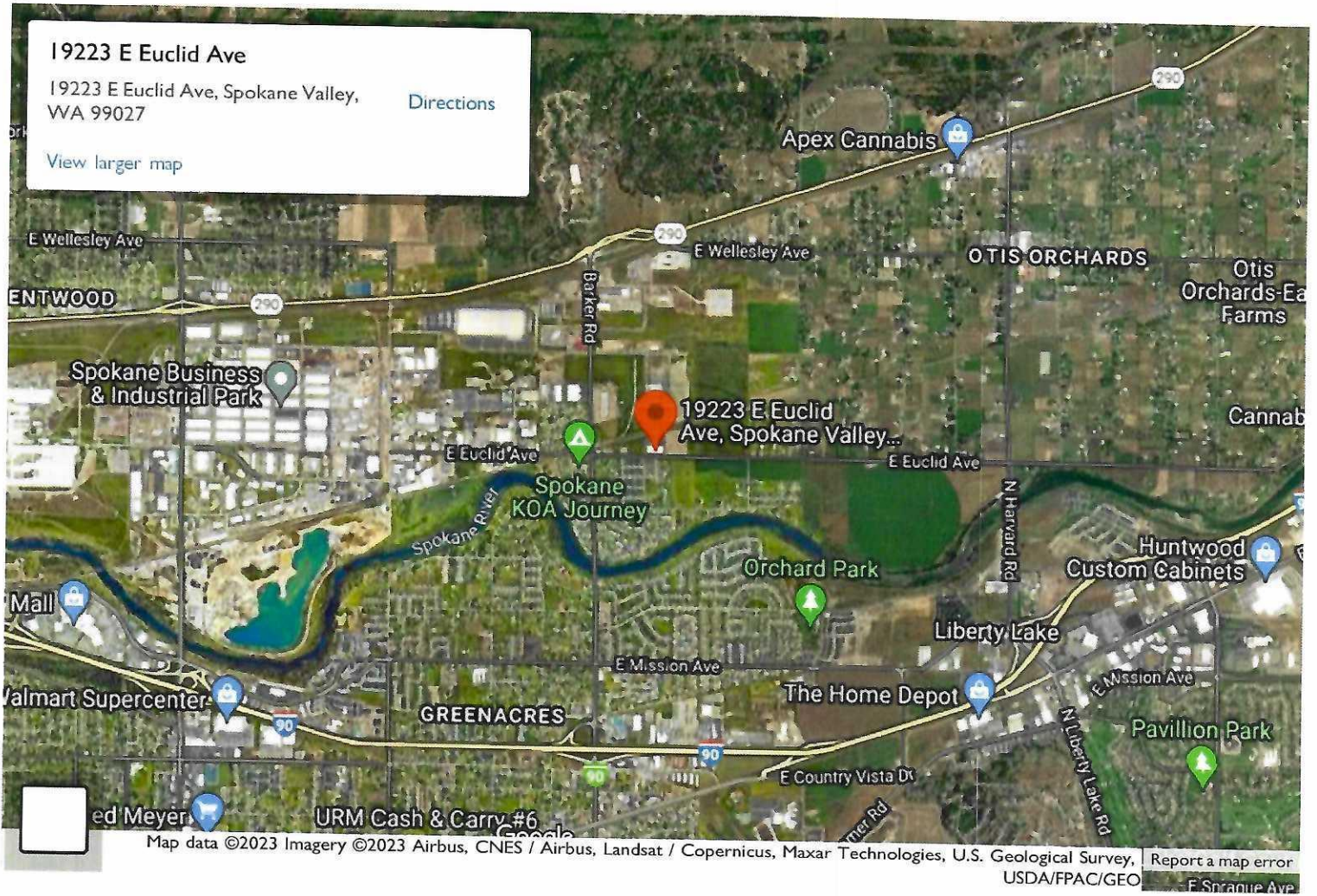
20. Severance. If any Court shall rule that any terms or conditions of this Agreement are unenforceable, invalid, or contrary to public policy, such terms shall be deemed to be removed from this Agreement by the mutual consent of the parties and all other terms and conditions shall remain in full force and effect.

21. Enforcement. The Printer and the customer are responsible for paying their own respective expenses, including legal fees, negotiations, counseling, and court costs, arising out of any disputes relating to the enforcement of the terms of this agreement, whether or not actual legal proceedings result.

22. Cumulative Remedies. All remedies of Printer hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy.

23. Notices. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail, return receipt requested, to such party at the address specified in this document, or at such other address specified by like notice by either party to the other.





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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/12/2023
Subject:	Approval of Autopsy Services Agreement with Forensic Pathology Staffing
Presenter:	
Prepared By:	William Leach
Reviewed By:	William Leach
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

The Benton County Coroner's Office uses contract forensic pathologists to perform autopsies. The Benton County Coroner's Office has been using Pacific Northwest Forensic Pathology, PLLC, for autopsy services. Due to potential scheduling concerns with Pacific Northwest Forensic Pathology, PLLC, and the additional cost for traveling to Thurston County, WA, where the autopsies are conducted, the Benton County Coroner's Office has arranged for Forensic Pathology Staffing to provide Forensic Pathologists to conduct autopsies at the Benton County Coroner's Office

Fiscal Impact

No impact to the budget since this will use existing funds designated for autopsy services.

Recommendation

Pass resolution and sign agreement

Suggested Motion

Move to approve an Autopsy Services Agreement with Forensic Pathology Staffing

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF AN AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND FORENSIC PATHOLOGY STAFFING FOR FORENSIC PATHOLOGY SERVICES

WHEREAS, the Benton County Coroner's Office has utilized a contracted forensic pathologist for autopsy services when an autopsy is needed in Benton County; and

WHEREAS, the Benton County Coroner's Office has been using the Pacific Northwest Forensic Pathology, PLLC, for autopsy services. Due to potential scheduling concerns with Pacific Northwest Forensic Pathology, PLLC, and the additional cost for traveling to Thurston County, Washington, where the autopsies are conducted, the Benton County Coroner's Office has arranged for additional resources to conduct autopsies at the Benton County Coroner's Office; and

WHEREAS, the Benton County Coroner has made arrangements with Forensic Pathology Staffing to supply forensic pathologists to conduct autopsies on behalf of the Benton County Coroner, at rates of \$2150.00, for a regular full autopsy, and \$3150.00, for infant autopsies, full investigative homicide autopsies and other complex autopsies, which will be conducted in Benton County; and

WHEREAS, the Benton County Coroner knows Forensic Pathology Staffing will provide experienced and professional forensic pathologists and is being utilized by other County Coroner and Medical Examiner Offices across the State, and thus recommends the Benton County Commissioners enter into an Agreement of Services for said services; **NOW THEREFORE**,

BE IT RESOLVED the Board of County Commissioners, Benton County, Washington hereby agrees to enter into an Agreement of Services with Forensic Pathology Staffing, to provide forensic pathologists for forensic pathology services for the Benton County Coroner's Office at rates of \$2150.00, for a regular full autopsy, and \$3150.00, for infant autopsies, full investigative homicide autopsies and other complex autopsies, which will be conducted at the Benton County Coroner's Office; and

BE IT FURTHER RESOLVED the Board of County Commissioners is hereby authorized to sign the attached Agreement; and

BE IT FURTHER RESOLVED that this shall be effective December 12th, 2023 and will terminate upon the request of either party.

Dated this _____ day of _____, 2023

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Copy: Coroner

By: William Leach

Agreement of Services

This Agreement for Services (“Agreement”) is made and entered into by and between Benton County, a political subdivision of the state of Washington, with its principal office at 620 Market Street, Prosser, WA 99350 (hereinafter, “County”) and Forensic Pathology Staffing (FPS), with its principal office at 4001 South Decatur Blvd., Suite 37-227, Las Vegas, NV 89103. This Agreement is made effective on the date set forth below.

FPS is a national consulting firm specializing in providing skilled medical contractors who can perform autopsies, external examinations, autopsy assistant duties, and consultation on all aspects in the Medical Examiner and Coroner Systems. County does not currently have a staff forensic pathologist/medical examiner. By this Agreement, FPS intends to present to County qualified candidates capable of performing the work specified herein.

1. Business Relationship

- a. **Intent of Relationship:** The parties’ intention is to create an independent contractor relationship between County and FPS as to the provision of specific work duties, including but not limited to, forensic autopsies and external examinations. FPS shall at all times be deemed an independent contractor and not an employee of County. Nothing in this Agreement shall be construed to create a principal-agent, employer-employee, master-servant, partnership, or joint venture relationship.
- b. **Forensic Pathologists / Consultants as Independent Contractors:** County and Contractor agree that any M.D., D.O., Medicolegal Death Investigator, autopsy technician/assistant, or consultant of any kind presented to County shall be a contractor of FPS and not County. The parties further agree that FPS shall be solely responsible for all payments owing to any contractors FPS retains to provide services for County. Contractors FPS retains as provided herein shall have the sole authority to make all medical, healthcare, and clinical decisions or actions as necessary to carry out their scope of work under this Agreement.
- c. FPS agrees and acknowledges that it shall be solely responsible for payment of all taxes, insurance, and licensing fees, if any, required by the state of Washington for the work provided herein.

2. Specific Work Duties & Expectations

- a. **FPS responsibilities:** FPS agrees to present to County for approval board-certified forensic pathologists, board-certified neuropathologists, certified pathology assistants, certified Medicolegal Death Investigators, trained Autopsy Technicians, and experienced consultants to perform the work duties in this Agreement. FPS will present a *curriculum vitae* for each candidate, along with their national certification or proof of licensure in good standing, when applicable, and each candidate shall be legally able to perform the work duties set forth herein in the state of Washington.
- b. **Client responsibilities:** County agrees to provide FPS contractors with all the necessary tools, space, equipment, information, and appropriate time to perform the expected work duties. County further agrees to regard all FPS contractors as professionals and hold them to the same level of professionalism and standards of care as they would of their own employees. County agrees to reimburse FPS for all services rendered in accordance with **Exhibit A**.
- c. **Accepting Placement:** County ultimately determines whether a candidate FPS presents is capable of performing the desired work duties. County agrees to present a staff member who can accurately make this determination, either through phone call or video conference, prior to the first day of rendering services. County is not required, nor mandated, to accept any FPS contractor for services.

3. Liabilities Coverage, Indemnity, & Hold Harmless

- a. While an FPS contractor is rendering services to County, FPS shall maintain medical malpractice professional liability coverage with limits of \$1,000,000 per claim and \$3,000,000 aggregate per calendar year. Said insurance shall be in place prior to commencing any work provided herein and be insured by an insurance carrier with a Best's rating of not less than A-VII. County agrees to notify FPS of any actions that have the potential to result in a malpractice claim/lawsuit. This section, 3a., survives termination of this Agreement. Said insurance shall not exclude hazards related to the work rendered as part of this Agreement or within the scope of FPS's services as specified herein. If the policy is claims-made, the retroactive date shall be prior to the or coincident with the effective date of this Agreement. The claims-made policy shall contain a tail provision for 36 months after termination of this Agreement.
- b. FPS must, if applicable, maintain workers compensation insurance as required by

the state of Washington prior to the start of work under this Agreement. Excepts as prohibited by law, FPS waives all rights of subrogation against County for recovery of damages to the extent they are covered by workers compensation insurance. If FPS is required to comply with Chapter 51, RCW, FPS shall indemnify County for any fines or payment of benefits to qualified employees, their heirs, or their legal representatives incurred and paid by County. Any such amounts paid by County may be deducted from any payments owed by County to FPS under this Agreement. If applicable, FPS must also maintain Stop Gap Employer's Liability Insurance Coverage in the amount of \$1,000,000 per injury, disease, or accident.

- c. FPS agrees to maintain Commercial General Liability Insurance (CGL) throughout the duration of this Agreement, with coverage policy form CG0001 or equivalent to protect FPS from claims for wrongful death, bodily injury, personal injury, and property damage that may arise in connection with the provision of services in this Agreement by FPS or anyone contracted with FPS. The CGL policy must contain an endorsement naming County, its officers, elected officials, and agents as Additional Insureds and state that FPS's CGL is primary and not contributory with any other insurance maintained by County. The minimum CGL limits shall be as follows:
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
 - \$1,000,000 Each Occurrence
- d. **Automobile Insurance:** If applicable, FPS shall maintain, throughout the duration of this Agreement, automobile liability insurance, ISO Form Number CA0001 or equivalent, covering any autos FPS owns and uses in connection with the services specified in this Agreement. If FPS does not own autos, any hired or non-owned autos must be covered in the amount of not less than \$1,000,000 per accident for bodily injury and property damage to protect FPS from claims which may arise from the performance of this Agreement, whether such operations are by FPS, or anyone contracted with FPS.
- e. All insurance required of FPS herein shall be primary and not contributory with respect to any insurance or self-insurance programs covering County or its officers, elected officials, employees, or agents.

- f. **FPS further agrees to hold harmless, indemnify, and defend County and its officers, elected officials, employees, and agents from and against any and all claims, actions, lawsuits, liabilities, losses, and damages, of any nature, including reasonable legal costs and attorneys' fees in defense thereof arising in connection with any aspect of the work performed under this Agreement, or caused in whole or in part, by FPS contractors use of County property. Provided, however, the FPS shall not be liable for injuries, death, or damages caused by County's sole negligence. In any claims against County, its officials, elected officials, employees, or agents by an FPS employee or FPS contractor, the indemnification and hold harmless obligations set forth in this section shall not in any way be limited by the type of damages, and FPS understands and agrees that it and its contractors expressly waive any immunity they might have, including but not limited to, Title 51, RCW. FPS further acknowledges and agrees that the foregoing waiver shall be incorporated, as appropriate, in any contract FPS enters with contractors or subcontractors providing work for County as provided herein. FPS's obligations under this section shall survive termination of this Agreement.**

4. **Term and Cancellation of Agreement**

- a. **Term:** This Agreement is effective as of the effective date below and will remain in effect unless explicitly stated in writing and signed by both parties.
- b. **Cancellation of Agreement:** This Agreement may be terminated at any time by either party upon 30 days' written notice to the other party's designated representative identified below. Any services performed by FPS contractors up until the final day of the agreement is considered billable and County will receive an invoice for all services performed.
- c. **Cancellation by Contractor:** Should County or an FPS contractor decide to end the business relationship, each party may terminate services irrespective of this Agreement. All cases pending or awaiting further testing to determine final cause of death are expected to be completed for FPS to receive remuneration for that contractor's services. All other contractors currently rendering services to County will continue to operate under this Agreement.

