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, January 30, 2024 - 9:00 AM
Benton County Courthouse, Prosser WA

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx (linked below):
https://www.bentoncountywa.gov/agenda/commissioners

Call to Order

Pledge of Allegiance

Approval of Minutes: January 23, 2024

Review Agenda

Public Comment

To provide public comment, please come forward (if in-person), call 509-460-4941, or raise your hand in WebEx. Once called upon by the Chairman, state your name and address for the record and keep comments to 3 minutes or less.

Consent Agenda

Auditor

a. Accounts Payable ~ Check Posting List for 01/19/2024
b. Accounts Payable ~ Check Posting List for 01/22/2024

Commissioners

c. Request for Proposals for Behavioral Health Field Responder Team

Corrections

d. Contract w/ARC Services, LLC for Defensive Tactics Training

Fairgrounds

e. Contract w/Unruh Management & Consulting, LLC for Providing Alcohol Services

Information Technology

f. Statement of Work w/Journal Technologies, Inc. for eProsecutor Software for Prosecuting Attorney's Office
g. Copier Lease Agreement w/Ricoh USA, Inc. for the Sheriff's Office
h. Purchase of One Laptop, Dock Station & Two Monitors From Dell, Inc. for Human Services
i. Approving 1-year OnBase Maintenance Invoice to Renew OnBase Support Services Including TruFiling Subscription Costs for Clerk's Office and District Court from i3-ImageSoft, LLC

Public Works
- j. Line Item Transfer, Fund No. 1010, Dept. No. 500 for Interfund Professional Services

Purchasing
- k. Ratifying Change Order Proposal No. 4 to Hummel Construction & Development Contract for Rattlesnake Mountain Shooting Facility Training Center Project

Sheriff
- l. Extension of Contract w/Department of Energy for Law Enforcement Services
- m. Authorization for the Advertisement and Bid Process for New Jet Boat – CB 24-06

Sustainable Development
- n. Amending the Urban Area in North Richland for Property Tax Exemptions

Treasurer
- o. Cancellation of Uncollectible Personal Property Taxes

Scheduled Business

2024 Benton County Legislative Agenda ~ A Fyall

Benton-Franklin Council of Governments Semi-Annual ARPA Report to the Board ~ A Fyall & Zach Ratkai

Grant Funding w/WA State Park & Recreation Commission for the Federal Financial Assistance Grant & Boating Safety Programs ~ Commander Mathew Clarke

WA State Office of Public Defense for Simple Possession Advocacy & Representation Program Grant ~ C Dow

Line Item Transfer in Treasure's Office for Prosser Office Supervisor – K Spencer

Other Business

Executive Session

4th Quarter 2023 Litigation Update ~ R Brown

Adjournment

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

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Minutes – Board of County Commissioners

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, January 23, 2024, 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; Human Resources Manager, Carlee Nave; Community Development Director, Greg Wendt; Public Works Manager, Matt Mahoney; Road Maintenance Manager, Clayton Rawlings; Clerk, Josie Delvin; Treasurer, Ken Spencer; Security Program Coordinator, Steve Caughey; Chief of Corrections, Robert Guerrero; Custody Lt., Kasey Kist; Planning Manager, Michelle Mercer; Information System Analyst III, Tim Brown;

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of January 9, 2024 were approved.

Review Agenda

None.

Public Comment

Todd Thornock briefly spoke about a Short Plat that is scheduled on the agenda for a Public Hearing during this meeting.

Jim Atkins spoke online regarding the Commissioner Worksheet and requested that LIT and RFP be spelled out for clarification.

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Consent Agenda

MOTION: Commissioner Alvarez moved to approve the consent agenda items "a" through "oo" but pulled item "kk" for further work; as well as items "mm" and "nn" further discussion.

"kk" Extension of Contract with Department of Energy for Law Enforcement Services
"mm" First Amended Contract to Resolution 2023-518 with Chad Peterschick Law Enforcement Perspectives for As Needed Investigative and Consulting Services
"nn" First Amended Contract to Resolution 2023-767 with Chad Peterschick Law Enforcement Perspectives for Internal Investigation Services

Commissioner McKay seconded and upon vote, the Board approved the following:

Auditor

a. 2024 Canvassing Board Appointment
b. Line-Item Transfer, Fund No. 00110, Dept.102 for Salary on Temporary Promotion
c. First Contract Amendment with Modus Technologies, Inc. for Scanning and Indexing Historical Documents
d. Payroll ~ Check Posting List for 01/05/2024
e. Accounts Payable ~ Check Posting List for 01/05/2024
f. Accounts Payable ~ Check Posting List for 01/10/2024
g. Accounts Payable ~ Check Posting List for 01/11/2024
h. Accounts Payable ~ Check Posting List for 01/12/2024A
i. Accounts Payable ~ Check Posting List for 01/12/2024B
j. Accounts Payable ~ Check Posting List for 01/16/2024
k. Payroll ~ Check Posting List for 01/16/2024

Commissioners

l. Surplus and Disposition of Personal Property
m. Benton County Tax Levy for 2024

Corrections

n. Contract with Columbia Cleaners for Dry Cleaning and Laundry Services for Corrections and Sheriff's Office
o. Second Contract Amendment with Keefe Commissary Network for Inmate Commissary Services
p. Authorization for the Advertisement and Bid Process for the Benton County Jail Door System Upgrade, Interview Area and Laundry Security Upgrade – CB 23-21

Fairgrounds

q. Declaring Racetrack Railing as Surplus and Authorization to Dispose Via Recycle
r. Agreement with Visit Tri-Cities for SkyNav Services

Human Resources

s. Amendment III with WA State Council of County and City Employees Representing Appraisers
t. Amendment II with WA State Council of County and City Employees Representing Courthouse Employees
u. Amendment I with Teamsters Local 839 Representing Road Department Employees
v. Amendment I with Teamsters Local 839 Representing Corrections Officers
w. Amendment I with Fraternal Order of Police Representing Corrections Lieutenants
x. Rules for Employees Eligible for Benefits Under the Affordable CARE Act Working Less Than 40 Hours Per Week; Rescinding Resolution 2015-025

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Information Technology

y. Purchase of One Cisco WebEx Room Kit Plus for Operations and Capital Assets Dept. From Brahma Enterprises

z. Purchase of One Cisco WebEx Room Bar for Therapeutic Courts from Brahma Enterprises

Juvenile

aa. Franklin County Flat Monthly Payments for Operations and Facilities Budget

bb. Line-Item Transfer, Fund No. 1150, Dept. 171 for Overtime

cc. Contract Amendment No. 1 with Connections Consulting MA LLC

dd. Contract Amendment No. 2 with Fikes Northwest Corp. for Odor Control Services

Office of Public Defense

ee. Termination of Superior Court Public Defense Services with Katherine Bohnet

ff. District Court Public Defense Services Agreement with Nicole Preszler

gg. District Court Public Defense Services Agreement with Matthew Rutt

Planning

hh. Final Plat of Harvest Ridge – SUB 2023-005

ii. Purchase of Water Meters from General Pacific, Inc.

Purchasing

jj. Amending Resolution 2023-696 to Increase the Compensation Amount of Contract with PBS Engineering and Environmental Inc. for Geophysical/Geotechnical Services

Sheriff

ll. Purchase of One Polaris Expedition XP5 Northstar from Chet's Honda Polaris and Surplus of One 2015 Can-Am Commander for the Sheriff's Office

Superior Court

oo. Participant Position Allocation For the 2024 Benton and Franklin Adult and Juvenile Drug Court Programs; and At-Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probations, Detention Mental Health, and Education Employment Training Programs

Public Hearing

Short Plat Vacation – SPV 2023-003
Michelle Mercer

On September 9, 2000, Short Plat 2525 was recorded under Auditor Fee Number 2000-023222, creating four residential lots off Lower County Line Road, in the Prosser area of unincorporated Benton County. The short plat also created a thirty (30) foot access easement and turnaround to provide access to Lots 1 through 4.

The applicants, Todd and Sandra Thornock, are requesting the vacation of the 30' access easement and turnaround located on Lots 1 through 4 of Short Plat 2525. The applicants are proposing to record a new thirty (30) foot access easement and turnaround located 15 feet north of the original easement. Owners of property within 300 feet of the subject parcel and all concerned agencies were notified of the proposed vacation and no objections or concerns have been received to date.

Mr. Thornock spoke during the public comment period in favor of approving the Short Plat.

Public hearing was closed.

MOTION: Commissioner Alvarez moved to approve the vacation of a 30-foot access easement and turnaround located on lots 1-4 of Short Plat 2025 with the condition, that the applicant shall record a

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new access easement and turnaround within the next year with the Benton County Auditor. Commissioner McKay seconded and upon vote, the motion carried as presented.

Short Plat Vacation – SPV 2023-004
Michelle Mercer

On August 27, 1985, Short Plat 1505 was recorded under Auditor Fee Number 1985-011163, creating two residential lots off Badger Road, in the Kennewick area of unincorporated Benton County. The short plat also created a fifty (50) foot drain easement across both lots.

The applicant, Delicia Olsen, is requesting the vacation and relocation of the 50' drain easement located on Lot 1 of Short Plat 1505. The applicant is proposing to record a new ten (10) foot drain easement on Lot 1 beginning in the southwest corner of the parcel and running 45 degrees terminating in the northeast corner of the parcel. Owners of property within 300 feet of the subject parcel and all concerned agencies were notified of the proposed vacation with comments received from the Kennewick Irrigation District and Benton County Public Works Department.
10' wide drain. Condition to record a new engineered drainage

During public comment, Greg Olsen, husband of applicant Delicia Olsen, spoke about wanting to build on this area and to protect the property.

Public hearing was closed.

MOTION: Commissioner Alvarez moved to the vacation of a 50-foot drainage easement located on lot 1 of Short Plat 1505 with the condition that the applicant record a new drain easement within one year with the Benton County Auditor. Commissioner McKay seconded and upon vote, the motion carried as presented.

Public Participation Program for Benton County Land Use and Comprehensive Plan
Greg Wendt

RCW 36.70A.130 (2) (a) requires that local governments establish a public participation program for the review and update of its comprehensive plans and development regulations.

Each county and city shall establish and broadly disseminate to the public a public participation program consistent with RCW 36.70A.035 and 36.70A.140 that identifies procedures and schedules whereby updates, proposed amendments, or revisions of the comprehensive plan are considered by the governing body of the county or city no more frequently than once every year.

The application proposes an update to the Benton County Public Participation Program. The actions subject to the program include the Comprehensive Plan Periodic Updates (10-year cycle), Comprehensive Plan Amendments (Annual cycle), and amendments to the County's Development Regulations including zoning, subdivision, and critical areas.

Opportunities for public involvement will be provided to encourage early and continuous public participation. Citizens are encouraged to actively participate by attending advertised public meetings, workshops, and hearings, of the Benton County Hearings Examiner, Planning Commission and Benton County Board of Commissioners, visiting Benton County's website, or contacting planning staff.

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The Planning Division will use a variety of methods to inform the public about any open public forums, workshops, public hearings, the availability of relevant planning documents, important milestones related to the specific project. Staff will perform research and analyses, preparation, and response to comments, and will facilitate the workshops, meetings, and hearings, which are open to the public for comment.

Specific project programs (such as periodic updates of various plans and documents) will adopt their own PPP document, adoption schedules and addendums specific to the project and will show when public hearings are likely to be held.

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

MOTION: Commissioner Alvarez moved to approve the proposed Benton County Public Participation Program as presented as in accordance with the Growth Management Act and RCW 36.70A.130. Commissioner McKay seconded and upon vote, the motion carried.

Scheduled Business

Grant Award with Washington State Health Care Authority
Lt. Kasey Kist

Per Resolutions 2023-163, Washington State Health Care Authority (HCA) provided funding to Benton County for an overall amount of $535,090 for the purpose of Medication for Opioid Use Disorder (MOUD) services provided to inmates within the Benton County Jail, with a termination date of September 29, 2023.

HCA provided notice of award to Benton County Corrections Department (BCCD) along with the attached Client Services Contract No. K7291 for MOUD services with a maximum amount of $578,658 to be paid to Benton County with a termination date of September 29, 2024.

Grant approval that offsets the costs for MOUD. $366,000 the rest of the costs offsets other medical expenses such an ambulances and prescriptions that are in the budget. Putting more money into the general funds.

MOTION: Commissioner Alvarez moved to accept the grant award from Washington State Health Care Authority for the maximum amount of $578,658 for services provided to inmates in the jail further outlined in the attached client contract No. K7291 between Benton County and Washington State Health Care Authority. Commissioner McKay seconded and upon vote, the motion carried as presented.

Other Business

Commissioner Alvarez initiated further discussion on consent items, “mm” and “nn”. Deputy County Administrator, Matt Rasmussen, as well as Katie Gillies and Lt. Clark from the Sheriff’s Office were available to answer questions relating to vendor insurance changes on these contracts. Commissioner Alvarez stated that going forward, these insurances need to be in place prior to signing any contracts to avoid liability.

MOTION: Commissioner Alvarez motioned to move to approve items “mm” and “nn” as written in the consent agenda. Commissioner McKay seconded and upon vote, the motion passed.

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Commissioner Alvarez shared his experience attending a successful Drug Court graduation event, as well as news from the Veteran's breakfast regarding a potential Veteran's cemetery and separately a potential Tri-Cities VFW facility.

He also spoke about the Law and Justice council, the K9 Shelter, and potential challenges District Court will occur if adjustments are made.

Commissioner McKay spoke about how the Ben Franklin Transit's new manager, Rochelle, is doing a great job and shared that a contract was signed with Via for Dial-a-Ride that will save money.

Commissioner Delvin shared his schedule for the week including, giving presentations for the county at the Kiwanis and Rotary clubs.

Executive Session – Review Candidate for Public Employment ~ Clayton Rawlings
Executive Session – Review Candidate for Public Employment ~ Matt Mahoney

The Board went into executive session at 9:43 a.m. for up to 5 minutes with Matt Mahoney, Clayton Rawlings, and Carlee Nave. Also present were Jerrod MacPherson, Matt Rasmussen, and Amanda Pearson.

The Board came out at 9:48 a.m. No decisions were made in executive session.

MOTION: Commissioner Alvarez moved to approve the Salary Request Form as presented for William Mandrill. Commissioner McKay seconded and upon vote, the motion passed.

Payroll

Check Date: 01-05-2024

Payroll Checks
Total all funds: $3,099,116.90
Warrant #: 244329-244347
Direct Deposit #: 185907-186555

Payroll Draw Deductions/Transfers
Total all funds: $2,686,052.62
EFT #: 761-767
ACH #: 1467-1477

Payroll Deduction Warrants
Total of all Funds: $112,321.75
Warrant #: 252612-252621

Accounts Payable

Check Date: 01/05/2024

Warrants #: 252562-252611
Total of all Funds: $156,955.30

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EFT #: 760
Total of all Funds: $24,424.11

Check Date: 01/10/2024

PCards #: 1480
Total of all Funds: $371,681.68

Check Date: 01/11/2024

Warrants #: 252834
Total of all Funds: $5,000.00

Check Date: 01/12/2024

Warrants #: 252732-252833
Total of all Funds: $882,014.63

EFT #: 768-769
Transfers #: 1478-1479, 1489
Total of all Funds: $16,862.41

Check Date: 01/12/2024

Warrants #: 252835
Total of all Funds: $2,600.00

Check Date: 01/16/2024

Warrants #: 252836
Total of all Funds: $1,226.48

Check Date: 01-16-2024

Payroll Checks
Total all funds: $127,795.11
Warrant #: 244348
Direct Deposit #: 186556-186700

Payroll Deductions/Transfers
Total of all Funds: $23,554.07
ACH #: 1493-1494

Resolutions

2024-0044	Line-Item Transfer, Fund No. 00110, Dept.102 for Salary on Temporary Promotion
2024-0045	First Contract Amendment with Modus Technologies, Inc. for Scanning and Indexing Historical Documents
2024-0046	Surplus and Disposition of Personal Property
2024-0047	Benton County Tax Levy for 2024