5. Recruitment for Permanent Placement

- a. **Fees for Conversion:** Due to the current workforce shortage affecting forensics field, FPS and County understand and agree County and an FPS contractor may want to engage in a direct relationship. In that event, County agrees to reimburse FPS for their services in introducing and sourcing a qualified candidate who County successfully takes on. The fee for conversion is \$25,000. County agrees this fee is appropriate for sourcing a qualified candidate during a national workforce shortage. This fee is payable to FPS before the signing of any contracts related to a direct relationship between any FPS contractor and County.

6. Acknowledgements:

- a. FPS is a Forensic Services Consulting Firm and not a Medical Examiner or Coroner's Office.
- b. All employees, consultants, independent contractors, and any other person(s) associated with FPS will render services to County to the best of their ability based on their education, training, and experience.
- c. County agrees that FPS's past or present successes in consulting or recruitment efforts for any other office is in no manner a guarantee of future results. FPS makes no guarantee regarding results and specifically disclaims the same.
- d. This Agreement and any statement of work will be governed by, and construed according to, the laws of the state of Washington. The parties agree that proper venue is Benton County, Washington, and that all claims and causes of action arising between the parties related to this Agreement shall be governed by binding arbitration according to the Commercial Rules of the American Arbitration Association. By agreeing to binding arbitration, COUNTY AND FPS WAIVE THEIR RIGHTS TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING RELATED TO THIS AGREEMENT.

Exhibit A
Fees & Expense Reimbursement

7. Travel Expenses

- a) When mutual dates are agreed upon, FPS will purchase any agreed upon expenses required for forensic pathologists, consultants, or any other necessary contractors requested by County for travel/arrival onsite to perform the expected work duties. FPS will seek reimbursement for any travel-related expenses from County only when explicitly stated in the **Fees for Services** in section 9.
 - i) Section 7a may be amended with written agreement from both County and FPS.
 - ii) This section 7 does not apply to 9.b.i & 9.b.ii.

8. Licenses & Malpractice Insurance Expenses

- a) County is not responsible to reimburse FPS for any state medical licenses that are obtained for FPS's contractors to be eligible to perform medical services at County's location.
- b) FPS holds a professional liability insurance policy / medical malpractice insurance policy covering all its contractors. County shall not reimburse or make any payments towards policy premiums for FPS's contractors while rendering services for County.

9. Fees for Services

- a) FPS agrees to provide locum tenens forensic pathologists to County at the following rates to be paid for by County. These rates have been negotiated and agreed upon by County and FPS:
 - i) \$3150.00 per autopsy on homicide/infant/suspicious cases
 - ii) \$2150.00 per autopsy on all other cases
- b) In the event the locum tenens forensic pathologist is called to testify or be deposed, County agrees to pay FPS:
 - i) A pre-determined and agreed upon hourly rate for case review, research, preparations for trial, and pretrial activities with attorneys on cases that require trial testimony.

- 1) This rate is pathologist-dependent and will be presented, negotiated, and/or agreed upon before any pathologist agrees to render services at County.
- c) FPS will submit monthly invoices to County stating all contractors who performed services. Each invoice will have any associated case numbers serviced by their respective contractor and specify the work performed.
- d) County agrees to reimburse FPS at the rate(s) listed in Exhibit A within 45 days of the receipt of invoice via written check or ACH payment. Should County recognize any discrepancies in FPS's invoice, County agrees to immediately notify FPS directly to provide FPS suitable time to perform an investigation. If required, a new invoice will be submitted for payment.
- e) Unless explicitly agreed upon by County and FPS, these rates will not increase by one-half for services performed on federally recognized holidays.

This Agreement is made effective this 12th day of December, 2023 by the parties' designated representatives below:

H. Giovanni Trilleras - Chief Executive Officer
Forensic Pathology Services, LLC D/B/A Forensic Pathology Staffing

Signature: *H. Giovanni Trilleras* Date: 11/14/2023

William Leach, D-ABMDI, Benton County Coroner
E-mail: William.Leach@co.benton.wa.us

Signature: *William Leach* Date: 11/14/2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

FORENSIC PATHOLOGY STAFFING

COUNTY OF BENTON

H. Giovanni Trilleras
Authorized Representative (Signature)

Chairman of the Board Date

H. Giovanni Trilleras
Authorized Representative (Print)

Recommended for Approval

Date: 11/14/2023

William Leach 11/14/2023

William Leach Date
Benton County Coroner

Jeff Aulman 11/14/2023

Deputy Prosecuting Attorney Date

Adam Morasch 11/14/2023

Risk Management Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/12/23
Subject:	Reappointment of Patty Wilson to the Civil Service Commission
Presenter:	
Prepared By:	D. Henry
Reviewed By:	C. Nave; E. Wyant
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Patty Wilson's term on the Civil Service Commission is set to expire on December 31, 2023. The upcoming vacancy was posted on the County website and Patty applied to be re-appointed to the Civil Service Commission. After completing the interview process with applicants for the vacancy, the interview committee, consisting of Commissioner Michael Alvarez, County Administrator Jerrod MacPherson, and Deputy County Administrator Matt Rasmussen has recommended re-appointing her to the Civil Service Commission. In compliance with RCW 41.14, she will serve a six-year term beginning on January 1, 2024 and expiring December 31, 2029.

Fiscal Impact

No fiscal impact

Recommendation

Recommend the Board of Benton County Commissioners approve the resolution to re-appoint Patty Wilson to the Civil Service Commission.

Suggested Motion

Approve on consent agenda.

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF REAPPOINTING PATTY WILSON TO THE BENTON COUNTY CIVIL
SERVICE COMMISSION**

WHEREAS, in accordance with RCW 41.14.030 Civil Service Commission members shall be appointed by the Board of County Commissioners; and

WHEREAS, resolution 2018-258 appointed Patty Wilson to the Benton County Civil Service Commission to a term ending on December 31, 2023; and

WHEREAS, the application of RCW 41.14.030 requires the terms of Civil Service Commissioners to serve six-year terms and be staggered in two-year intervals; and

WHEREAS, one Civil Service Commissioner's term ends in 2025 and the other Civil Service Commissioner's term ends in 2027; and

WHEREAS, Patty Wilson has expressed interest in serving again; and

WHEREAS, the Benton County Board of County Commissioners deems this to be in the best interest of the County; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Board of County Commissioners appoints Patty Wilson to the Civil Service Commission for a six-year term commencing on January 1, 2024 and expiring December 31, 2029.

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/12/23
Subject:	Appointment of Delaney Tucker to the Benton County Civil Service Commission.
Presenter:	
Prepared By:	D. Henry
Reviewed By:	C. Nave; E. Wyant
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Mary Anne Hutchins is resigning as Civil Service Commissioner effective December 31, 2023. The vacancy was posted on the County website and Delaney Tucker applied to be appointed to the Civil Service Commission. After completing the interview process with applicants for the vacancy, the interview committee, consisting of Commissioner Michael Alvarez, County Administrator Jerrod MacPherson, and Deputy County Administrator Matt Rasmussen has recommended appointing her to the Civil Service Commission. Delaney will complete the rest of Mary Anne's six-year term beginning on January 1, 2024 and expiring on December 31, 2027. With this appointment, Benton County will now be in compliance with RCW 41.14.030.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners approve the resolution appointing Delaney Tucker to the Civil Service Commission for a term expiring December 31, 2027.

Suggested Motion

Approve on consent agenda.

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF APPOINTING DELANEY TUCKER TO THE BENTON COUNTY CIVIL
SERVICE COMMISSION**

WHEREAS, in accordance with RCW 41.14.030 Civil Service Commission members shall be appointed by the Board of County Commissioners; and

WHEREAS, resolution 2023-245 reappointed Mary Anne Hutchins to the Benton County Civil Service Commission to a partial term ending on December 31, 2027; and

WHEREAS, Mary Anne Hutchins has resigned from the Civil Service Commission effective December 31, 2023; and

WHEREAS, Delaney Tucker has expressed interest in serving the remainder of the term; and

WHEREAS, the Benton County Board of County Commissioners deems this to be in the best interest of the County; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Board of County Commissioners appoints Delaney Tucker to the Civil Service Commission to serve the remainder of the vacant term beginning on January 1, 2024 and expiring December 31, 2027.

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/12/23	
Subject:	Contract with ARC of Tri-Cities for Parent Coalition Services	
Presenter:	N/A	
Prepared By:	Paxton Pederson	
Reviewed By:	Kyle Sullivan	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Benton County Human Services, on behalf of Benton County, would like to contract with ARC of Tri-Cities to provide Parent Coalition services for Benton County.

Fiscal Impact

Funding for the services described in this Agreement is provided by Developmental Disabilities Administration and the Benton County millage fund. There is no impact of the current expense budget. All revenues and expenditures are from the Fund 1080 Human Services Budget.

Recommendation

Move to approve an agreement to provide parent coalition between the Benton County Department of Human Services and ARC of Tri-Cities.

Suggested Motion

Consent Agenda

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF AGREEMENT #23-24-DD-ARC-PC-00 TO
PROVIDE PARENT COALITION BETWEEN THE BENTON COUNTY DEPARTMENT
OF HUMAN SERVICES AND ARC OF TRI-CITIES

WHEREAS, the Benton County Human Services Department would like to contract with ARC of
Tri-Cities to provide parent coalition organizational services; and

WHEREAS, the Benton County Human Services Department would like to contract with ARC of
Tri-Cities for a term commencing on December 1, 2023 and expiring on December 31, 2024;
NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby accept the proposed
and authorize the Chairman or Chairman Pro-Tem to sign Agreement No. 23-24-DD-ARC-PC-
00 between Benton County Department of Human Services and ARC of Tri-Cities; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on December
1, 2023 and shall expire on December 31, 2024.

Dated this day of, 2023

Chair

Chair Pro Tem

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

Attest: _____
Clerk of the Board

Originals (2): Benton County, Human Services

**Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement # 23-24-DD-ARC-PC-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, with its principal office at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY") and **The Arc of the Tri-Cities**, a Washington State Not-For-Profit Corporation, with its principal offices at 1455 Fowler St., Richland, WA 99352 (hereinafter "Contractor").

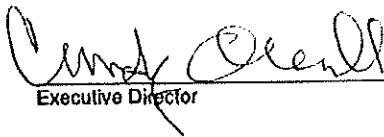
County's Contact Information:
 Kyle Sullivan, Manager
 Department of Human Services
 7102 West Okanogan Place, Suite 201
 Kennewick, WA 99336
 Phone: 509.783.5284
 E-Mail: kyle.sullivan@co.benton.wa.us

Subrecipient Contact Information:
 Cindy O'Neill, Director
 The Arc of the Tri-Cities
 1455 Fowler Street
 Richland, WA 99352
 Phone: 509.783.1131 / Fax: 509.735.7706
 E-Mail: cindy@arcoftricitie.com

Agreement Start Date 12.01.2023
 Agreement End Date 12.31.2024
 Consideration \$63481.99
 Exhibit A Budget
 Exhibit B Scope of Work

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

For the Subrecipient:

 11/28/2023
 Executive Director Date

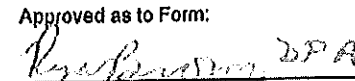
For Benton County:

 Benton County Commissioners Date

 Attest: Clerk of the Board

Approved as to Content:

 Department of Human Services

Approved as to Form:
 DPA
 Benton County Prosecutor's Office

1. CONTRACT DOCUMENTS

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

- a. Exhibit A – Budget
- b. Exhibit B – Scope of Work

2. DURATION OF CONTRACT

The term of this Contract shall begin on December 1st, 2023 and shall and will expire on December 31st, 2024. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall facilitate and support a parent coalition group consisting of parents, families, guardians, caregivers and educators of persons with intellectual and developmental disabilities residing in Benton County (“Parent Coalition”), which will serve to raise community awareness about the capacities and needs of individuals with developmental disabilities, serve as a resource to explain how the developmental disability service system works, and provide advocacy, education, and organization to parents, family members, guardians and other care providers, thus enabling them to become effectively involved in the delivery of services for individuals with developmental disabilities in Benton County. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit B, “Scope of Work”, which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Cindy O'Neill, Director
The Arc of the Tri-Cities
Address: 1455 Fowler Street
Richland, WA 99352
Phone: 509-783-1131
Email: cindyo@arcoftricity.com

b. For COUNTY:

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

5. COMPENSATION

- a. Payment for CONTRACTOR'S services will be billed monthly, using a provided invoice template, in the amount of \$4,883.23 per month, for the duration of this Contract up to a maximum total amount payable by the COUNTY to the CONTRACTOR of sixty three thousand four hundred eighty one dollars and ninety six cents (\$63481.96), including W.S.S.T. The basis for this monthly amount is set forth on Exhibit A "Budget," which is attached hereto and incorporated herein by reference.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit 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.

- i. Invoice will be provided by the County
 - ii. Supporting documentation will accompany the invoice
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the start date of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. AUDIT

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

- A. Submit to COUNTY the reporting package specified in OMB Super Circular 2 CFS 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COUNTY follow-up and developed corrective action plans for all audit findings.

If the CONTRACTOR is a subrecipient and expends less than \$750,000 in federal awards

from any and/or all sources in any fiscal year, the CONTRACTOR shall notify COUNTY they did not meet the single audit requirement.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- 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 8 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate.

Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

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

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 9(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 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no

charges incurred under this Contract shall be allowed.

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

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. COMPLIANCE WITH LAWS

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

13. INSPECTION OF BOOKS AND RECORDS

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

14. 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.

15. DEBARMENT

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily exclude from covered transactions by any Federal department or agency.

- b. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- d. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

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 8 and 17); extended reporting period requirements for professional liability insurance (Section 9(a)); inspection and keeping of records and books (Section 13); 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 13 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.

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Exhibit A

Parent Coalition Budget Breakdown

CONTRACTOR will be reimbursed for the contract costs set forth below by payment of a monthly flat fee of \$4883.23 for the 13 months of this Contract's term. If the Contract is terminated prior to expiration, with such termination effective other than the first of a month, CONTRACTOR is entitled to a pro-rated amount for any partial month services were performed. CONTRACTOR shall not be entitled to any payment for months after termination of this CONTRACT.

12/1/23 – 12/31/24 Lead Staff Position

	Millage Fund	Developmental Disability Fund
Wages	\$14,212.50	\$22,012.50
Operating Costs	\$1050.00	\$1500.00
Travel	\$1190.00	\$1700.00
Total	\$20440.00	\$29200.00
TOTAL FOR POSITION : \$41,665.00		

12/1/23 – 12/31/24 Training Staff Position

	Millage Fund	Developmental Disability Fund
Wages	\$7280.00	\$10400.00
Operating Costs	\$280.00	\$400.00
Travel	\$1423.47	\$2033.50
Total	\$8983.47	\$12833.50
TOTAL FOR POSITION : \$21,816.99		

12/1/23 – 12/31/24 MAXIMUM CONTRACT TOTAL : \$63,481.99

Exhibit B

- Pursuant to this agreement, the CONTRACTOR shall designate two Parent Coalition Coordinators to provide the following representation of those persons in Benton County with intellectual and developmental disabilities (I/DD):
 - Coordinate communication and share information with parents, families, guardians, Developmental Disabilities Administration, client caregivers and other stakeholders.
 - Provide information, resources, education, understanding of Washington State's I/DD laws, policies, services, advocacy, mentorship and support to the Parent Coalition.
 - Assure the Parent Coalition's autonomy as a separate functioning entity in its efforts to support families and give the Parent Coalition an independent voice in the community and public policy arena.
 - Recruit, train and support Parent Coalition members to become active participants in the representation of the I/DD population through their participation on local boards, commissions, neighborhood associations, school advisory boards and other groups that are relevant.
 - Distribute relevant information from federal, state and local policy makers to Parent Coalition members on issues that might affect them.
 - Provide leadership, outreach and education to diverse community organizations within Benton County regarding I/DD issues, emphasizing the need for inclusion for I/DD people in all aspects of community life.
 - Demonstrate efforts to provide outreach to Parent Coalition members in the rural areas of Benton County.
 - Attend scheduled Community Advocacy Coalition (CAC) meetings and activities. CAC is a local group which advocates and lobbies for causes relating to various community needs, including the needs of those I/DD members of the community.
 - Act as the liaison between Benton County and Parent Coalition members. Represent the entire family voice, never favoring just one point of view.

- Meet as needed with legislators during the legislative session to serve as an educational resource concerning and pending or current legislative activity. The function of these meetings will be to provide the legislators with any relevant information and to ensure the views of Parent Coalition members are represented to the appropriate elected officials.
- Coordinate and execute a legislative education forum once per year in which local law makers and elected officials have the opportunity to hear from Parent Coalition members concerning services they receive, or wish to receive.
- Coordinate no less than one annual advocacy training session for Parent Coalition members. These training sessions should focus on empowering the attendees to advocate for the needs of the I/DD population.
- Provide a Parent Coalition program and activity report to the Benton County Board of County Commissioners twice each year, with no more than 6 months in between reports.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023
Subject:	60-month Lease Agreement for Two IM 6000 Copiers from Ricoh USA, Inc. for the Benton County Superior Court Administrator's Office
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement, LeeAnn Holt
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The Benton County Superior Court Administrator's Office (SCAO) current leased copiers are ready to be replaced. The SCAO has requested to lease two copiers for staff and judicial officer use. Information Technology has negotiated a lease agreement with Ricoh USA, Inc. for two Ricoh IM 6000 copiers. 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: \$481.37 for 60 months excluding WSST.

Fund: Superior Court Administrator's Office approved 2023-2024 budgeted funds.

Recommendation

Information Technology recommends that the Board approve a 60-month lease agreement for two Ricoh IM 6000 copiers from Ricoh USA, Inc. for the Benton County Superior Court Administrator's Office.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR TWO IM 6000 COPIERS FROM RICOH USA, INC. FOR THE BENTON COUNTY SUPERIOR COURT ADMINISTRATOR'S OFFICE

WHEREAS, the Benton County Superior Court Administrator's Office has requested to replace two copiers for office use; and

WHEREAS, the Information Technology Department has reviewed the Superior Court Administrator's Office needs and negotiated a copier lease with Ricoh USA, Inc. for two Ricoh IM 6000 copiers; 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 \$481.37 per month, plus \$0.0068 per black/white page excluding Washington State Sales Tax (WSST) for two Ricoh IM 6000 copiers for the Benton County Superior Court Administrator's Office to be paid out of Superior Court Administrator's Office approved 2023-2024 budget; and

BE IT FURTHER RESOLVED, the Board authorizes the Information Technology Manager to sign and pay for Ricoh copier returns, copier location changes, and hard drive disposal services in an amount not to exceed \$1,000.00 excluding WSST per copier.

Dated this 12th day of December, 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

<p align="center">LEASE AGREEMENT Benton County, Washington</p> <p align="center">Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350</p>			<p>Resolution No. _____</p> <p>Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.</p>	
<p>Vendor: Ricoh USA, Inc. 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.</p>			<p>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</p>	
<p>Ship To: Benton County Superior Court Admin 1st Floor Benton County Justice Center 7122 W. Okanogan Pl Kennewick, WA 99336</p>			<p>Bill To: Benton County Information Technology 7122 W Okanogan Pl, Suite E Kennewick, WA 99336</p>	
			Estimated	TBD
			Delivery Date:	
Line/Model	Description	Term	Unit Price	Total Lease Amt
1	Two (2) Ricoh IM 6000 - Superior Court Adminsitration	60 Months	348.98	20,938.80
	Cabinet Type F			-
	ESP XG-PCS-15D			-
				-
				-
	Two (2) 421180-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 10 POINTS 5 YEARS INC5YR	60 Months	0.52	31.20
	Two (2) 421185-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 100 POINTS 5 YEARS INC5YR	60 Months	5.20	312.00
	Two (2) 421190-PS1 RICOH SLNX V3 MAINTENANCE & SUPPORT (M&S) 1K POINTS 5 YEARS INC5YR	60 Months	52.01	3,120.60
	Two (2) 421106-PS1 RICOH SLNX V3 PRINT 1 DEVICE LIC SW ONLY INC0YR	60 Months	28.60	1,716.00
	Two (2) RDR-800R1AKU RFIDEAS PCPROX PLUS SP WITH ICLASS SE RICOH BLK MULTI-CABLE USB CRD RDR	60 Months	6.38	382.80
	Two (2) 421121-PS1 RICOH SLNX V3 SCAN & CAPTURE 1 DEVICE LIC SW ONLY INC0YR	60 Months	28.60	1,716.00
	Two (2) 421091-PS1 RICOH SLNX V3 BASE 1 DEVICE LIC SW	60 Months	0.52	31.20
	Two (2) PS-Timerretainer3-SLNX	60 Months	10.56	633.60
		monthly subttl	481.37	-
<p>The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be \$481.37 excluding WSST plus B&W charges and Color charges per page, monthly at the rates provided herein payable by the County thirty (30) days upon receipt. Per page charge by model: IM 6000 - B&W \$0.0068</p>			HANDLING =	-
			SUB TOTAL =	28,882.20
			SALES TAX =	2,512.75
			TOTAL ORDER =	31,394.95
<p>This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602</p> <p>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</p> <p>Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.</p>			<p>QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT: Dept Contract: Robert Heard Benton County Information Technology Title: Information Technology Manager</p> <p>Address: 7122 W Okanogan Pl, Kennewick, WA 99350</p> <p>Phone: 509.786.5603 Fax: 509.786.5601</p>	

(Lease Agreement - Ricoh USA Page 2)

Approved as to Form:

DocuSigned by: LeeAnn Holt 12/1/2023
D9A9308B67BB475
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: 12/1/2023

Vendor Signature: DocuSigned by: Nathan Buffington
32F1BF70990F4BB

Chairman
Benton County
Board of Commissioners: _____ Date: _____

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

Commissioner
Benton County
Board of Commissioners: _____ Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023	
Subject:	Approving the Purchase of Dell Latitude 5540 or Comparable Model Laptop, One Thunderbolt Dock, and Two 27-inch Monitors for the Public Works Department from Dell Inc.	
Presenter:		
Prepared By:	Robert Heard	
Reviewed By:	Procurement Department, Jackie Mayfield	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

Public Works has requested to purchase a new laptop, dock, and monitors for their Road Department. Resolution 2023-714 requires that all non-budgeted devices purchased over \$500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners. Laptops and docks will be purchased from Dell Inc., an authorized Washington State vendor under Dell NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C000000010849, NASPO MNWNC-108/05815-003.

Fiscal Impact

Amount: \$2,400 excluding WSST.

Fund: Approved Public Works 2023-2024 budgeted funds.

Recommendation

Information Technology recommends that the Board approve the purchase of one Dell Latitude 5540 or comparable model laptop, one Thunderbolt dock, and two 27-inch monitors in an amount not to exceed \$2,400 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (1320).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE DELL LATITUDE 5540 OR COMPARABLE MODEL LAPTOP, ONE THUNDERBOLT DOCK, AND TWO 27-INCH MONITORS FOR THE PUBLIC WORKS DEPARTMENT FROM DELL INC.

WHEREAS, the Public Works Department has made a request to purchase a laptop, dock, and two monitors for their Road Department; and

WHEREAS, Information Technology recommends purchasing one Dell Latitude 5540 or comparable model laptop, one Thunderbolt dock, and two 27-inch monitors from Dell Inc.; and

WHEREAS, per Resolution 2013-431, the Board approved Master Contract Usage Agreement between the State of Washington and Benton County authorizing the purchase of goods and services through the Department of Enterprise Services (DES) an agency of the State; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment PA – Washington Contract Code C00000010849, NASPO MNWNC-108 /05815-003; and

WHEREAS, per Resolution 2023-713, Budget Policies, Technology Replacement Policies and Procedures, Section 3.1.e requires all new computer equipment over \$500 receive approval by the Board of Benton County Commissioners before purchasing; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the purchase of one Dell Latitude 5540 or comparable model laptop, one Thunderbolt dock, and two 27-inch monitors for the Public Works Office from Dell Inc. in an amount not to exceed \$2,400 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, newly purchased laptops, docks, and monitors will be enrolled into Central Services Replacement Fund (1320).

Dated this 12th day of December, 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000169296722.1	Sales Rep	Charles Anglin
Total	\$1,582.42	Phone	(800) 456-3355, 6180469
Customer #	1776351	Email	Charles_Anglin@Dell.com
Quoted On	Nov. 29, 2023	Billing To	PAYABLE ACCOUNTS
Expires by	Dec. 29, 2023		BENTON COUNTY PUD
Contract Code	C000000010849		P O BOX 6270
Customer Agreement #	MNWNC-108 / 05815-003		KENNEWICK, WA 99336-0270
Deal ID	24388801		

Message from your Sales Rep

Hi! Please find the requested quote attached and let me know if you have any questions or if you see any necessary revisions.

Regards,
Charles Anglin

Additional Comments

When you are ready to order please go to dell.com/identity/global/Login/aca41a37-8e9b-4e9b-b78d-2caf5163bf57?pn=Login&feir=1 the most seamless ordering experience.

Shipping Group

Shipping To	Shipping Method
ROBERT HEARD BENTON COUNTY PUD COURTHOUSE - 2ND FL 620 MARKET ST PROSSER, WA 99350 (509) 222-3742	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5540	\$1,455.79	1	\$1,455.79

Subtotal:	\$1,455.79
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$1,455.79
Estimated Tax:	\$126.63

Total: **\$1,582.42**

Maximize your new
technology on day one

Dell ProDeploy Suite



Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY PUD
COURTHOUSE - 2ND FL
620 MARKET ST
PROSSER, WA 99350
(509) 222-3742

Shipping Method

Standard Delivery

Dell Latitude 5540

Estimated delivery if purchased today:

Dec. 14, 2023

Contract # C000000010849

Customer Agreement # MNWNC-108 / 05815-003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5540 XCTO Base	210-BGBM	-	1	-
13th Generation Intel(R) Core(TM) i7-1355U (12 MB cache, 10 cores, up to 5.0 GHz)	379-BFBS	-	1	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
Intel(R) Rapid Storage Technology Driver	409-BCWS	-	1	-
Intel vPro Management Disabled	631-ADPS	-	1	-
16 GB, 1 x 16 GB, DDR4, 3200 MT/s, single-channel, Non-ECC	370-AFVP	-	1	-
M.2 2230 PCIe NVMe Gen4x4 512GB SSD Class 35	400-BOVY	-	1	-
15.6" FHD (1920x1080) Non-Touch, AG, IPS, 250 nits, FHD Cam, WLAN	391-BHEU	-	1	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	1	-
Wireless Intel AX211 WLAN Driver MOD-SRV	555-BJDC	-	1	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	1	-
3- cell, 42Wh Battery, Express Charge Capable	451-BDBI	-	1	-
65W AC adapter, USB Type-C, TCO Gen9 compliant	492-BDHS	-	1	-
Single Pointing, No Palmrest Security Options	346-BINQ	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-
Latitude 5540 Quick Start Guide	340-DDHL	-	1	-
ENERGY STAR Qualified	387-BBPC	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Additional Software	658-BFQB	-	1	-
Mix Model 65W Adapter (WHN)	340-DJVQ	-	1	-
Assembly Base	338-CHGG	-	1	-
Intel 13th Generation i7-1355U Trans., Intel Integrated Graphics, Thunderbolt	338-CHGM	-	1	-
Latitude 5540 Bottom Door, Intel 13th Gen U-Series CPU, Intel Integrated Graphics	321-BJTL	-	1	-
FHD RGB Camera	319-BBJT	-	1	-

Unit Price **Quantity** **Subtotal**
\$1,455.79 **1** **\$1,455.79**

EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-8388	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	997-8389	-	1	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-8390	-	1	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-8391	-	1	-

Subtotal:	\$1,455.79
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$126.63
<hr/>	
Total:	\$1,582.42

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.