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2024-0048 Contract with Columbia Cleaners for Dry Cleaning and Laundry Services for Corrections and Sheriff's Office
2024-0049 Second Contract Amendment with Keefe Commissary Network for Inmate Commissary Services
2024-0050 Authorization for the Advertisement and Bid Process for the Benton County Jail Door System Upgrade, Interview Area and Laundry Security Upgrade – CB 23-21
2024-0051 Declaring Racetrack Railing as Surplus and Authorization to Dispose Via Recycle
2024-0052 Agreement with Visit Tri-Cities for SkyNav Services
2024-0053 Amendment III with Washington State Council of County and City Employees Representing Appraisers
2024-0054 Amendment II with Washington State Council of County and City Employees Representing Courthouse Employees
2024-0055 Amendment I with Teamsters Local 839 Representing Road Department Employees
2024-0056 Amendment I with Teamsters Local 839 Representing Corrections Officers
2024-0057 Amendment I with Fraternal Order of Police Representing Corrections Lieutenants
2024-0058 Rules for Employees Eligible for Benefits Under the Affordable CARE Act Working Less Than 40 Hours Per Week; Rescinding Resolution 2015-025
2024-0059 Purchase of One Cisco WebEx Room Kit Plus for Operations and Capital Assets Dept. From Brahma Enterprises
2024-0060 Purchase of One Cisco WebEx Room Bar for Therapeutic Courts from Brahma Enterprises
2024-0061 Franklin County Flat Monthly Payments for Operations and Facilities Budget
2024-0062 Line-Item Transfer, Fund No. 1150, Dept. 171 for Overtime
2024-0063 Contract Amendment No. 1 with Connections Consulting MA LLC
2024-0064 Contract Amendment No. 2 with Fikes Northwest Corp. for Odor Control Services
2024-0065 Termination of Superior Court Public Defense Services with Katherine Bohnet
2024-0066 District Court Public Defense Services Agreement with Nicole Preszler
2024-0067 District Court Public Defense Services Agreement with Matthew Rutt
2024-0068 Final Plat of Harvest Ridge – SUB 2023-005
2024-0069 Purchase of Water Meters from General Pacific, Inc.
2024-0070 Amending Resolution 2023-696 to Increase the Compensation Amount of Contract with PBS Engineering and Environmental Inc. for Geophysical/Geotechnical Services
2024-0071 Purchase of One Polaris Expedition XP5 Northstar from Chet's Honda Polaris and Surplus of One 2015 Can-Am Commander for the Sheriff's Office
2024-0072 First Amended Contract to Resolution 2023-518 with Chad Peterschick Law Enforcement Perspectives for As Needed Investigative and Consulting Services
2024-0073 First Amended Contract to Resolution 2023-767 with Chad Peterschick Law Enforcement Perspectives for Internal Investigation Services
2024-0074 Participant Position Allocation For the 2024 Benton and Franklin Adult and Juvenile Drug Court Programs; and At-Risk Youth Population Percentage Split for Functional Family Therapy, Selective Aggressive Probations, Detention Mental Health and Education Employment Training Programs

There being no further business before the Board, the meeting adjourned at approximately 9:48 a.m.

_____ _____

Clerk of the Board Chairman

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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: 01/19/2024

Warrants # 252887-253065
Total of all Funds: $1,159,052.13

EFT # 770
Transfers # 1488, 1490, 1496-1500
Total of all Funds: $48,163.90

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed _____

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
252887	01/19/2024	PRTD	105656	9 N WAVERLY PL LLC	01/08/2024		011924	850.00
				9 N WAVERLY PL LLC	01/03/2024		011924	1,203.50
				9 N WAVERLY PL LLC	01/17/2024		011924	1,203.50
						CHECK	252887 TOTAL:	3,257.00
252888	01/19/2024	PRTD	102180	ACORN 03 LLC	01/08/2024		011924	1,300.00
						CHECK	252888 TOTAL:	1,300.00
252889	01/19/2024	PRTD	100066	ADJ INVESTOR GROUP LLC	01/08/2024		011924	929.00
						CHECK	252889 TOTAL:	929.00
252890	01/19/2024	PRTD	100067	ADKINS, GARY	01/08/2024		011924	1,206.00
				ADKINS, GARY	01/08/2024		011924	795.00
				ADKINS, GARY	01/08/2024		011924	1,095.00
				ADKINS, GARY	01/08/2024		011924	995.00
				ADKINS, GARY	01/05/2024		011924	1,965.00
				ADKINS, GARY	01/05/2024		011924	1,206.00
						CHECK	252890 TOTAL:	7,262.00
252891	01/19/2024	PRTD	100067	ADKINS, GARY	01/05/2024		011924	2,590.00
						CHECK	252891 TOTAL:	2,590.00
252892	01/19/2024	PRTD	105493	AJJ PROPERTY SOLUTION LLC	01/08/2024		011924	640.00
						CHECK	252892 TOTAL:	640.00
252893	01/19/2024	PRTD	100097	ALBERTSONS LLC	01/02/2024		011924	250.00
				ALBERTSONS LLC	01/02/2024		011924	151.26
				ALBERTSONS LLC	01/02/2024		011924	120.00
				ALBERTSONS LLC	01/02/2024		011924	70.88

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	252893 TOTAL:	592.14
252894	01/19/2024	PRTD	101197	ALCOCER, JOSE S	01/12/2024		011924	1,206.00
				ALCOCER, JOSE S	01/12/2024		011924	1,206.00
				ALCOCER, JOSE S	01/12/2024		011924	1,206.00
				ALCOCER, JOSE S	01/12/2024		011924	1,206.00
				ALCOCER, JOSE S	01/12/2024		011924	1,206.00
						CHECK	252894 TOTAL:	6,030.00
252895	01/19/2024	PRTD	101320	ALYSON MANOR MOBILE ESTATES	01/08/2024		011924	649.00
						CHECK	252895 TOTAL:	649.00
252896	01/19/2024	PRTD	101346	AMERICANA APTS, INC.	01/08/2024		011924	719.00
				AMERICANA APTS, INC.	01/08/2024		011924	904.00
						CHECK	252896 TOTAL:	1,623.00
252897	01/19/2024	PRTD	101365	APOLLO HEATING & AIR CONDITION	12/29/2023		011924	780.90
						CHECK	252897 TOTAL:	780.90
252898	01/19/2024	PRTD	101108	ARELLANO, CARLOS	01/08/2024		011924	950.00
				ARELLANO, CARLOS	01/08/2024		011924	950.00
						CHECK	252898 TOTAL:	1,900.00
252899	01/19/2024	PRTD	101404	ATOMIC INK	01/08/2024		011924	141.09
						CHECK	252899 TOTAL:	141.09
252900	01/19/2024	PRTD	101059	AUTO RESCUE LLC	12/29/2023		011924	3,001.38
				AUTO RESCUE LLC	12/29/2023		011924	151.09
				AUTO RESCUE LLC	12/29/2023		011924	151.09
				AUTO RESCUE LLC	12/29/2023		011924	147.83

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	252900 TOTAL:	3,451.39
252901	01/19/2024	PRTD	101498	B C AUDITOR-KENNEWICK	12/12/2023		011924	617.50
						CHECK	252901 TOTAL:	617.50
252902	01/19/2024	PRTD	101556	B F DOMESTIC VIOLENCE SERVICES	01/04/2024		011924	23,225.73
						CHECK	252902 TOTAL:	23,225.73
252903	01/19/2024	PRTD	101550	B-F HEALTH DISTRICT CENTER	12/27/2023		011924	27,006.18
						CHECK	252903 TOTAL:	27,006.18
252904	01/19/2024	PRTD	104770	BADGER MOUNTAIN ICG LLC	12/31/2023		011924	931.00
				BADGER MOUNTAIN ICG LLC	01/08/2024		011924	931.00
				BADGER MOUNTAIN ICG LLC	01/08/2024		011924	931.00
						CHECK	252904 TOTAL:	2,793.00
252905	01/19/2024	PRTD	101443	BANLIN CONSTRUCTION, LLC	01/02/2024		011924	202,229.52
						CHECK	252905 TOTAL:	202,229.52
252906	01/19/2024	PRTD	101427	BC WATER CO LLC	01/08/2024		011924	70.00
						CHECK	252906 TOTAL:	70.00
252907	01/19/2024	PRTD	101535	BENTON PUD	01/02/2024		011924	41,966.82
						CHECK	252907 TOTAL:	41,966.82
252908	01/19/2024	PRTD	101567	BENTON REA POWER NET	12/31/2023		011924	71.66
				BENTON REA POWER NET	12/31/2023		011924	425.44
						CHECK	252908 TOTAL:	497.10

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
252909	01/19/2024	PRTD	104869	BETTY PACHECO	01/08/2024		011924	1,050.00
						CHECK	252909 TOTAL:	1,050.00
252910	01/19/2024	PRTD	100650	BIG MAPLE PROPERTIES LLC	01/08/2024		011924	1,206.00
						CHECK	252910 TOTAL:	1,206.00
252911	01/19/2024	PRTD	100170	BREANNA ROSSMEISL	01/09/2024		011924	4,841.97
						CHECK	252911 TOTAL:	4,841.97
252912	01/19/2024	PRTD	101663	BRUTZMANS INC	12/08/2023		011924	30.04
						CHECK	252912 TOTAL:	30.04
252913	01/19/2024	PRTD	101665	BUCKINGHAM, STEPHEN ALLEN	01/08/2024		011924	725.00
						CHECK	252913 TOTAL:	725.00
252914	01/19/2024	PRTD	101675	BUILDERS' HARDWARE & SUPPLY CO, INC	12/25/2023		011924	87.00
						CHECK	252914 TOTAL:	87.00
252915	01/19/2024	PRTD	101677	BUNKER, THE	12/29/2023		011924	744.32
				BUNKER, THE	12/28/2023		011924	159.94
						CHECK	252915 TOTAL:	904.26
252916	01/19/2024	PRTD	101682	BWR HOLDINGS LLLP	01/11/2024		011924	12.31
				BWR HOLDINGS LLLP	01/16/2024		011924	10,218.07
						CHECK	252916 TOTAL:	10,230.38
252917	01/19/2024	PRTD	101895	C I INFORMATION MANAGEMENT	12/31/2023		011924	29.74
				C I INFORMATION MANAGEMENT	12/27/2023		011924	29.74
						CHECK	252917 TOTAL:	59.48

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
252918	01/19/2024	PRTD	101736	CARRIER, TAWNEY	01/09/2024		011924	4,395.20
						CHECK	252918 TOTAL:	4,395.20
252919	01/19/2024	PRTD	105702	CARVER RENTALS LLC	01/08/2024		011924	681.00
						CHECK	252919 TOTAL:	681.00
252920	01/19/2024	PRTD	101750	CASCADE NATURAL GAS CORP	01/09/2024		011924	354.28
				CASCADE NATURAL GAS CORP	01/09/2024		011924	27.72
				CASCADE NATURAL GAS CORP	01/09/2024		011924	14.21
				CASCADE NATURAL GAS CORP	01/09/2024		011924	289.53
				CASCADE NATURAL GAS CORP	01/09/2024		011924	14.21
				CASCADE NATURAL GAS CORP	01/10/2024		011924	14.21
				CASCADE NATURAL GAS CORP	01/11/2024		011924	6,046.76
				CASCADE NATURAL GAS CORP	01/04/2024		011924	21,367.61
				CASCADE NATURAL GAS CORP	12/28/2023		011924	290.99
				CASCADE NATURAL GAS CORP	01/11/2024		011924	1,327.33
						CHECK	252920 TOTAL:	29,746.85
252921	01/19/2024	PRTD	101818	CITY OF KENNEWICK	12/29/2023		011924	159.14
				CITY OF KENNEWICK	01/13/2024		011924	362.83
				CITY OF KENNEWICK	01/13/2024		011924	362.83
				CITY OF KENNEWICK	01/13/2024		011924	129.06
				CITY OF KENNEWICK	01/13/2024		011924	362.83
				CITY OF KENNEWICK	01/13/2024		011924	362.83
				CITY OF KENNEWICK	01/08/2024		011924	94,090.00
				CITY OF KENNEWICK	01/13/2024		011924	425.73
				CITY OF KENNEWICK	01/13/2024		011924	337.99

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CITY OF KENNEWICK	01/13/2024		011924	366.54
				CITY OF KENNEWICK	01/03/2024		011924	141.45
							CHECK 252921 TOTAL:	97,101.23
252922	01/19/2024	PRTD	101842	CLEARWATER SQUARE APTS	01/08/2024		011924	1,175.75
				CLEARWATER SQUARE APTS	01/08/2024		011924	895.00
							CHECK 252922 TOTAL:	2,070.75
252923	01/19/2024	PRTD	101856	COFFEY REFRIGERATION	01/08/2024		011924	3,139.43
							CHECK 252923 TOTAL:	3,139.43
252924	01/19/2024	PRTD	101860	COLEMAN OIL COMPANY	12/31/2023		011924	12,748.41
				COLEMAN OIL COMPANY	12/31/2023		011924	139.48
				COLEMAN OIL COMPANY	01/15/2024		011924	39.01
				COLEMAN OIL COMPANY	12/31/2023		011924	55.69
				COLEMAN OIL COMPANY	01/15/2024		011924	784.28
				COLEMAN OIL COMPANY	01/15/2024		011924	68.34
				COLEMAN OIL COMPANY	01/15/2024		011924	87.85
				COLEMAN OIL COMPANY	01/15/2024		011924	73.27
				COLEMAN OIL COMPANY	01/15/2024		011924	590.54
							CHECK 252924 TOTAL:	14,586.87
252925	01/19/2024	PRTD	101917	CONNECTIONS CONSULTING, MA LLC	01/01/2024		011924	4,800.00
							CHECK 252925 TOTAL:	4,800.00
252926	01/19/2024	PRTD	101918	CONNELL OIL INC	12/31/2023		011924	931.60
				CONNELL OIL INC	01/15/2024		011924	35.22
				CONNELL OIL INC	01/15/2024		011924	191.28
				CONNELL OIL INC	01/15/2024		011924	80.60

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		252926 TOTAL:	1,238.70
252927	01/19/2024	PRTD	101939	COPPER MOUNTAIN APARTMENTS LLC	01/08/2024		011924	1,060.00
				COPPER MOUNTAIN APARTMENTS LLC	01/08/2024		011924	1,160.00
				COPPER MOUNTAIN APARTMENTS LLC	01/10/2024		011924	1,357.00
				COPPER MOUNTAIN APARTMENTS LLC	01/10/2024		011924	1,357.00
				COPPER MOUNTAIN APARTMENTS LLC	01/10/2024		011924	1,060.00
				COPPER MOUNTAIN APARTMENTS LLC	01/10/2024		011924	100.00
				COPPER MOUNTAIN APARTMENTS LLC	01/10/2024		011924	1,060.00
					CHECK		252927 TOTAL:	7,154.00
252928	01/19/2024	PRTD	101938	COPPER RIDGE APARTMENTS	01/08/2024		011924	971.00
				COPPER RIDGE APARTMENTS	01/08/2024		011924	991.00
					CHECK		252928 TOTAL:	1,962.00
252929	01/19/2024	PRTD	101966	COURTSTAR LLC	01/10/2024		011924	55.69
				COURTSTAR LLC	01/10/2024		011924	54.47
				COURTSTAR LLC	01/10/2024		011924	910.04
				COURTSTAR LLC	01/10/2024		011924	1,110.00
					CHECK		252929 TOTAL:	2,130.20
252930	01/19/2024	PRTD	101981	CREST COUNSELING SERVICES, PS	01/04/2024		011924	255.00
					CHECK		252930 TOTAL:	255.00
252931	01/19/2024	PRTD	101997	CROWN PROPERTY MANAGEMENT, LLC	01/08/2024		011924	696.00
					CHECK		252931 TOTAL:	696.00
252932	01/19/2024	PRTD	100175	CROWN VILLAGE KENNEWICK LLC	01/08/2024		011924	773.00
				CROWN VILLAGE KENNEWICK LLC	01/08/2024		011924	640.80