For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

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

Savings	\$362.60
Subtotal (4)	\$712.36
Estimated Shipping	\$0.00
Estimated Tax	\$61.98
Total	\$774.34

Details <hr/> Dock, 27 inch Monitors, and Wireless keyboard and mouse Quote number # 3000169429403 Created December 1, 2023 Expires December 31, 2023 Created by robert.heard@co.benton.wa.us	Billing <hr/> Order contact Robert Heard Benton County IT Contract Code: C000000010849 Customer agreement number: NASPO MNWNC-108/05815-003 Phone number: (509) 786-5603 Additional: robert.heard@co.benton.wa.us Tax exemption I am not tax exempt	Shipping <hr/> Shipping information Information Technology Dept Benton County 7122 W Okanogan Pl, Kennewick, WA, 99336-2359 Phone number: (509) 786-5603 Additional: CENTRAL.SERVICES@CO.BENTON.WA.US Delivery method FREE Standard Delivery Trade compliance No, I will not be exporting	Payment method <hr/>
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Items	Quantity	Unit Price	Item total															
 <p><u>Dell 27 Monitor - P2722H</u> Discounted unit price: \$207.99 Contract Code: C000000010849 Estimated Delivery FREE Standard Delivery to 99336-2359 by Wednesday, December 6, 2023 Catalog Number: 84 / p2722hsap</p> <table border="0"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Code</th> <th>SKU</th> <th>ID</th> </tr> </thead> <tbody> <tr> <td>Dell 27 Monitor - P2722H, 68.6cm (27")</td> <td>Dell 27 Monitor - P2722H, 68.6cm (27")</td> <td>GI3JWRV</td> <td>[210-BBCK]</td> <td>1</td> </tr> <tr> <td>Hardware Support Services</td> <td>3Y Basic Hardware Service with Advanced Exchange after remote diagnosis</td> <td>G0AP4EM</td> <td>[814-5380] [814-5381]</td> <td>29</td> </tr> </tbody> </table> <p>Premier discount -\$224.00</p> <p style="text-align: right;">Item total: \$415.98</p>	Category	Description	Code	SKU	ID	Dell 27 Monitor - P2722H, 68.6cm (27")	Dell 27 Monitor - P2722H, 68.6cm (27")	GI3JWRV	[210-BBCK]	1	Hardware Support Services	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	G0AP4EM	[814-5380] [814-5381]	29	2	\$319.99	\$639.98
Category	Description	Code	SKU	ID														
Dell 27 Monitor - P2722H, 68.6cm (27")	Dell 27 Monitor - P2722H, 68.6cm (27")	GI3JWRV	[210-BBCK]	1														
Hardware Support Services	3Y Basic Hardware Service with Advanced Exchange after remote diagnosis	G0AP4EM	[814-5380] [814-5381]	29														
 <p><u>Dell Thunderbolt Dock - WD22TB4</u> Discounted unit price: \$239.99 Contract Code: C000000010849 Estimated Delivery FREE Standard Delivery to 99336-2359 by Thursday, December 7, 2023 Catalog Number: 84 / wd22tb4sap</p> <table border="0"> <thead> <tr> <th>Category</th> <th>Description</th> <th>Code</th> <th>SKU</th> <th>ID</th> </tr> </thead> <tbody> <tr> <td>BASE,DS,WD22TB4 US 180W</td> <td>Dell Thunderbolt 4 Dock - WD22TB4</td> <td>GBNM2HY</td> <td>[210-BDQH]</td> <td>1</td> </tr> <tr> <td>Services:Hardware Support</td> <td>3Y Basic Hardware Service with Advanced Exchange after Remote Diagnosis</td> <td>G9OGYFH</td> <td>[872-8550] [872-8557]</td> <td>29</td> </tr> </tbody> </table> <p>Premier discount -\$135.00</p> <p style="text-align: right;">Item total: \$239.99</p>	Category	Description	Code	SKU	ID	BASE,DS,WD22TB4 US 180W	Dell Thunderbolt 4 Dock - WD22TB4	GBNM2HY	[210-BDQH]	1	Services:Hardware Support	3Y Basic Hardware Service with Advanced Exchange after Remote Diagnosis	G9OGYFH	[872-8550] [872-8557]	29	1	\$374.99	\$374.99
Category	Description	Code	SKU	ID														
BASE,DS,WD22TB4 US 180W	Dell Thunderbolt 4 Dock - WD22TB4	GBNM2HY	[210-BDQH]	1														
Services:Hardware Support	3Y Basic Hardware Service with Advanced Exchange after Remote Diagnosis	G9OGYFH	[872-8550] [872-8557]	29														
	1	\$59.99	\$59.99															



Logitech MK550 Wave Wireless Keyboard and Mouse Combo - Black

Discounted unit price: \$56.39
Contract Code: C000000010849
Manufacturer Part# : 920-002555
Dell Part# : A4051228

Estimated Delivery

FREE Standard Delivery to 99336-2359 by
Thursday, December 7, 2023

Catalog Number: 84 / A4051228

Category	Description	Code	SKU	ID
	Logitech MK550 Wave Wireless Keyboard and Mouse Combo - Black		[A4051228]	
	Premier discount			-\$3.60
				Item total: \$56.39

Savings: \$362.60

Subtotal (4): \$712.36

Savings \$362.60

Subtotal (4) \$712.36

Estimated Shipping \$0.00

Estimated Tax \$61.98

Total \$774.34

Account Account

Your Profile

Dell Contacts

Address Book

Your Products Your Products

Quotes

Sales Quotes

Systems

Peripherals

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Accessibility Anti-Slavery & Human Trafficking

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

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

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

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

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

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

^{*}Based on Dell analysis of storage software deployable on AWS, Azure, and Google Cloud, May 2023. 90-day evaluation: Applies to Dell licenses only for APEX Block Storage for AWS and APEX Navigator for Multicloud Storage. Subject to availability. Terms and conditions apply: For Dell APEX Navigator for Multicloud Storage view the [Dell Cloud Service Offering Agreement](#) or [Dell APEX Navigator for Multicloud Service Offering Description](#). For Dell APEX Block Storage for AWS, view [Dell's Software Evaluation Agreement](#).

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CENTRAL SERVICES REPLACEMENT, FUND NUMBER 1320, DEPARTMENT
NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman

Chairman Pro-Tem

Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Robert Heard

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5184000	53508	Computer Replacement	\$350,000	5941800	56408	Computer Replacement	\$350,000
TOTAL			\$350,000	TOTAL			\$350,000

Explanation:

Need to move money from Central Services Replacement Fund (1320) Supplies line item to the Capital line item to pay for capitalized replacement fund equipment.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Chariman Pro-Tem

Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/12/2023	
Subject:	Resolution approving Flat Monthly Payment for the 2023-2024 Juvenile Budget	
Presenter:	N/A	
Prepared By:	Crystal Garcia	
Reviewed By:	David Wheeler	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

The 2023-2024 Juvenile Center Operations Budget was submitted in the amount of \$13,714,721. Based upon the preliminary juvenile population provided by the Office of Financial Management data tables, Benton County is responsible for 64.17% or \$8,800,736. The 2023-2024 Juvenile Facilities Budget was submitted in the amount of \$366,927. Based upon the funding formula of 72% for Benton County, Benton County is responsible for \$264,187. Benton County is responsible for a combined total of \$9,064,924 for the 2023-2024 Juvenile Operations and Juvenile Facilities Budget.

Fiscal Impact

Starting January 1, 2024, Benton County is responsible for flat monthly payments in the amount of \$377,705 into the Juvenile Fund 1150.

Recommendation

I recommend that the Board of Commissioners of Benton County sign the Resolution for flat monthly payments by Benton County.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF ADOPTING BENTON COUNTY FLAT MONTHLY PAYMENTS FOR THE 2023-2024 BENTON AND FRANKLIN JUVENILE JUSTICE CENTER OPERATIONS AND FACILITIES BUDGET; AMENDING RESOLUTION 2022-922

WHEREAS, the Boards of Benton and Franklin County Commissioners approved Joint Resolution Benton County 2023-353 and Franklin County 2023-126, a Memorandum of Understanding regarding the allocation of Juvenile Justice Center operations and facilities, construction, and usage cost of the Juvenile Justice Center, Ownership of Juvenile Justice Center; and

WHEREAS, the 2023-2024 Benton and Franklin Juvenile Center Operations Budget was submitted in the amount of \$13,714,721, and based upon the ratio of each county’s juvenile population averaged over five-year periods per the Office of Financial Management, data tables attached, Benton County is now responsible for \$8,800,736 or 64.17% effective January 1, 2024; and

WHEREAS, the 2023-2024 Benton and Franklin Juvenile Center Facilities Budget was submitted in the amount of \$366,927, and based upon Joint Resolution Benton County 2023-353 and Franklin County 2023-126, Benton County is now responsible for \$264,187 or 72% effective January 1, 2024; and

WHEREAS, Resolution 2022-922 needs to be amended in order to update the 2024 flat monthly payment based on the updated funding formula for the Benton and Franklin Juvenile Justice Center operations budget; and

WHEREAS, the combined total for the 2023-2024 Benton and Franklin Juvenile Center Operations and Facilities Budget is \$14,081,648 of which Benton County is responsible for a total of \$9,064,924; **NOW, THEREFORE**,

BE IT RESOLVED, to maintain adequate cash flow in the Benton and Franklin Juvenile Center Fund, starting January 1, 2024, Benton County will be responsible for a flat monthly payment in the amount of \$377,705 for the 2023-2024 Benton and Franklin Juvenile Center Operations and Facilities Budget; and

BE IT FURTHER RESOLVED, by the Board of Commissioners of Benton County that the first flat monthly operating transfer to the 2023-2024 Benton and Franklin Juvenile Center Fund Budget shall occur no later than January 20, 2024 for January, and no later than the 1st working day of each month thereafter in the amount of \$377,705 is approved; and

BE IT FURTHER RESOLVED, no later than April 2025, the Benton County Commissioners will receive a final invoice itemizing actual 2023-2024 expenditures and any adjustments necessary based on actual expenditures.

Dated this 12th day of December 2023

Chairman of the Board

Chairman Pro-Tem

Commissioner

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

2024 Population Split For Benton & Franklin County Juvenile Justice Center

Juvenile Center Calculation Per Joint Resolution BC 2023-353 and FC 2023-126					
Source:	Year 2023 maintained previously established Juvenile Youth At-Risk Population 12-17 Per Joint Resolution BC 2023-353 and FC 2023-126				
	Year 2016 forward established via Juvenile Youth-At-Risk Population 12-17 per Joint Resolution BC 2017-807 and FC 2017-332				
	Years 2012 through 2015 established via Juvenile Youth-At-Risk Population 10-17 per Joint Resolution BC 2016-942 and FC 2016-436				
	2022	2021	2020	2019	2018
Benton County	19,184	18,171	17,907	17,483	17,102
Franklin County	10,563	10,003	10,081	9,883	9,646
	29,747	28,174	27,988	27,366	26,748
Rolling Average Benton County		17,969			
Rolling Average Franklin County		10,035			
		28,004			
Benton County	64.17%				
Franklin County	35.83%				

Source: WWW.OFM.WA.GOV

<https://www.ofm.wa.gov/washington-data-research/population-demographics/population-estimates/estimates-april-1-population-age-sex-race-and-hispanic-origin>

https://ofm.wa.gov/sites/default/files/public/dataresearch/pop/april1/hseries/ofm_pop_age_sex_postcensal_2010_2020_to_2022_s.xlsx

County (Special age groups): 2010-2020, 2021-2022 Preliminary Data as proper 2020 Decennial Census isn't available per OFM

Preliminary data provided by OFM : 8/2/2023

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023	
Subject:	Termination of professional services agreement with Thomas Atwood	
Presenter:	n/a	
Prepared By:	Denise Gerry	
Reviewed By:	Charlie Dow	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Benton County currently contracts with attorney Thomas Atwood (“Attorney”) for public defense services in Benton County Superior Court for UGA cases. (executed through Resolution #2022-428). The agreement provides that either party may terminate the agreement early, with or without cause, simply by written notice with a requisite notice period.

Attorney has provided such notice of early termination, by way of electronic notice dated November 27, 2023. Attorney has closed his law office and retired from the active practice of law. The proposed resolution acknowledges this notice and sets November 27, 2023 as the final effective date of the early termination, pursuant to the provisions of the agreement.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the agreement termination notice tendered by attorney Thomas Atwood on November 27, 2023 as the final effective date of the termination.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE TERMINATION NOTICE OF THOMAS ATWOOD, AN ATTORNEY HOLDING A PROFESSIONAL SERVICES AGREEMENT, RESOLUTION 2023-428, IN BENTON COUNTY SUPERIOR COURT FOR UGA CASES

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court; and

WHEREAS, attorney Thomas Atwood has been providing public defense services in Benton County Superior Court pursuant to a professional services agreement with Benton County; and

WHEREAS, the said professional services agreement provides for either party to provide notice of agreement termination; and

WHEREAS, the attorney has, in fact, provided notice of agreement termination dated November 27, 2023 (attached as Exhibit "A"); and

WHEREAS, the attorney has closed his law office and retired from active practice of law; and

WHEREAS, pursuant to attorney Thomas Atwood's professional services agreement, the notice, as provided, will result in a final effective date of November 27, 2023, pursuant to the provisions of the agreement; **NOW, THEREFORE**

BE IT RESOLVED that the Superior Court professional services agreement with attorney Thomas Atwood, executed by and through Resolution #2023-428, is hereby terminated at the request of Attorney, pursuant to Attorney's Notice of Early Termination dated November 27, 2023 with a final effective termination date of November 27, 2023.

Dated this _____ day of _____ 20 _____

Chairman of the Board

Commissioner

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Denise Gerry

From: Thomas Atwood <tjatwoodlaw@outlook.com>
Sent: Monday, November 27, 2023 9:33 AM
To: Denise Gerry
Subject: [EXTERNAL] Automatic reply: Professional Liability - Expired

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Please be advised that the Atwood Law Office is permanently closed. Attorney Thomas J. Atwood has retired from the active practice of law. Mr. Atwood is not accepting any new clients.

Mr. Atwood is still a licensed attorney. This email remains active for the convenience of former clients and others trying to reach him. Mr. Atwood also is available to perform weddings as an ordained minister of the Universal Life Church Ministries.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12 December 2023	
Subject:	Appointment to the Benton County Park Board	
Presenter:	Adam J. Fyall	
Prepared By:	Fyall	
Reviewed By:	Fyall	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contracts

Summary

Approval of a new member to the Benton County Park Board.

Background

There have been two resignations on the Park Board in recent months, creating two vacancies to fill.

Applications for the openings were received, and the Park Board interviewed candidates for the vacancies. The Park Board is able to forward recommendation for **Ismael Mendoza-Jimenez** of Kennewick to fill the Position 5 vacancy.

Fiscal Impact

None.