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	252932 TOTAL:	1,413.80
252933	01/19/2024	PRTD	101999	CRYSTAL SPRINGS	01/14/2024		011924	33.53
						CHECK	252933 TOTAL:	33.53
252934	01/19/2024	PRTD	105730	CV THE ALEGRE LLC	01/08/2024		011924	995.00
						CHECK	252934 TOTAL:	995.00
252935	01/19/2024	PRTD	105929	CV THE FRANKLIN DE LLC	01/01/2024		011924	995.00
						CHECK	252935 TOTAL:	995.00
252936	01/19/2024	PRTD	102040	DAY WIRELESS SYSTEMS	09/25/2023		011924	23,482.07
						CHECK	252936 TOTAL:	23,482.07
252937	01/19/2024	PRTD	102095	DICKINSON, EVAN ANDREW	01/08/2024		011924	417.00
						CHECK	252937 TOTAL:	417.00
252938	01/19/2024	PRTD	104805	EMBARK SAFETY LLC	01/04/2024		011924	528.50
						CHECK	252938 TOTAL:	528.50
252939	01/19/2024	PRTD	102248	EVERSTAR REALTY INC	01/08/2024		011924	850.00
				EVERSTAR REALTY INC	01/09/2024		011924	1,125.00
				EVERSTAR REALTY INC	01/08/2024		011924	781.00
				EVERSTAR REALTY INC	01/09/2024		011924	875.00
				EVERSTAR REALTY INC	01/09/2024		011924	1,125.00
				EVERSTAR REALTY INC	01/09/2024		011924	1,125.00
				EVERSTAR REALTY INC	01/09/2024		011924	1,125.00
				EVERSTAR REALTY INC	01/09/2024		011924	1,125.00
				EVERSTAR REALTY INC	01/09/2024		011924	1,125.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				EVERSTAR REALTY INC	01/09/2024		011924	1,125.00
				EVERSTAR REALTY INC	01/12/2024		011924	1,170.00
						CHECK	252939 TOTAL:	11,551.00
252940	01/19/2024	PRTD	102286	FELLMAN, TYSON	01/08/2024		011924	708.00
						CHECK	252940 TOTAL:	708.00
252941	01/19/2024	PRTD	102297	FIESTA FOODS	01/02/2024		011924	192.81
						CHECK	252941 TOTAL:	192.81
252942	01/19/2024	PRTD	100732	FIRST CREEKSIDE LLC	01/08/2024		011924	1,055.00
						CHECK	252942 TOTAL:	1,055.00
252943	01/19/2024	PRTD	102331	FITT 513 LLC	01/08/2024		011924	925.00
						CHECK	252943 TOTAL:	925.00
252944	01/19/2024	PRTD	102374	FRED MEYER STORES	01/02/2024		011924	299.74
				FRED MEYER STORES	01/02/2024		011924	383.73
				FRED MEYER STORES	01/02/2024		011924	457.26
				FRED MEYER STORES	01/02/2024		011924	200.00
				FRED MEYER STORES	01/02/2024		011924	49.90
				FRED MEYER STORES	01/02/2024		011924	200.00
				FRED MEYER STORES	01/02/2024		011924	145.00
				FRED MEYER STORES	01/02/2024		011924	150.00
				FRED MEYER STORES	01/02/2024		011924	100.00
				FRED MEYER STORES	01/02/2024		011924	299.59
						CHECK	252944 TOTAL:	2,285.22

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
252945	01/19/2024	PRTD	105858	GLORIA LUCATERO	01/08/2024		011924	500.00
					CHECK		252945 TOTAL:	500.00
252946	01/19/2024	PRTD	100716	GRAYSHIFT LLC	12/15/2023		011924	12,848.34
					CHECK		252946 TOTAL:	12,848.34
252947	01/19/2024	PRTD	102485	GREEN DRAGON INVESTMENTS, LLC	01/08/2024		011924	911.00
				GREEN DRAGON INVESTMENTS, LLC	01/08/2024		011924	1,100.00
				GREEN DRAGON INVESTMENTS, LLC	01/08/2024		011924	1,150.00
				GREEN DRAGON INVESTMENTS, LLC	01/08/2024		011924	928.00
				GREEN DRAGON INVESTMENTS, LLC	01/08/2024		011924	1,400.00
				GREEN DRAGON INVESTMENTS, LLC	01/08/2024		011924	1,350.00
					CHECK		252947 TOTAL:	6,839.00
252948	01/19/2024	PRTD	100791	HEATHERSTONE PRESERVATION LP	01/08/2024		011924	636.00
				HEATHERSTONE PRESERVATION LP	01/08/2024		011924	750.00
				HEATHERSTONE PRESERVATION LP	01/08/2024		011924	665.00
				HEATHERSTONE PRESERVATION LP	11/17/2023		011924	486.00
				HEATHERSTONE PRESERVATION LP	01/12/2024		011924	1,071.00
				HEATHERSTONE PRESERVATION LP	01/12/2024		011924	40.00
				HEATHERSTONE PRESERVATION LP	01/05/2024		011924	1,498.00
				HEATHERSTONE PRESERVATION LP	01/05/2024		011924	1,498.00
					CHECK		252948 TOTAL:	6,644.00
252949	01/19/2024	PRTD	105248	HILL INTERNATIONAL INC	01/09/2023		011924	3,049.67
					CHECK		252949 TOTAL:	3,049.67