Recommendation

Park Board and staff recommend appointing Mr. Mendoza-Jimenez to the Board.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENT OF ISMAEL MENDOZA-JIMENEZ
TO THE BENTON COUNTY PARK BOARD – POSITION 5

WHEREAS, the Benton County Park Board advises the Board of County Commissioners and the Parks Department on matters of projects, programs, and policies related to the County’s park system; and,

WHEREAS, there are seven Park Board members whose service is voluntary and without compensation; and,

WHEREAS, Ismael Mendoza-Jimenez of Kennewick has expressed his interest and desire to serve on the Park Board; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners hereby appoints Ismael Mendoza-Jimenez of Kennewick the Benton County Park Board – Position 5, to serve the remainder of the six-year term vacated by Sarah Funk, expiring 30 June 2024; after which time Mr. Mendoza-Jimenez will be eligible to re-apply for another six-year full term of service.

Dated this 12th day of December 2023.

Chairman of the Board

Commissioner

Commissioner

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12 December 2023	
Subject:	Appointment to the Benton County Park Board	
Presenter:	Adam J. Fyall	
Prepared By:	Fyall	
Reviewed By:	Fyall	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contracts

Summary

Approval of a new member to the Benton County Park Board.

Background

There have been two resignations on the Park Board in recent months, creating two vacancies to fill.

Applications for the openings were received, and the Park Board interviewed candidates for the vacancies. The Park Board is able to forward recommendation for **Frank Cooper** of Benton City to fill the Position 7 vacancy.

Fiscal Impact

None.

Recommendation

Park Board and staff recommend appointing Mr. Cooper to the Board.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF APPOINTMENT OF FRANK COOPER
TO THE BENTON COUNTY PARK BOARD – POSITION 7**

WHEREAS, the Benton County Park Board advises the Board of County Commissioners and the Parks Department on matters of projects, programs, and policies as they apply to the County’s park system; and,

WHEREAS, there are seven Park Board members whose service is voluntary and without compensation, and who serve staggered six-year terms; and,

WHEREAS, Position 7 on the Park Board was vacated in July 2023 prior to its expiration date of June 30, 2024, and,

WHEREAS, Frank Cooper of Benton City has expressed his interest and desire to serve on the Park Board;
NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners hereby reappoints Frank Cooper of Kennewick to Position 7 on the Benton County Park Board, the term for that position ending June 30, 2024, after which time Mr. Cooper will be eligible to re-apply for a new full six-year term of service.

Dated this 12th day of December, 2023.

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023	Memo Date:	December 1, 2023
Subject:	Safe Built LLC Contract Extension to Dec. 31, 2024		
Presenter:			
Prepared By:	Donna Hutchinson		
Reviewed By:	Michelle Mercer		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)		
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)		
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Sign Letter / Document	<input checked="" type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

The Board of County Commissioners on October 20, 2020, approved Resolution No. 2020-746 between Benton County and Safe Built LLC entering into a Professional Services Agreement to provide consulting services associated with the findings issued by the Federal Emergency Management Agency under the National Flood Insurance Program during the County's June 8, 2020, Community Assistance Visit (CAV). This contract was to expire on October 20, 2022, and on October 11, 2022, the Board approved the First Amendment to the Contract per Resolution No. 2022-733 which extended the contract until December 31, 2023. The amended contract with Safe Built, LLC expires on December 31, 2023, and the Planning Division finds it necessary to extend the contract with a Second Amendment to the Professional Services Contract to December 31, 2024, to complete the remediation needs associated with FEMA's Community Assistance Visit (CAV).

Fiscal Impact

Compensation for the performance of consulting services by Safe Built, LLC will remain the same. The overall budget for the project remains unchanged, and all other provisions of the professional services contract remains unchanged and in full force and effect. The expenses for the Contract with Safe Built, LLC have been included with the Planning Division budget cycle for 2023-2024 not to exceed \$17,500.00 including WSST.

Recommendation

It is the Planning Division's recommendation that the Board of County Commissioners approve the resolution and sign the Second Amendment to the Professional Services Contract with Safe Built, LLC.

Suggested Motion

Approve as part of Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING – ENTERING INTO THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT (RESOLUTIONS 2020-746 and 2022-733) BETWEEN BENTON COUNTY AND SAFE BUILT LLC TO PROVIDE CONSULTING SERVICES ASSOCIATED WITH THE OUTSTANDING REMEDIATION NEEDS ASSOCIATED WITH THE COUNTY’S JUNE 8, 2020, COMMUNITY ASSISTANCE VISIT (CAV) FINDINGS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE NATIONAL FLOOD INSURANCE PROGRAM

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

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached Second Amendment to the Professional Services Contract between Benton County and Safe Built, LLC as being in the best interest of Benton County; and

WHEREAS, the proposed Second Amendment to the Professional Services Contract is necessary to extend the time frame for the contract from December 31, 2023 to December 31, 2024 in order to complete the remediation needs associated with the County’s June 8, 2020 Community Assistance Visit (CAV) findings issued by the Federal Emergency Management Agency under the National Flood Insurance Program. The overall budget for the project remains unchanged, and all other provisions of the professional services contract remains unchanged and in full force and effect; **NOW THEREFORE**,

BE IT RESOLVED that the attached Second Amendment to the Professional Services Contract between Benton County and Safe Built, LLC for the consulting services regarding FEMA remediation needs is hereby approved by the Board and that the Board authorizes the Chairman or the Chairman Pro-Tem to sign said Second Amendment.

Dated this _____ day of _____, 2023.

Chairman of the Board

Commissioner

Attest: _____
Clerk of the Board

Commissioner
Constituting the Board of County
Commissioners of Benton County,
Washington
MLC/djh

Copy to PA, PLN, BOCC

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

THIS SECOND CONTRACT AMENDMENT (hereinafter "Second Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, and **SAFE BUILT, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at P.O. Box 401, Ellensburg, WA 98926 (hereinafter "CONTRACTOR").

WHEREAS, pursuant to Benton County Resolution No. 2020-746, the parties entered into a Professional Services Agreement on October 20, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide consulting services associated with the findings issued by the Federal Emergency Management Agency under the National Flood Insurance Program during the County's June 8, 2020, Community Assistance Visit (CAV); and,

WHEREAS, effective October 11, 2022, the parties entered into the First Amendment to the CONTRACT to extend the duration of the Professional Services Agreement with Safe Built, LLC (Resolution No. 2022-733) to December 31, 2023; and,

WHEREAS, this Second Amendment is necessary to further extend the duration of the CONTRACT.

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in full force and effect, except for the following amendments:


1. Item 2. of the Professional Services Contract - Duration of Contract, shall be amended to read as follows:
"The term of this CONTRACT shall begin on October 20, 2020 and shall expire on **December 31, 2024**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date".
2. All other terms and conditions of the CONTRACT will remain the same.

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

BENTON COUNTY

SAFE BUILT, LLC

Chairman of the Board



Signature

President

Title

Date: _____

Date: 11/20/2023

Approved as to Form:



Benton County Prosecuting Attorney,
Civil Deputy

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023	
Subject:	Executing an Interlocal Cooperative Agreement with Kittitas County	
Presenter:	N/A	
Prepared By:	J. Mayfield	
Reviewed By:	Cristina Woods, Civil Engineer I	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

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

The Public Works Manager recommends entering into an Agreement for general labor, equipment, materials and/or service sharing with Kittitas County. The Agreement has been reviewed and approved as to form by our Departmental Deputy Prosecuting Attorney from the Civil Division and signed by Kittitas County.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Public Works Manager recommends the Board approve the proposed Interlocal Agreement with Kittitas County.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND KITTITAS COUNTY FOR GENERAL LABOR, EQUIPMENT, MATERIALS AND/OR SERVICES

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

WHEREAS, Benton County and Kittitas County desire to enter into an Interlocal Agreement to allow both parties joint use of general labor, equipment, materials and/or services; and

WHEREAS, a proposed Interlocal agreement, reviewed and approved as to form by the Benton County Prosecuting Attorney's Office, was signed by the Chairman of the Board of Commissioners of Kittitas County on October 17, 2023; and

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

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

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby authorizes the Chairman or Chairman Pro-Tem to sign said Agreement with Kittitas County on behalf of Benton County; and

BE IT FURTHER RESOLVED the Interlocal shall be effective on the last date signed.

Dated this 12th day of December 2023.

Chairman

Chairman Pro-Tem

Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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

THIS AGREEMENT is made and entered into by and between Benton County ("Benton") with its principal offices located at 620 Market Street, Prosser, Washington 99350, by and for the Benton County Public Works Department and Kittitas County ("Kittitas") with its principal offices located at 411 North Ruby Street, Suite 1, Ellensburg, WA, 98926, by and for the Kittitas Public Works Department, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE**. The purpose of this Agreement is to set forth the terms and conditions under which Kittitas and Benton County may provide labor, equipment, materials, and/or services to the other party, as requested by either party in manner convenient to the party providing the labor, equipment, materials, and/or services. Either party to this Agreement shall make a reasonable effort to assure the availability of labor, equipment, materials, and/or services to the other party. The exact scope of each item or task shall be defined through individual written task orders approved by both agencies.

**ARTICLE II
ADMINISTRATION AND ORGANIZATION**

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

the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

ARTICLE III DURATION OF AGREEMENT

- 3.01 **DURATION**. This Agreement shall be effective when executed by both parties' authorized representatives and the duration shall be ongoing unless terminated in writing by either party pursuant to Article VIII.

ARTICLE IV COMPENSATION

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

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

ARTICLE V PERFORMANCE OF AGREEMENT

- 5.01 **COMPLIANCE WITH ALL LAWS**. Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 5.02 **COMPLIANCE WITH STANDARDS AND SPECIFICATIONS**. All work shall be completed per the standards and specifications of the party owning the respective property. Where applicable, if there is no local standard or specification for the work to be performed, the acting party shall comply with WSDOT standards and specifications. If there is no WSDOT

standard or specification, the acting party may complete the work as it would to its own property, and at minimum, to local industry standards.

- 5.03 **MAINTENANCE AND AUDIT OF RECORDS**. Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review, and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents, and other materials for the applicable retention period under federal and Washington law.
- 5.04 **ON-SITE INSPECTIONS**. Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations, and ordinances.
- 5.05 **TREATMENT OF ASSETS AND PROPERTY**. No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- 5.06 **IMPROPER INFLUENCE**. Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
- 5.07 **CONFLICT OF INTEREST**. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
- 5.08 **ASSIGNMENT AND SUBCONTRACTING**. No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties' authorized representatives.
- 5.09 **NOTICE**. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be in writing and shall be given as follows:

To Kittitas County:

Public Works Director
411 North Ruby Street, Suite 1
Ellensburg, WA 98926

To Benton County:

Public Works Manager
102206 Wiser Parkway
Kennewick, WA 99338

**ARTICLE VI
INDEMNIFICATION**

- 6.01 **INDEMNIFICATION**. Each party agrees to and shall defend, indemnify, and hold harmless the other party, its appointed and elective officials, officers, agents, and employees, from and against all loss or expense, including, but not limited to judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the party to be indemnified, its elected or appointed officials, officers, agents, or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, when such injury to persons or damage to property is due to the negligence of indemnifying party, its elected officials, officers, employees, or their agents, except when such injury or damage shall have been occasioned by the sole negligence of the party seeking indemnity, its appointed or elected officials, officers, agents, or employees. It is further provided that no liability shall attach to a party by reason of entering into this Agreement, except as expressly provided herein. Kittitas expressly waives the immunity under Title 51 RCW (Industrial Insurance statutes) and acknowledges that its waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that its promise to indemnify and hold harmless applies to all claims filed by and/or injuries to its own employees.
- 6.02 **SURVIVAL OF INDEMNITY OBLIGATIONS**. The parties agree all indemnity obligations shall survive the completion, expiration, or termination of this Agreement.

**ARTICLE VII
DISPUTES**

- 7.01 **TIME**. Time is of the essence of this Agreement.
- 7.02 **GOVERNING LAW AND VENUE**. In the event of a dispute regarding the enforcement, breach, or interpretation of this Agreement, Kittitas's Public Works Director and the Benton County Administrator shall first meet in a good faith attempt to resolve such dispute. In the event they are unable to resolve such dispute, either individually or with the assistance of a mediator, the dispute shall be resolved by arbitration pursuant to RCW 7.04A; with venue being placed in Benton County, Washington; with all parties waiving the right of a jury trial upon de novo appeal, if any.
- 7.03 **ATTORNEY'S FEES**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration, or proceeding.

**ARTICLE VIII
TERMINATION**

- 8.01 **TERMINATION**. Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only

for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE IX GENERAL PROVISIONS

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

Task assignments, insofar as they are considered changes, modifications, or amendments, shall be exempt from adoption by resolution of Benton's legislative authority, instead being adopted by signature of Benton County's Public Works Manager, per Item 2.02.

9.02 **ASSIGNMENT**. Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

9.03 **SEVERABILITY**. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

9.04 **ENTIRE AGREEMENT**. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference will be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th day of October, 2023.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Chair

Chair Pro Tem

Commissioner

APPROVED:

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON

[Signature]

Chairman

[Signature]

Vice Chairman

[Signature]

Commissioner

ATTEST:

By: _____
Clerk of the Board

ATTEST:

By: [Signature]

Clerk of the Board

APPROVED AS TO FORM:

By: [Signature]

Deputy Prosecuting Attorney



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023
Subject:	Authorization to pay maintenance fees and on-site services to Cascade Software Systems, Inc.
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract

Summary / Background Information

On September 29, 2003, Resolution 03-546 authorized the purchase of cost accounting software from Cascade Software Systems Inc. Appendix B of said contract stated an Annual Maintenance Agreement would be submitted at a later date. On January 9, 2004, the County Engineer entered into an Agreement for Maintenance and System Services which stated it shall be automatically renewed annually on the anniversary date unless terminated by either party within thirty days of said date. In addition to the maintenance fee, Benton County will pay hourly rates for programming and SQL/DBE services above and beyond the scope of normal maintenance. A written renewal notice with updated maintenance and upgrade fees and hourly programming rates is to be submitted to Benton County no later than 60 days prior to the anniversary date.

Cascade Software Systems, Inc. in accordance with the agreement, submitted the maintenance and upgrade fee for 2024 in the amount of \$17,234.18 and hourly billable rates of \$170.00 per hour for programming, \$185.00 per hour for SQL/DBE and Project Management services, and \$185.00 for on-site time services.

Fiscal Impact

Amount: \$22,234.18 excluding WSST

Fund: Road Fund

Recommendation

It is recommended that the Board of County Commissioners authorize payment to Cascade Software System, Inc. for the maintenance and upgrade fee for 2024 in an amount not to exceed \$17,234.18 and additional billable programming hours and on-site services for 2024 in an amount not to exceed \$5,000.00 excluding WSST.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: AUTHORIZATION TO PAY MAINTENANCE AND UPGRADE FEES AND HOURLY RATES FOR PROGRAMMING AND SQL/DBE AND ON-SITE SERVICES TO CASCADE SOFTWARE SYSTEMS, INC., EUGENE, OREGON,

WHEREAS, on September 29, 2003, Resolution 03-546 authorized the purchase of cost accounting software from Cascade Software Systems Inc.; and

WHEREAS, Appendix B of said contract stated an Annual Maintenance Agreement would be submitted at a later date; and

WHEREAS, on January 9, 2004, the County Engineer entered into an Agreement for Maintenance and System Services which stated it shall be automatically renewed annually on the anniversary date unless terminated by either party within thirty days of said date; and

WHEREAS, in addition to the maintenance fee, Benton County will pay hourly rates for programming and SQL/DBE services above and beyond the scope of normal maintenance; and

WHEREAS, a written renewal notice with updated maintenance and upgrade fees and hourly programming rates is to be submitted to Benton County no later than 60 days prior to the anniversary date; and

WHEREAS, Cascade Software Systems, Inc. in accordance with the agreement, submitted the maintenance and upgrade fee for 2024 in the amount of \$17,234.18 and hourly billable rates of \$170.00 per hour for programming, \$185.00 per hour for SQL/DBE and Project Management services, and \$185.00 for on-site time services; and **NOW, THEREFORE,**

BE IT RESOLVED that the Board of County Commissioners authorizes payment to Cascade Software System, Inc Eugene, Oregon for the maintenance and upgrade fee for 2024 in an amount not to exceed \$17,234.18 excluding WSST; and

BE IT FURTHER RESOLVED, that the Board authorizes payment for billable programming hours and on-site services for 2024 in an amount not to exceed \$5,000.00 excluding WSST.

Dated this 12th day of December 2023.

Chairman

Chairman Pro-Tem

Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023
Subject:	Authorization to purchase a 2024 Ford F-150 Truck from Clary Longview, LLC dba Bud Clary Ford/Hyundai utilizing WA State Contract No. 05916
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

In accordance with the Benton County Equipment Rental and Revolving Fund (ER&R) policy and procedures, the Fleet Manager has identified equipment #598 that is in need of replacement. This vehicle is currently in the ER&R replacement program.

Clary Longview, LLC is the current state contract vehicle vendor and has the vehicle available for purchase off Washington State Contract No. 05916.

The Fleet Manager recommends purchasing the 2024 Ford F-150 Truck to replace vehicle #598 and that vehicle #598 be declared surplus and disposed of pursuant to County surplus policies. The Agreement has been reviewed and approved by our deputy prosecuting attorney and has been signed by Clary Longview, LLC dba Bud Clary Ford/Hyundai.

Fiscal Impact

Amount: \$56,556.00 excluding WSST

Fund: ER&R Replacement Fund

Recommendation

The Fleet Manager recommends the Board authorize the purchase of a 2024 Ford F-150 Truck for use by the Public Works Department in an amount not to exceed \$56,556.00 excluding WSST from Clary Longview LLC, dba Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916 and place the vehicle in the ER&R replacement program.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A 2024 FORD F150 TRUCK FROM CLARY LONGVIEW, LLC DBA BUD CLARY FORD/HYUNDAI UTILIZING WASHINGTON STATE CONTRACT NO. 05916 FOR USE BY THE PUBLIC WORKS DEPARTMENT

WHEREAS, in accordance with the Benton County Road Department Equipment Rental and Revolving Fund (ER&R) policy and procedures, the Fleet Manager has identified equipment #598 is in need of replacement; and

WHEREAS, Washington State Contract No. 05916 allows for the purchase of vehicles from Clary Longview, LLC dba Bud Clary Ford/Hyundai Longview, WA; and

WHEREAS, vehicle #598 will be replaced with a 2024 Ford F150 Truck; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of this vehicle utilizing the Washington State Contract No. 05916, has been approved and signed by our Deputy Prosecuting Attorney, and has been signed by Clary Longview, LLC dba Bud Clary Ford/Hyundai; and

WHEREAS, the Fleet manager recommends purchasing the 2024 Ford F150 Truck to replace vehicle #598; and

WHEREAS, vehicle #598 should be declared surplus and disposed of pursuant to County surplus property policies; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the Purchase of a 2024 Ford F150 Truck, with the total amount not to exceed \$56,556.00 excluding WSST from Clary Longview, LLC dba Bud Clary Ford/Hyundai, Longview, WA, utilizing Washington State Contract No. 05916; and

BE IT FURTHER RESOLVED, vehicle #598 is declared surplus and may be disposed of; and

BE IT FURTHER RESOLVED, the Chairman or Chairman Pro-tem is hereby authorized to sign said Purchase Agreement.

Dated this 12th day of December 2023

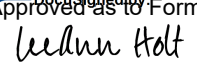
Chairman of the Board

Chairman ProTem

Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

<h2 style="margin: 0;">PURCHASE AGREEMENT</h2> <h3 style="margin: 0;">Benton County, Washington</h3> <p style="margin: 0;">Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350</p>		RESOLUTION No: _____ Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.		
Vendor: Clary Longview, LLC dba Bud Clary Ford/Hyundai Vendor Code: W403 Vendor Contact: Marie Tellinghiusen ford.orders@budclary.com Vendor Contact Phone: 360-423-4321 x10945 Vendor Principal Place of Business: 700 7th Ave, Longview, WA 98632		AGREEMENT: In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.		
Ship To: Benton County 102808 Wisser Parkway Kennewick, WA 99338				
Bill To: Benton County 102808 Wisser Parkway Kennewick, WA 99338		P.O. Date: 11/7/2023		
		Est Qty	Unit Price	Total Price
Quote #	WA State Contract 05916-Motor Vehicles			
2023-11-136	2024 Ford F150 Pickup, 4WD	1	56,556.00	56,556.00
through the Washington State Master Contract Usage Agreement-Contract No. 05916 per the attached quote				
Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916. Payment will be made to: Clary Longview, LLC, P. O. Box 127, Longview, WA 98632		SUB TOTAL = \$ 56,556.00 SALES TAX = 4,807.26 TOTAL ORDER = \$ 61,363.26		
This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05916 between the State of Washington Department of Enterprise Services and Clary Longview, LLC dba Bud Clary Ford/Hyundai. Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.		Questions and Clarifications should be Addressed to Buyer Contact: Contact: Michael McGhan Address: 102808 Wisser Parkway Kennewick, WA 99338 Phone: 509-539-4769 Email: michael.mcghan@co.benton.wa.us		
Approved as to Form  _____ LeeAnn Holt, Civil Deputy Prosecuting Attorney		11/30/2023		

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

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

Vendor Name (Print): Kathleen Brennan Title: Fleet Coordinator Date: 11/30/2023

Vendor Signature: DocuSigned by:
Kathleen Brennan
UCE15CA541C84E4...

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

Danica Hope

From: Michael McGhan
Sent: Monday, November 20, 2023 8:08 AM
To: Danica Hope
Subject: FW: [EXTERNAL] Vehicle Quote - 2023-11-136 - BENTON COUNTY - 10300

Follow Up Flag: Follow up
Flag Status: Flagged

Danica,
Can you put together a resolution to purchase this vehicle?
Thank you

From: NOREPLY@des.wa.gov <NOREPLY@des.wa.gov>
Sent: Tuesday, November 7, 2023 6:40 AM
To: Michael McGhan <Michael.McGhan@co.benton.wa.us>
Cc: descarsystem@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2023-11-136 - BENTON COUNTY - 10300

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Vehicle Quote Number: 2023-11-136 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916 Dealer: Bud Clary Ford (W403)	Dealer Contact: Marie Tellinghiusen Dealer Phone: (360) 423-4321 Ext: 10945
--	--

Organization Information

Organization: BENTON COUNTY - 10300 Email: michael.mcghan@co.benton.wa.us Quote Notes: Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (YZ) - 1 Tax Exempt: N
--

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
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2024-0830-0001	2024 Ford F150 4WD	1	\$41,583.00	\$41,583.00
2024-0830-0012	EXTENDED Cab, 4WD, 145WB, 6.5 ft Box, 2.7L V6 EcoBoost w/ Auto Start-Stop Technology, 23MY: 18/24 mpg, 36-Gallon Fuel Tank (6550# GVWR, xxxx# Payload, 3.55 Regular RAR #X19) (X1L/101A/99P/44G/X19/145WB)	1	\$2,246.00	\$2,246.00
2024-0830-0015	Alternative Engine: 5.0L V8 (395HP) (23MY 17/22 mpg) (in lieu of 2.7L V6 EcoBoost) (Includes 10-speed automatic transmission with selectable drive modes) (REG CAB 144WB: 7000#/3.73 EL RAR #XL6) (EXT CAB 145WB: 7100#/3.31 Regular RAR #X27) (CREW CAB 145WB: 7100#/3.31 Regular RAR #X27) (995/44G)	1	\$1,346.00	\$1,346.00
2024-0830-0051	NEW: STX Trim Level Upgrade (Extended Cab Only) (X2L/200A/99P/44G/TTDB)	1	\$4,724.00	\$4,724.00
2024-0830-0054	NEW: STX Trim Only - Tow/Haul Package (Must also order 5.0L V8 Engine #998) (Includes Integrated Trailer Brake Controller; 3.55 electronic-locking rear axle; upgraded rear bumper) (Option available to upgrade rear axle for max tow capability) (53T)	1	\$772.00	\$772.00
2024-0830-0055	NEW: STX Trim Only - Mobile Office Package [Includes console work surface; 400W outlets (cab and bed)] (50M)	1	\$526.00	\$526.00
2024-0830-0056	NEW: STX Trim Only - Mirrors, TRAILER Tow, manual-folding, manually telescoping, power glass trailer tow mirrors with heat, turn signal, high-intensity LED security approach lamps, LED side-mirror spotlights and black skull caps (Must also order Tow/Haul Package #53T) (54Y/59S)	1	\$562.00	\$562.00
2024-0830-0215	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$135.00	\$135.00
2024-0830-0216	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (Ext/Crew Cabs) (DLR)	1	\$114.00	\$114.00
2024-0830-0217	Mud flaps, Front (DLR)	1	\$88.00	\$88.00
2024-0830-0218	Mud Flaps, Rear (DLR)	1	\$88.00	\$88.00
2024-0830-0220	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$47.00	\$47.00
2024-0830-0224	SPRAY-IN Bedliner (DLR)	1	\$552.00	\$552.00
2024-0830-0870	AMBER: Complete Amber Warning Package (All F150 Models): Installation of 2 amber grill lights, 2 amber LED inserts in backup lenses, 54in NROADS lightbar (must specify cabguard or roof mount), and 8 button switch panel. (DWS-F150-A-1) (DW870)	1	\$3,773.00	\$3,773.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$56,556.00
8.5 % Sales Tax:	\$4,807.26
Quote Total:	\$61,363.26

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023	
Subject:	Rescinding Resolution 80-509, 85-6, 88-055 and any other Resolutions Adopting the WSDOT Standard Specifications	
Presenter:		
Prepared By:	D. Hope	
Reviewed By:	M. Mahoney; M. Rasmussen	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

Summary / Background Information

Resolution 80-509 dated October 23, 1980, Resolution 85-6 dated January 7, 1985, and Resolution 88-055 dated February 29th, 1988, adopted the WSDOT Standard Specifications and any future revisions. The County Engineer desires to rescind these resolutions in favor of adopting future editions of the WSDOT Standard Specifications on an annual basis.

Any projects that have currently progressed to ninety percent (90%) or more design will not be required to update to the most current version of the WSDOT Standard Specifications provided that the project will be out to bid and in construction within twelve (12) months of the new Standards being adopted.

Any development that has complete, submitted, and accepted subdivision or permit applications on file will not be required to update to the newest standard specifications and plans provided that the project construction will begin within twelve (12) months of the new standards being adopted.

The County Engineer recommends rescinding Resolutions 80-509 dated October 23, 1980, Resolution 85-6 dated January 7, 1985, and Resolution 88-055 dated February 29th, 1988.

Fiscal Impact

None

Recommendation

The Board of County Commissioners concurs with the County Engineer's recommendation and rescind Resolution 80-509 dated October 23, 1980, Resolution 85-6 dated January 7, 1985, and Resolution 88-055 dated February 29th, 1988 and any other Resolutions adopting the WSDOT Standard Specifications are hereby rescinded.

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 80-509, 85-6 and 88-055 WHICH ADOPTED THE WSDOT STANDARD SPECIFICATIONS

WHEREAS, Resolution 80-509 dated October 23, 1980, Resolution 85-6 dated January 7, 1985, and Resolution 88-055 dated February 29th, 1988, adopted the WSDOT Standard Specifications and any future revisions; and

WHEREAS, the County Engineer desires to rescind these resolutions in favor of adopting future editions of the WSDOT Standard Specifications on an annual basis; and

WHEREAS, any projects that have currently progressed to ninety percent (90%) or more design will not be required to update to the most current version of the WSDOT Standard Specifications provided that the project will be out to bid and in construction within twelve (12) months of the new Standards being adopted; and

WHEREAS, any development that has complete, submitted, and accepted subdivision or permit applications on file will not be required to update to the newest standard specifications and plans provided that the project construction will begin within twelve (12) months of the new standards being adopted; and

WHEREAS, the County Engineer recommends rescinding Resolutions 80-509 dated October 23, 1980, Resolution 85-6 dated January 7, 1985, and Resolution 88-055 dated February 29th, 1988; **NOW, THEREFORE,**

BE IT RESOLVED the Board of County Commissioners concurs with the County Engineer’s recommendation and rescind Resolution 80-509 dated October 23, 1980, Resolution 85-6 dated January 7, 1985, and Resolution 88-055 dated February 29th, 1988; and

BE IT FURTHER RESOLVED, as of this date any other Resolutions adopting the WSDOT Standard Specifications are hereby rescinded.

Dated this 12th day of December, 2023.

Chairman

Chairman Pro-Tem

Attest: _____
Clerk of the Board

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	December 12, 2023	
Subject:	Consolidation Deed for the Justice Center Campus	
Presenter:		
Prepared By:	P. Schut	
Reviewed By:	Robert Blain & Procurement	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i> No signature, since it is a conveyance and not a contract	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion <input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract	

Summary / Background Information

With the purchase of the former Kennewick Fire Station that sits adjacent the Kennewick Justice Center, the need has arisen for the County to do a parcel consolidation to allow proper development of the new property into the large campus.