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
252950	01/19/2024	PRTD	102646	HOUSING AUTHORITY OF THE CITY	01/09/2024		011924	725.00
				HOUSING AUTHORITY OF THE CITY	01/09/2024		011924	235.00
				HOUSING AUTHORITY OF THE CITY	01/09/2024		011924	382.00
				HOUSING AUTHORITY OF THE CITY	01/09/2024		011924	382.00
				HOUSING AUTHORITY OF THE CITY	01/09/2024		011924	382.00
				HOUSING AUTHORITY OF THE CITY	01/09/2024		011924	382.00
					CHECK		252950 TOTAL:	2,488.00
252951	01/19/2024	PRTD	102644	HOUSING AUTHORITY, CITY OF KENNEWIC	01/08/2024		011924	592.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	01/08/2024		011924	592.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	01/08/2024		011924	592.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	01/08/2024		011924	592.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	01/08/2024		011924	592.00
				HOUSING AUTHORITY, CITY OF KENNEWIC	01/08/2024		011924	592.00
					CHECK		252951 TOTAL:	3,552.00
252952	01/19/2024	PRTD	101092	HR & CB INC	01/08/2024		011924	567.00
				HR & CB INC	01/08/2024		011924	567.00
				HR & CB INC	01/08/2024		011924	758.00
				HR & CB INC	12/20/2023		011924	850.00
					CHECK		252952 TOTAL:	2,742.00
252953	01/19/2024	PRTD	102661	HUNZIKER, KRISTI L	01/05/2024		011924	318.75
				HUNZIKER, KRISTI L	01/05/2024		011924	127.50
					CHECK		252953 TOTAL:	446.25
252954	01/19/2024	PRTD	102679	IDEAL OPTION PLLC	01/03/2024		011924	25,409.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		252954 TOTAL:	25,409.00
252955	01/19/2024	PRTD	105959	IESLY MADRIGAL	12/18/2023		011924	1,485.00
				IESLY MADRIGAL	12/18/2023		011924	1,485.00
					CHECK		252955 TOTAL:	2,970.00
252956	01/19/2024	PRTD	105959	IESLY MADRIGAL	12/18/2023		011924	1,485.00
					CHECK		252956 TOTAL:	1,485.00
252957	01/19/2024	PRTD	101155	ILLAHEE HOLDINGS LLC	01/08/2024		011924	1,195.87
				ILLAHEE HOLDINGS LLC	01/08/2024		011924	1,195.87
				ILLAHEE HOLDINGS LLC	01/08/2024		011924	1,195.87
					CHECK		252957 TOTAL:	3,587.61
252958	01/19/2024	PRTD	104842	INTEGRATED HOUSING SOLUTIONS LLC	12/20/2023		011924	664.00
					CHECK		252958 TOTAL:	664.00
252959	01/19/2024	PRTD	105918	J & S PROPERTY	01/08/2024		011924	600.00
					CHECK		252959 TOTAL:	600.00
252960	01/19/2024	PRTD	102764	JADWIN STEVENS APARTMENTS	01/08/2024		011924	1,105.00
					CHECK		252960 TOTAL:	1,105.00
252961	01/19/2024	PRTD	101032	JAMES A KIRK	01/08/2024		011924	955.00
				JAMES A KIRK	01/17/2024		011924	562.00
					CHECK		252961 TOTAL:	1,517.00
252962	01/19/2024	PRTD	105786	JESSICA HORST	01/08/2024		011924	955.00
					CHECK		252962 TOTAL:	955.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
252963	01/19/2024	PRTD	105480	JOYLANCE SFH LLC	01/08/2024		011924	528.00
					CHECK		252963 TOTAL:	528.00
252964	01/19/2024	PRTD	103957	JSE NW LLC	01/01/2024		011924	1,150.00
					CHECK		252964 TOTAL:	1,150.00
252965	01/19/2024	PRTD	102803	JUBILEE FOUNDATION	12/29/2023		011924	1,220.00
					CHECK		252965 TOTAL:	1,220.00
252966	01/19/2024	PRTD	102823	KAMIAKIN APTS	01/08/2024		011924	696.00
				KAMIAKIN APTS	01/08/2024		011924	1,089.00
				KAMIAKIN APTS	01/08/2024		011924	1,089.00
				KAMIAKIN APTS	01/08/2024		011924	806.00
				KAMIAKIN APTS	01/08/2024		011924	947.00
				KAMIAKIN APTS	01/08/2024		011924	1,089.00
				KAMIAKIN APTS	01/08/2024		011924	546.00
				KAMIAKIN APTS	01/08/2024		011924	1,089.00
				KAMIAKIN APTS	01/08/2024		011924	1,089.00
				KAMIAKIN APTS	01/08/2024		011924	534.00
				KAMIAKIN APTS	01/08/2024		011924	680.00
				KAMIAKIN APTS	01/08/2024		011924	770.00
				KAMIAKIN APTS	01/08/2024		011924	1,089.00
				KAMIAKIN APTS	01/08/2024		011924	808.00
				KAMIAKIN APTS	01/08/2024		011924	815.00
				KAMIAKIN APTS	01/08/2024		011924	647.00
				KAMIAKIN APTS	01/08/2024		011924	1,024.00
				KAMIAKIN APTS	01/11/2024		011924	814.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				KAMIAKIN APTS	01/11/2024		011924	662.00
				KAMIAKIN APTS	01/11/2024		011924	1,089.00
						CHECK	252966 TOTAL:	17,372.00
252967	01/19/2024	PRTD	102826	KEEFE COMMISSARY NETWORK, LLC	01/10/2024		011924	5,656.57
				KEEFE COMMISSARY NETWORK, LLC	01/10/2024		011924	-72.28
						CHECK	252967 TOTAL:	5,584.29
252968	01/19/2024	PRTD	100603	KIM, YOUNG	01/08/2024		011924	317.00
				KIM, YOUNG	01/08/2024		011924	300.00
						CHECK	252968 TOTAL:	617.00
252969	01/19/2024	PRTD	102869	KNOLLS APARTMENTS	12/21/2023		011924	1,025.00
				KNOLLS APARTMENTS	12/21/2023		011924	50.00
				KNOLLS APARTMENTS	12/21/2023		011924	50.00
				KNOLLS APARTMENTS	12/21/2023		011924	1,025.00
				KNOLLS APARTMENTS	12/21/2023		011924	50.00
				KNOLLS APARTMENTS	12/21/2023		011924	1,025.00
				KNOLLS APARTMENTS	12/21/2023		011924	50.00
				KNOLLS APARTMENTS	12/21/2023		011924	1,025.00
				KNOLLS APARTMENTS	12/21/2023		011924	50.00
				KNOLLS APARTMENTS	12/21/2023		011924	1,025.00
						CHECK	252969 TOTAL:	5,375.00
252970	01/19/2024	PRTD	100447	LAKESIDE KENNEWICK LLC	01/08/2024		011924	1,174.50
						CHECK	252970 TOTAL:	1,174.50
252971	01/19/2024	PRTD	102925	LANGUAGE LINE SERVICES	12/31/2023		011924	232.74

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME		INV DATE	PO	CHECK	NET
						CHECK		252971 TOTAL:	232.74
252972	01/19/2024	PRTD	102940	LAW OFFICE OF SUSAN ELIZABETH,	DRU	10/29/2023		011924	3,000.00
				LAW OFFICE OF SUSAN ELIZABETH ,	DRU	11/26/2023		011924	3,000.00
						CHECK		252972 TOTAL:	6,000.00
252973	01/19/2024	PRTD	102988	LIFEPOINT CORPORATE SERVICES	, GEN	01/08/2024		011924	171.00
				LIFEPOINT CORPORATE SERVICES	, GEN	01/08/2024		011924	171.00
						CHECK		252973 TOTAL:	342.00
252974	01/19/2024	PRTD	103010	LOCKARD, BEVERLY J		01/08/2024		011924	477.00
						CHECK		252974 TOTAL:	477.00
252975	01/19/2024	PRTD	102954	LOU SOWERS PC		09/02/2023		011924	1,400.00
				LOU SOWERS PC		10/28/2023		011924	8,400.00
						CHECK		252975 TOTAL:	9,800.00
252976	01/19/2024	PRTD	103018	LOURDES COUNSELING CENTER		12/11/2023		011924	923.36
				LOURDES COUNSELING CENTER		01/11/2024		011924	923.36
						CHECK		252976 TOTAL:	1,846.72
252977	01/19/2024	PRTD	103030	LUTHERAN COMMUNITY SERVICES		01/11/2024		011924	8,999.25
						CHECK		252977 TOTAL:	8,999.25
252978	01/19/2024	PRTD	105824	MARIA A RIOS MARROQUIN		01/08/2024		011924	951.00
						CHECK		252978 TOTAL:	951.00
252979	01/19/2024	PRTD	101774	MARQUINA PROPERTIES, LLC		01/08/2024		011924	500.00
						CHECK		252979 TOTAL:	500.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
252980	01/19/2024	PRTD	105928	MARSH & MCLENNAN COMPANIES INC	01/01/2024		011924	187,659.00
					CHECK		252980 TOTAL:	187,659.00
252981	01/19/2024	PRTD	101001	MARTINI, LARRY M	12/22/2023		011924	1,200.00
				MARTINI, LARRY M	12/22/2023		011924	1,200.00
				MARTINI, LARRY M	12/22/2023		011924	1,200.00
					CHECK		252981 TOTAL:	3,600.00
252982	01/19/2024	PRTD	103108	MASON, JOHN	01/08/2024		011924	813.00
				MASON, JOHN	01/08/2024		011924	1,485.00
				MASON, JOHN	01/08/2024		011924	919.00
					CHECK		252982 TOTAL:	3,217.00
252983	01/19/2024	PRTD	103109	MASTER'S TOUCH LLC, THE	12/15/2023		011924	44,978.45
					CHECK		252983 TOTAL:	44,978.45
252984	01/19/2024	PRTD	104342	MCL PROPERTIES / FRASH, INC.	01/08/2024		011924	788.00
				MCL PROPERTIES / FRASH, INC.	01/08/2024		011924	1,030.00
					CHECK		252984 TOTAL:	1,818.00
252985	01/19/2024	PRTD	103119	MEADOW PARK 155 LLC	01/08/2024		011924	286.00
				MEADOW PARK 155 LLC	01/08/2024		011924	622.00
					CHECK		252985 TOTAL:	908.00
252986	01/19/2024	PRTD	103134	MEL'S INTERCITY TOWING	12/22/2023		011924	81.53
					CHECK		252986 TOTAL:	81.53
252987	01/19/2024	PRTD	105148	MICHAEL KOLEBER	01/08/2024		011924	800.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	252987 TOTAL:	800.00
252988	01/19/2024	PRTD	103161	MIGHTY JOHNS PORTABLE TOILET , & S	01/05/2024		011924	110.00
						CHECK	252988 TOTAL:	110.00
252989	01/19/2024	PRTD	103175	MINUTEMAN PRESS OF KENNEWICK	01/15/2024		011924	138.72
						CHECK	252989 TOTAL:	138.72
252990	01/19/2024	PRTD	103384	ON SCENE MEDICAL SERVICES, PC	01/15/2024		011924	3,276.00
						CHECK	252990 TOTAL:	3,276.00
252991	01/19/2024	PRTD	999999	SCOTLAND WICKLINE	01/17/2024		011924	622.38
						CHECK	252991 TOTAL:	622.38
252992	01/19/2024	PRTD	999996	DAVID BETHEL	03/01/2023		011924	100.02
						CHECK	252992 TOTAL:	100.02
252993	01/19/2024	PRTD	999996	JIMMUY HAMPTON	03/01/2023		011924	25.00
						CHECK	252993 TOTAL:	25.00
252994	01/19/2024	PRTD	999997	BRITTANY NYLUND	10/04/2022		011924	34.52
						CHECK	252994 TOTAL:	34.52
252995	01/19/2024	PRTD	999997	CHRISTINA NICHOLS	08/19/2022		011924	21.34
						CHECK	252995 TOTAL:	21.34
252996	01/19/2024	PRTD	999997	CHRISTOPHER STAPE SR.	11/14/2022		011924	13.38
						CHECK	252996 TOTAL:	13.38
252997	01/19/2024	PRTD	999997	CRAIG YEAGLEY	10/31/2022		011924	17.59