The Director of Operations and Capital Programs has worked with the City of Kennewick to perform the necessary steps to complete the consolidation. The last remaining step is to sign the Consolidation Deed that was provided by the City of Kennewick and get it recorded with the Benton County Auditor's Office.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends the Board authorize the Chairman or Chairman-Pro Tem to sign the Consolidation Deed.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING CONSOLIDATION DEED FOR THE KENNEWICK JUSTICE CENTER CAMPUS AND OLD KENNEWICK FIRE STATION PROPERTIES

WHEREAS, with the purchase of the former Kennewick Fire Station that sits adjacent the Kennewick Justice Center, the need has arisen for the County to do a parcel consolidation to allow proper development of the new property into the large campus; and

WHEREAS, the Director of Operations and Capital Programs has worked with the City of Kennewick to perform the necessary steps to complete the consolidation; and

WHEREAS, the last remaining step is to sign the Consolidation Deed that was provided by the City of Kennewick and get it recorded with the Benton County Auditor's Office; and

WHEREAS, the Director of Operations and Capital Programs recommends the Board authorize the Chairman or Chairman-Pro Tem to sign the Consolidation Deed; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Director of Operations and Capital Programs' recommendation and authorizes the Chairman or Chairman-Pro Tem to sign the Consolidation Deed.

Dated this 12th day of December 2023.

Chairman

Chairman Pro-Tem

Commissioner

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

AFTER RECORDING MAIL TO:

Purchasing Department
Benton County
7122 W Okanogan Pl., Suite E 330
Kennewick, WA 99336

Reference numbers of related documents:

Grantor(s): Benton County, WA

Grantee(s): Benton County, WA

Abbreviated Legal Description: PTN of the NW ¼ of Section 32, T9N, R29E, W.M.

Assessor's Tax Parcel ID Number: 1-3299-200-0010-005 & 1-3299-200-0001-001

CONSOLIDATION DEED

THE GRANTOR, Benton County, WA, for and in consideration of consolidating tax parcels, conveys and quit claims to Benton County, WA, the following described real estate, situated in the County of Benton, State of Washington, including any interest therein which Grantors may hereafter acquire, for purposes of consolidating the real estate into a single parcel:

LOT A

1-3299-200-0010-005

SECTION 32 TOWNSHIP 9 RANGE 29 QUARTER NW; TRACT 1 AS SHOWN ON RECORD SURVEY NO. 3718: THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF KENNEWICK, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 2 AS DEPICTED ON RECORD SURVEY NO. 1794, RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 94-6745, THENCE NORTH 89°39'00" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2 A DISTANCE OF 204.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°21'00" EAST 275.27 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF A PUBLIC STREET KNOWS AS RIO GRANDE AVE; THENCE NORTH 89°10'00" WEST 660.35 FEET TO THE BEGINNING OF A CURVE TO THE LEFT THE RADIUS POINT WHICH BEARS SOUTH 00°50'00" WEST 70.00 FEET, THENCE TROUGH A CENTRAL ANGLE OF 90°19'00" AN ARC

LENGTH OF 110.34 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF A PUBLIC STREET KNOWN AS NORTH BELFAIR STREET; THENCE SOUTH 00°31'00" WEST 44.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT WHICH BEARS NORTH 89°29'00" WEST 1940.00 FEET; THENCE THROUGH A CENTRAL ANGLE OF 06°14'39" AN ARCH LENGTH OF 211.42 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY SOUTH 44°48'56" EAST 484.13 FEET; THENCE SOUTH 45°11'04" WEST 400.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A PUBLIC STREET KNOWN AS WEST QUINAULT AVE. AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS POINT WHICH BEARS SOUTH 73°10'50" WEST 540.00 FEET; THENCE WEST 210.93 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY SOUTH 89°29'00" EAST 474.62 FEET; THENCE NORTH 45°11'04" EAST 853.54 FEET; THENCE NORTH 44°48'56" WEST 589.43 FEET; THENCE NORTH 00°21'00" WEST 22.31 FEET TO THE SAID TRUE POINT OF BEGINNING.

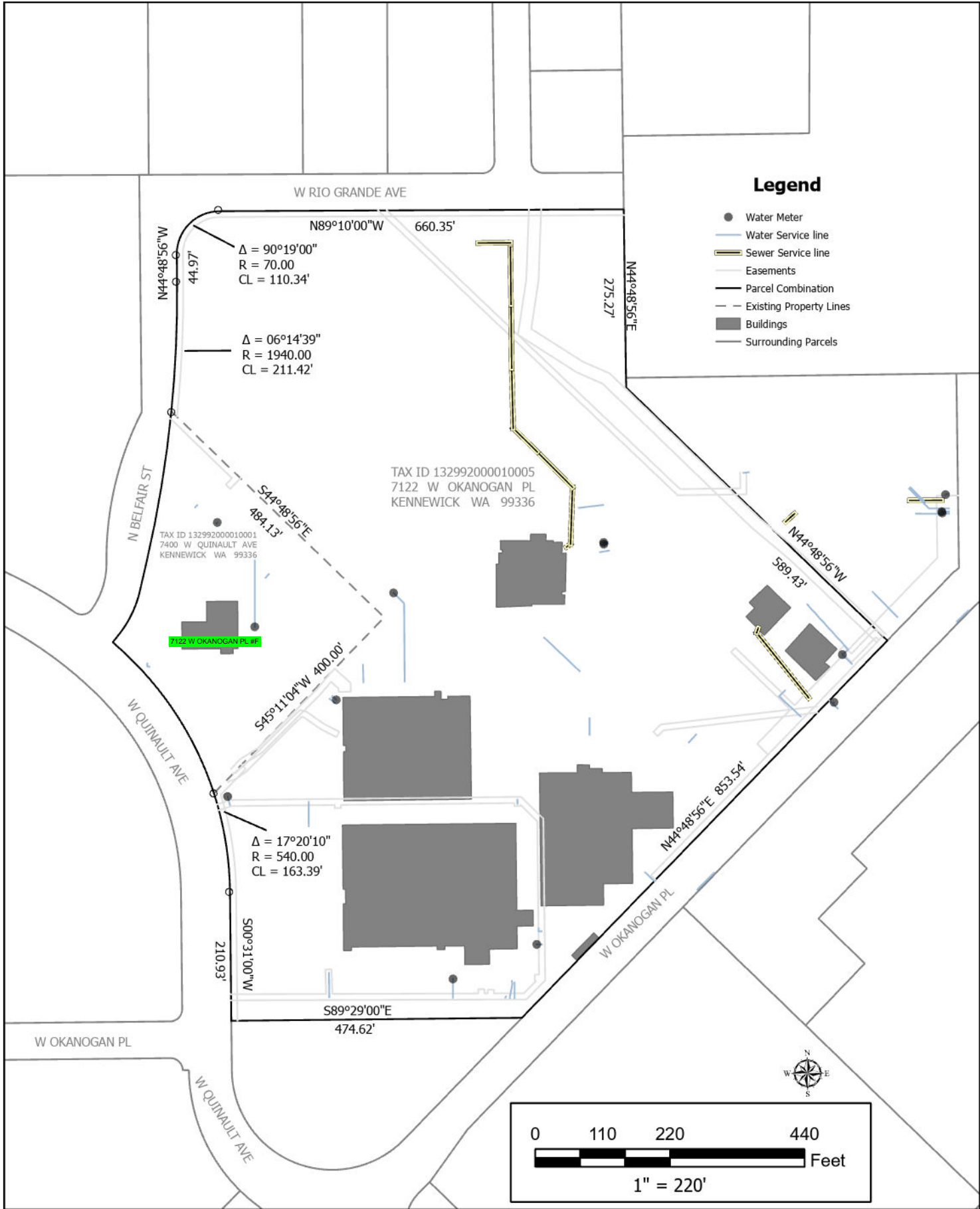
Together with;

LOT B
1-3299-200-0001-001

SECTION 32 TOWNSHIP 9 RANGE 29 QUARTER NW; THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING EASTERLY OF NORTH BELFAIR STREET RIGHT OF WAY AND LYING EASTERLY AND NORTHEASTERLY OF WEST QUINAULT AVE RIGHT OF WAY AND ALSO LYING SOUTHWESTERLY AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 00°31'00" WEST ALONG THE WEST LINE THEREOF 792.40 FEET; THENCE SOUTH 89°10'00" EAST 660.00 FEET; THENCE SOUTH 00°31'00" WEST 338.76 FEET; THENCE SOUTH 44°48'56" EAST 68.18 FEET TO THE EASTERLY RIGHT OF WAY OF NORTH BELFAIR STREET RIGHT OF WAY AND THE BEGINNING OF SAID LINE;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 44°48'56" EAST 484.13 FEET; THENCE SOUTH 45°11'04" WEST 400.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID WEST QUINAULT AVENUE AND THE TERMINUS OF SAID LINE.



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12/12/2023	
Subject:	Agreement with GovEase Auction, LLC	
Presenter:		
Prepared By:	Veronica Bivins	
Reviewed By:	Kirsten Yniguez	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The Benton County Treasurer would like to enter the second amendment to Resolution 2022-392, amended by Resolution 2022-971 to extend the expiration date as permitted by Section 2 of the Contract. GovEase Auction, LLC provides services to conduct online property tax foreclosure sales.

Fiscal Impact

The cost will not exceed \$3,500.00 (including W.S.S.T) per year and will be paid out of the Treasurer's O&M Fund, Department 124 budget.

Recommendation

Approve resolution.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT (RESOLUTION 2022-392, AMENDED BY RESOLUTION 2022-971) BETWEEN BENTON COUNTY AND THE GOVEASE AUCTION, LLC.

WHEREAS, per resolution 2022-392 dated June 7, 2022, and as amended per resolution 2022-971, dated December 20th, 2022, the Board of Benton County Commissioners entered into a Personal Service Contract with GovEase Auction, LLC for “conducting online property tax foreclosure sales”; and

WHEREAS, the proposed Second Amendment to the Contract is necessary to exercise Benton County’s option to extend the expiration date as permitted by Section 2 of the contract;

WHEREAS, the Second Amendment has been reviewed, revised and approved as to form by the department’s Deputy Prosecuting Attorney, signed by GovEase Auction, LLC, and is recommended for approval by the Treasurer; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached Second Amendment to the Personal Services Contract amending the expiration date to December 31, 2024; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board or Chairman Pro Tem to sign the Second Amendment to the Personal Services Contract with GovEase Auction, LLC attached hereto; and

BE IT FURTHER RESOLVED, that Resolution No. 2022-392 is hereby amended.

Dated this _____ day of _____, 2023.

Chairman of the Board/ Chairman Pro Tem

Member

Member

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

Attest.....
Clerk of the Board

**SECOND CONTRACT AMENDMENT
to the
PERSONAL SERVICES CONTRACT**

THIS SECOND 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 GovEase Auction, LLC, with its principal offices at 2080 Main St., 2nd Floor, Madison, MS 39110 (hereinafter "CONTRACTOR").

WHEREAS, the parties entered into a Personal Services Contract dated June 7, 2022, as amended on December 20th, 2022 (the "CONTRACT") to conduct online property tax foreclosure sales.

WHEREAS, this Second Amendment is necessary to exercise Benton County's option to extend the expiration date as permitted by Section 2 of the CONTRACT.

NOW THEREFORE, the parties agree that all provisions of the CONTRACT remain in effect except for the following amendment:

1) **Section 2. Duration of Contract:** shall be amended by replacing the first sentence with the following:


The term of this Contract shall begin immediately upon execution by the COUNTY, and shall expire on December 31, 2024.

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

GovEase Auction, LLC

Chairman of the Board / Chairman Pro Tem



Signature
VP, Operations

Title
Margaret Cerutti

Print Name ✓

Date: _____

Date: 11/27/23

Approved as to Form:



Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	12 December 2023	
Subject:	Targeted Urban Areas – Horn Rapids Triangle (North Richland)	
Presenter:	Adam J. Fyall	
Prepared By:	AJF	
Reviewed By:	AJF	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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>	
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contracts

Summary

Today's action would recognize the "Horn Rapids Triangle" in North Richland as the first Targeted Urban Area ("TUA") in Benton County and in the state of Washington. It would further direct staff to develop a County TUA program in collaboration with the City of Richland, and to accept an initial TUA application.

Background

Communities around the country and around the world are all chasing companies that provide higher-wage jobs in value-added industries, and communities are getting more creative and more aggressive in attracting and retaining these employers. A new tool in the tax incentive category that we have in Washington is "targeted urban areas." TUAs are designed to promote the attraction and retention of aerospace, biomedicine, energy, and other similar companies in manufacturing-oriented industries.

TUAs are assumed to primarily be a tool available to cities, hence "urban" in the name. However counties can have their own TUAs that are completely independent of a city, and counties can recognize and utilize TUAs that are designated within cities, thus compounding a TUA's impact.

Taking advantage of this new tax exemption detailed in RCW 84.25 is the City of Richland, which designated the first TUA in the state this year. Named the "Horn Rapids Triangle" the TUA is 4,324 acres located in North Richland (see map, [Attachment A](#)). Commissioners may recall that Richland and TRIDEC staff visited the Board during the May 2 regular meeting to discuss this in greater depth.

Richland has approved one application for tax exemption within the TUA already this year (ATI Inc), and expects at least one more application in the near future.

The incentive for the applicant is relief from paying property taxes on new construction for a period of up to 10 years (Richland is using the full 10 years, and staff recommends that the County do the same). In the case of ATI, the County Assessor estimates this savings to ATI will be in the aggregate neighborhood of about \$2.5 million over the course of the decade. ATI stated that this savings, plus an anticipated savings from a possible similar County incentive (estimated at about \$1 million), was a major factor in their decision to double the size of their operation and workforce in Richland (current workforce is about 125 full-time employees).

Under this arrangement, the beneficiary still pays property taxes on existing land and improvements, and pays all other business, sales, and other taxes. At the end of the 10 years, property taxes are applied to the new construction that was previously exempted.

In the case of the Horn Rapids Triangle, Richland is the “governing authority” that created the TUA. The County, by resolution can extend the same property tax exemptions to an applicant (like ATI) within that TUA. *This is not what is under consideration today*, but staff plans to bring an application from ATI forward in the near future.