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	252997 TOTAL:	17.59
252998	01/19/2024	PRTD	999997	CYNTHIA GALLEGOS	10/04/2022		011924	23.26
						CHECK	252998 TOTAL:	23.26
252999	01/19/2024	PRTD	999997	GAIL ELLIOTT	09/13/2022		011924	5.33
						CHECK	252999 TOTAL:	5.33
253000	01/19/2024	PRTD	999997	JANICE VESPER	11/14/2022		011924	43.44
						CHECK	253000 TOTAL:	43.44
253001	01/19/2024	PRTD	103393	ORCHARD HILLS APARTMENTS LLC	01/05/2024		011924	500.00
				ORCHARD HILLS APARTMENTS LLC	01/05/2024		011924	925.00
				ORCHARD HILLS APARTMENTS LLC	01/05/2024		011924	975.00
				ORCHARD HILLS APARTMENTS LLC	01/05/2024		011924	975.00
				ORCHARD HILLS APARTMENTS LLC	01/05/2024		011924	975.00
				ORCHARD HILLS APARTMENTS LLC	01/05/2024		011924	975.00
				ORCHARD HILLS APARTMENTS LLC	01/05/2024		011924	1,325.00
				ORCHARD HILLS APARTMENTS LLC	01/05/2024		011924	1,275.00
				ORCHARD HILLS APARTMENTS LLC	01/05/2024		011924	1,314.00
						CHECK	253001 TOTAL:	9,239.00
253002	01/19/2024	PRTD	103448	OXFORD HOUSE CLEARVIEW	01/08/2024		011924	575.00
						CHECK	253002 TOTAL:	575.00
253003	01/19/2024	PRTD	103419	OXFORD HOUSE INC	01/04/2024		011924	1,438.60
						CHECK	253003 TOTAL:	1,438.60
253004	01/19/2024	PRTD	105717	OXFORD HOUSE VAN GIESEN	01/08/2024		011924	500.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253004 TOTAL:	500.00
253005	01/19/2024	PRTD	103468	PACIFIC MICROREM, INC	01/03/2024		011924	4,024.61
						CHECK	253005 TOTAL:	4,024.61
253006	01/19/2024	PRTD	103469	PACIFIC OFFICE AUTOMATION, INC	12/19/2023		011924	41.10
						CHECK	253006 TOTAL:	41.10
253007	01/19/2024	PRTD	105842	PALOUSE HOMES	01/08/2024		011924	806.00
						CHECK	253007 TOTAL:	806.00
253008	01/19/2024	PRTD	100956	PARADISE BOTTLED WATER	12/31/2023		011924	64.07
						CHECK	253008 TOTAL:	64.07
253009	01/19/2024	PRTD	105724	PASCO HAVEN LLC	01/08/2024		011924	530.00
				PASCO HAVEN LLC	01/08/2024		011924	811.00
				PASCO HAVEN LLC	01/08/2024		011924	811.00
				PASCO HAVEN LLC	01/08/2024		011924	491.00
				PASCO HAVEN LLC	01/08/2024		011924	955.00
				PASCO HAVEN LLC	01/08/2024		011924	811.00
				PASCO HAVEN LLC	01/08/2024		011924	811.00
				PASCO HAVEN LLC	01/08/2024		011924	399.00
				PASCO HAVEN LLC	01/08/2024		011924	431.00
				PASCO HAVEN LLC	01/08/2024		011924	415.00
				PASCO HAVEN LLC	01/05/2024		011924	459.00
				PASCO HAVEN LLC	01/08/2024		011924	955.00
				PASCO HAVEN LLC	01/08/2024		011924	955.00
				PASCO HAVEN LLC	01/08/2024		011924	955.00
				PASCO HAVEN LLC	01/08/2024		011924	811.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				PASCO HAVEN LLC	12/19/2023		011924	352.00
				PASCO HAVEN LLC	01/08/2024		011924	464.00
						CHECK	253009 TOTAL:	11,416.00
253010	01/19/2024	PRTD	103514	PC MEADOW SPRINGS, LLC	01/08/2024		011924	1,092.00
						CHECK	253010 TOTAL:	1,092.00
253011	01/19/2024	PRTD	101264	PILAV, MUJO	01/02/2024		011924	1,960.00
				PILAV, MUJO	01/02/2024		011924	1,960.00
				PILAV, MUJO	01/02/2024		011924	400.00
						CHECK	253011 TOTAL:	4,320.00
253012	01/19/2024	PRTD	103558	PINECREST APARTMENTS	01/12/2024		011924	1,009.00
				PINECREST APARTMENTS	01/12/2024		011924	1,009.00
				PINECREST APARTMENTS	01/12/2024		011924	474.00
						CHECK	253012 TOTAL:	2,492.00
253013	01/19/2024	PRTD	103568	PLANNING ASSOCIATION OF WASH	01/01/2024		011924	450.00
						CHECK	253013 TOTAL:	450.00
253014	01/19/2024	PRTD	103572	PLAUCHE & CARR LLP	01/01/2024		011924	8,333.33
						CHECK	253014 TOTAL:	8,333.33
253015	01/19/2024	PRTD	103667	QUANTUM INDUSTRIES LLC	01/08/2024		011924	400.00
						CHECK	253015 TOTAL:	400.00
253016	01/19/2024	PRTD	105814	RAMONA HARRIET TAYLOR	01/08/2024		011924	900.00
						CHECK	253016 TOTAL:	900.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253017	01/19/2024	PRTD	102821	RBJK VENTURE, LLC	01/08/2024		011924	955.00
				RBJK VENTURE, LLC	01/08/2024		011924	825.00
					CHECK		253017 TOTAL:	1,780.00
253018	01/19/2024	PRTD	103703	REAL PROPERTY, MANAGEMENT TRI-CITIE	01/03/2024		011924	1,429.50
				REAL PROPERTY, MANAGEMENT TRI-CITIE	01/03/2024		011924	1,479.50
					CHECK		253018 TOTAL:	2,909.00
253019	01/19/2024	PRTD	105889	RICHARD JAMES VALENTE	01/08/2024		011924	700.00
					CHECK		253019 TOTAL:	700.00
253020	01/19/2024	PRTD	105894	RICHARD KRENZ	01/08/2024		011924	950.00
					CHECK		253020 TOTAL:	950.00
253021	01/19/2024	PRTD	103748	RICHLAND MOBILE HOME PARK	01/08/2024		011924	600.00
					CHECK		253021 TOTAL:	600.00
253022	01/19/2024	PRTD	100338	RICHLAND SKY APARTMENTS LLC	01/08/2024		011924	1,206.00
					CHECK		253022 TOTAL:	1,206.00
253023	01/19/2024	PRTD	103755	RICOH USA, INC	01/01/2024		011924	15.26
				RICOH USA, INC	01/01/2024		011924	471.92
				RICOH USA, INC	11/30/2023		011924	2,026.16
				RICOH USA, INC	01/01/2024		011924	8.14
				RICOH USA, INC	01/01/2024		011924	202.03
				RICOH USA, INC	01/01/2024		011924	35.36
				RICOH USA, INC	01/01/2024		011924	47.71
				RICOH USA, INC	01/01/2024		011924	186.84
				RICOH USA, INC	12/29/2023		011924	55.44