Today's Action

The intent of the resolution before the Board today is to:

- Recognize and describe the Horn Rapids Triangle TUA created by the City of Richland, and noting that the County is prepared to receive and process applications for TUA tax exemptions from qualified applicants from within the TUA.
- Direct staff to create a process for receipt and processing of such applications, and that this process should be made simple and efficient for all parties, including marrying-up with Richland to create a process that is as streamlined and integrated as possible.

Fiscal Impact

There are no fiscal impacts associated with today's action, specifically. However the assumption is that by deciding to participate in TUAs going forward, Benton County will have fiscal impacts in the future based on case-by-case TUA actions.

There are no *direct costs* to the County associated with TUAs and the offering of tax break incentives TUAs make possible. Fiscal impacts to the County will come in the form of the nonrealization of certain property tax revenues for up to 10-year periods. In these individual cases, Benton County will not collect property taxes on qualified new construction for a period of up to 10 years, but then *will* collect those property taxes thereafter after the grace periods expire. Said grace periods can be up to 10 years, and 10 years is what the City is offering within the Horn Rapids Triangle. As such, staff recommends a congruent and concurrent grace period.

Staff has developed a draft application for discussion and reference ([Attachment B](#)).

Recommendation

Staff recommends passing the resolution recognizing the Horn Rapids Triangle Targeted Urban Area, and then proceeding with development of a TUA process, beginning with review of an application to be received from ATI Inc.

Motion

"I move for passage of the resolution recognizing the Horn Rapids Triangle Targeted Urban Area in North Richland and directing staff to develop the Targeted Urban Area program in coordination with the City of Richland and in accordance with state law."

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RECOGNIZING PORTIONS OF THE “HORN RAPIDS TRIANGLE” WITHIN THE CITY OF RICHLAND AS A TARGETED URBAN AREA FOR THE PURPOSE OF AN INDUSTRIAL AND MANUFACTURING TAX EXEMPTION

WHEREAS, the Washington State Legislature finds that it is critical for Washington to promote its continued strength in the fields of aerospace, biomedicine, energy, technology, and other industries that will provide ‘family living-wage’ job growth; and,

WHEREAS, the Washington State Legislature also finds that many cities and counties planning under the Growth Management Act (Chapter 36.70A RCW) have designated and zoned lands for industrial and manufacturing uses; and,

WHEREAS, the industrial and manufacturing industries provide ‘family living-wage’ jobs; and,

WHEREAS, in 2021, approximately 38% of Benton County workers earned less than the state-defined ‘family living-wage’ of \$23.00 per hour; and,

WHEREAS, competing states and regions utilize a variety of industrial recruitment incentives to attract industries offering these ‘family living-wage’ jobs; and,

WHEREAS, Chapter 84.25 RCW provides local governments with the opportunity to exempt certain properties from property taxes for the value of new construction of industrial and manufacturing facilities in designated areas to encourage new manufacturing and industrial uses on undeveloped or underutilized lands zoned for said uses as a means to increase employment opportunities for ‘family living-wage’ jobs, these being referred to as a *Targeted Urban Area* (“TUA”); and,

WHEREAS, Benton County, the Tri-Cities Development Council, and the cities and port districts within the county have identified manufacturing and research and development – specifically in the fields of clean energy and technology – as target industries for recruitment to increase jobs and diversify the workforce and tax base of Benton County to balance with agriculture, retail, and the Hanford Site; and,

WHEREAS, the City of Richland, specifically, is at the vanguard of the Legislature’s new initiative, being the first in the state to take advantage of the provisions of 84.25 RCW; and,

WHEREAS, the establishment of a Targeted Urban Area comprised of manufacturing and industrial zones – in Richland today, and possibly elsewhere in Benton County in the future – may incentivize businesses to consider Benton County above other places when making acquisition and location decisions; and,

WHEREAS, an area of approximately 4,324 acres in northern Richland located in and around the Horn Rapids Industrial Park, Richland Airport, and Port of Benton Industrial Park, as shown in **Exhibit A** attached hereto and sometimes referred to as the “Horn Rapids Triangle”, is zoned by the City as a combination of Medium Industrial (I-M) and Heavy Industrial (M-2); and,

WHEREAS, as the “governing authority” for the Horn Rapids Triangle area, the City of Richland set upon the process outlined by the Legislature in 84.25 RCW for creation of the state’s first TUA, including the publication of findings and the holding of a public hearing on the matter; and,

WHEREAS, by Resolution № 2023-10, adopted by the Richland City Council on January 17, 2023, the City formally designated the 4,324-acre area described herein as a Targeted Urban Area where the available local property tax incentives were implemented effective immediately; and,

WHEREAS, as provided by 84.25.040(4) RCW, any county may by resolution apply the same exemptions from property taxes for the value of new construction of industrial and manufacturing in city-established TUAs; and,

WHEREAS, by this resolution Benton County recognizes the creation of the TUA in the Horn Rapids Triangle area by the City of Richland, notes that the Benton County Assessor has also been made aware of the TUA, and understands that additional TUAs may be created elsewhere in Benton County in the future; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners as follows:

1. The 4,324-acre "Horn Rapids Triangle" Targeted Urban Area designated by the City of Richland on January 17, 2023 and depicted in **Exhibit A** is hereby recognized by Benton County as its own.
2. Benton County shall consider applications for certain tax incentives as allowed by 84.25 RCW from companies proposing qualifying construction activities within the Horn Rapids Triangle TUA, following the rules, regulations, stipulations, and guidance provided in the state law.
3. County staff is directed to establish a parallel process to be run concurrently and in tandem with the City's for the maximum efficiency and benefit of County and City staffs and the applicants; however the County's review and approval of applications will remain separate and distinct.
4. Changes to the existing Horn Rapids Triangle TUA or any new TUAs established within the County will need to be similarly vetted and recognized by the Board of Commissioners in order for any related tax incentives to be considered for companies within those jurisdictions.
5. Benton County's recognition of the Horn Rapids Triangle TUA shall remain in effect until repealed by state law, or by action of the Richland City Council or Board of County Commissioners.

Dated this 12th day of December 2023.

Chairman of the Board

Commissioner

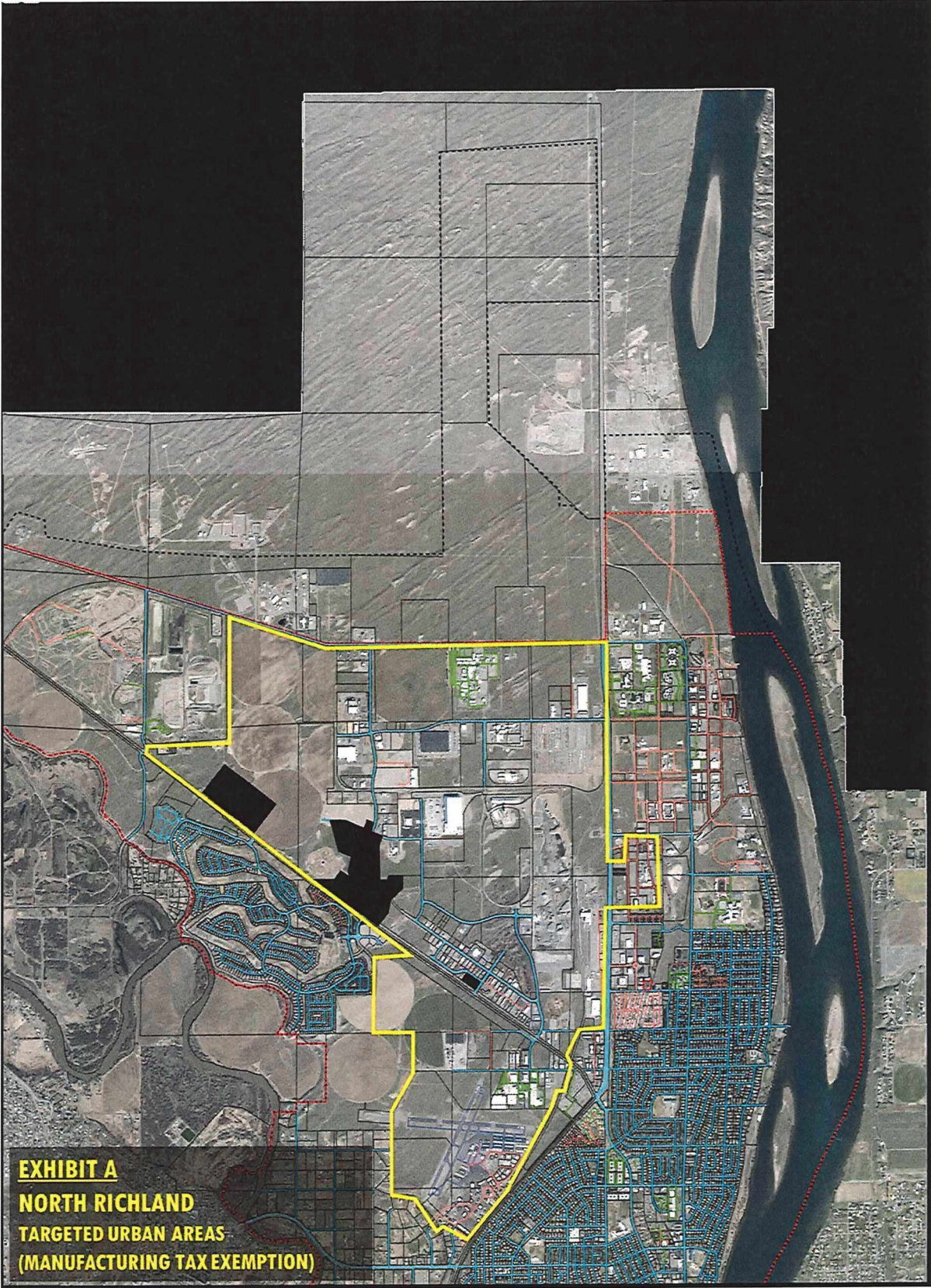
Commissioner

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

cc: Benton County Assessor, Auditor, Treasurer, & Prosecutor (Godinez)
City of Richland, Tri-Cities Development Council, Benton-Franklin Council of Governments

Prepared by: A.J. Fyall





PROPERTY TAX EXEMPTION APPLICATION FOR INDUSTRIAL/MANUFACTURING USES (CHAPTER 84.25 RCW)

ALL SECTIONS MUST BE COMPLETED

FOR AGENCY USE	Date:	Application #	FEE: \$500 Credit Card #	
			Exp. Date	CVV
PROPERTY INFORMATION				
Project Name				
Ownership Company				
Site Address		Tax Parcel ID		
MAIN CONTACT				
Applicant Name				
Address				
City, State, Zip				
Work Phone		Mobile Phone		
Email				
PROJECT INFORMATION				
Standard Industrial Class (SIC)	SIC – D: Manufacturing #	SIC – E: Transportation #		
Project Description (Attach additional pages, if needed)				
Project Cost \$	Industrial/Manufacturing Uses Only \$	Total Building Costs \$		
Square Footage of Existing Building	Proposed Exemption Square Footage (new buildings only)	Total Building Square Footage (upon completion)		

EMPLOYEE INFORMATION

1. Will the business offer healthcare benefits? Yes No
2. How many permanent, full-time (2,080 hours/year) positions will be created? _____
3. How many of the new positions created will be paid a minimum living wage of \$23/hour or more? _____
4. Will the business compensate workers at prevailing wage rates? Yes No
5. Will the business procure from/ contract with women-owned, minority-owned, or veteran-owned businesses? Yes No
6. Will the business procure from/contract with entities with a history of federal and state wage and hour law and regulation compliance? Yes No
7. Will the business use apprenticeships from state-regulated apprenticeship programs? Yes No
8. Will the business provide for preferred entry for workers living in the area where the project is constructed? Yes No
9. Will the business maintain certain labor standards for workers employed primarily at the facility after construction is complete, including production, maintenance, and operational employees? Yes No
10. Is the subject parcel located within the boundary of the established City/County Targeted Urban Area? Yes No

EXEMPTION CERTIFICATIONS

<input type="checkbox"/>	I understand the potential tax liability involved when the property ceases to be eligible for the incentive provided under Chapter 84.25 RCW.
<input type="checkbox"/>	The project meets the industrial/manufacturing requirements described in Chapter 84.25 RCW.
<input type="checkbox"/>	There are no existing building improvements on the portion of the property targeted for the tax exemption.
<input type="checkbox"/>	I understand that the new construction of industrial/manufacturing facilities must meet all of the City of Richland's construction and development regulations.
<input type="checkbox"/>	I understand that this waiver pertains only to the County's portion of property taxes related to the building improvements. The improved valuation of the land and the taxing authority of other jurisdictions is not a part of this tax incentive program.
<input type="checkbox"/>	I understand that I will be required to enter into and abide by an agreement with Benton County to implement the program requirements of Chapter 84.25 RCW.
<input type="checkbox"/>	I understand that construction of the industrial/manufacturing facility must be completed in three (3) years from the date the application is approved.
<input type="checkbox"/>	I understand that the value of new construction of industrial/manufacturing facilities is exempt under RCW 84.25 for ten (10) consecutive years beginning January 1st of the year immediately following the calendar year of issuance of a certificate of tax exemption. I further understand there are no extensions of this 10-year timeframe.
<input type="checkbox"/>	I understand that Benton County's decision regarding the tax exemption is final.
<input type="checkbox"/>	I understand that the County will require certification of project completion.
<input type="checkbox"/>	I understand the requirement to annually report, for the duration of the exemption, the number of jobs created.
<input type="checkbox"/>	I certify that this project would not have been built in Richland and Benton County but for the availability of the tax exemption.

ACKNOWLEDGEMENT

My signature below certifies that I am the property owner or legal agent of the property owner with lawful authority to submit this application. My acknowledgment of the Exemption Certifications above indicates my understanding thereof.

I declare under penalty of perjury under the law of the state of Washington that the foregoing is true and correct.

Signed this _____ day of _____, 20____ in _____, _____
(city) (state)

Printed Name: _____

Signature: _____

If your application is approved, the County will issue a conditional certificate of acceptance of the tax exemption within ninety (90) days after receipt of the application. The certificate will contain a statement by a duly authorized administrative official of Benton County that the property has complied with the requirements of Chapter 84.25 RCW. This exemption would completely separate from though possibly in addition to any exemption accepted and authorized by the City of Richland.

Denied applications may be appealed to the Benton County Board of Commissioners within thirty (30) days of the denial. The appeal must be based on the existing record. The applicant bears the burden to prove that the County's decision was not supported by substantial evidence. Benton County's decision on appeal is final.