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253023 TOTAL:	3,048.86
253024	01/19/2024	PRTD	103765	RIVER PARK APARTMENTS	01/08/2024		011924	573.00
						CHECK	253024 TOTAL:	573.00
253025	01/19/2024	PRTD	105508	RIVERPOINTE ICG LLC	12/29/2023		011924	1,630.00
				RIVERPOINTE ICG LLC	12/29/2023		011924	191.18
				RIVERPOINTE ICG LLC	12/29/2023		011924	1,560.00
				RIVERPOINTE ICG LLC	12/29/2023		011924	454.52
				RIVERPOINTE ICG LLC	12/29/2023		011924	1,630.00
				RIVERPOINTE ICG LLC	12/29/2023		011924	751.29
						CHECK	253025 TOTAL:	6,216.99
253026	01/19/2024	PRTD	105870	RONALD THOMAS BAYNE	12/05/2023		011924	10,500.00
						CHECK	253026 TOTAL:	10,500.00
253027	01/19/2024	PRTD	103833	SAFE HARBOR CRISIS NURSERY	01/10/2024		011924	17,916.67
						CHECK	253027 TOTAL:	17,916.67
253028	01/19/2024	PRTD	103842	SAGE CREEK APARTMENTS, LLC	12/29/2023		011924	653.00
				SAGE CREEK APARTMENTS, LLC	12/29/2023		011924	1,150.00
				SAGE CREEK APARTMENTS, LLC	12/29/2023		011924	1,150.00
				SAGE CREEK APARTMENTS, LLC	01/08/2024		011924	550.00
						CHECK	253028 TOTAL:	3,503.00
253029	01/19/2024	PRTD	103920	SIERRA ELECTRIC INC	01/10/2024		011924	127.44
						CHECK	253029 TOTAL:	127.44

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253030	01/19/2024	PRTD	103926	SILVER CREEK APARTMENTS	01/08/2024		011924	955.00
				SILVER CREEK APARTMENTS	01/08/2024		011924	970.00
				SILVER CREEK APARTMENTS	01/04/2024		011924	600.00
				SILVER CREEK APARTMENTS	01/04/2024		011924	1,005.00
				SILVER CREEK APARTMENTS	01/04/2024		011924	50.00
				SILVER CREEK APARTMENTS	01/04/2024		011924	1,055.00
				SILVER CREEK APARTMENTS	01/04/2024		011924	50.00
				SILVER CREEK APARTMENTS	01/04/2024		011924	1,055.00
				SILVER CREEK APARTMENTS	01/04/2024		011924	50.00
				SILVER CREEK APARTMENTS	01/04/2024		011924	1,055.00
						CHECK	253030 TOTAL:	6,845.00
253031	01/19/2024	PRTD	103963	SNOHOMISH COUNTY MEDICAL, EXAMINER'	12/31/2023		011924	6,600.00
						CHECK	253031 TOTAL:	6,600.00
253032	01/19/2024	PRTD	103981	SOUND UNIFORM SOLUTIONS INC	12/31/2023		011924	243.60
				SOUND UNIFORM SOLUTIONS INC	12/28/2023		011924	565.24
				SOUND UNIFORM SOLUTIONS INC	12/21/2023		011924	597.31
						CHECK	253032 TOTAL:	1,406.15
253033	01/19/2024	PRTD	103978	SOUNDOFF SIGNAL	12/14/2023		011924	2,947.47
						CHECK	253033 TOTAL:	2,947.47
253034	01/19/2024	PRTD	104029	STAPLES ADVANTAGE	12/30/2023		011924	133.46
						CHECK	253034 TOTAL:	133.46
253035	01/19/2024	PRTD	104059	STONEGATE APARTMENTS	01/08/2024		011924	776.00
				STONEGATE APARTMENTS	01/12/2024		011924	1,335.30

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				STONEGATE APARTMENTS	01/12/2024		011924	1,335.30
						CHECK	253035 TOTAL:	3,446.60
253036	01/19/2024	PRTD	104116	TAHITIAN MOTOR INN	01/11/2024		011924	209.00
				TAHITIAN MOTOR INN	01/11/2024		011924	321.00
				TAHITIAN MOTOR INN	01/11/2024		011924	321.00
						CHECK	253036 TOTAL:	851.00
253037	01/19/2024	PRTD	104841	TANYA LOGSTON	01/09/2024		011924	8,908.90
						CHECK	253037 TOTAL:	8,908.90
253038	01/19/2024	PRTD	105849	TAYT LAWSON	01/11/2024		011924	875.00
				TAYT LAWSON	01/11/2024		011924	1,275.00
				TAYT LAWSON	01/11/2024		011924	1,475.00
						CHECK	253038 TOTAL:	3,625.00
253039	01/19/2024	PRTD	105435	THAXTON PARKINSON PLLC	01/31/2023		011924	175.00
						CHECK	253039 TOTAL:	175.00
253040	01/19/2024	PRTD	104150	THE PERSONAL TOUCH CLEANING, INC	12/31/2023		011924	6,614.37
				THE PERSONAL TOUCH CLEANING, INC	11/30/2023		011924	7,260.38
						CHECK	253040 TOTAL:	13,874.75
253041	01/19/2024	PRTD	100512	THE VINEYARDS APARTMENTS	12/18/2023		011924	814.55
				THE VINEYARDS APARTMENTS	12/18/2023		011924	814.55
				THE VINEYARDS APARTMENTS	12/18/2023		011924	814.55
						CHECK	253041 TOTAL:	2,443.65
253042	01/19/2024	PRTD	105114	TMG PROPERTY MANAGEMENT SERVICES	01/08/2024		011924	990.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		253042 TOTAL:	990.00
253043	01/19/2024	PRTD	104181	TORRES, GABRIELA	01/08/2024		011924	700.00
					CHECK		253043 TOTAL:	700.00
253044	01/19/2024	PRTD	104208	TRI-CITIES MONITORING, INC	01/09/2024		011924	7,466.26
					CHECK		253044 TOTAL:	7,466.26
253045	01/19/2024	PRTD	100684	TRI-CITIES RV RESORT LLC	01/08/2024		011924	750.00
					CHECK		253045 TOTAL:	750.00
253046	01/19/2024	PRTD	104226	TRI-CITY HERALD	11/30/2023		011924	543.58
				TRI-CITY HERALD	11/30/2023		011924	568.68
				TRI-CITY HERALD	11/30/2023		011924	525.87
				TRI-CITY HERALD	11/30/2023		011924	540.15
				TRI-CITY HERALD	12/31/2023		011924	63.34
				TRI-CITY HERALD	12/31/2023		011924	136.86
				TRI-CITY HERALD	12/31/2023		011924	136.86
				TRI-CITY HERALD	11/30/2023		011924	-278.86
				TRI-CITY HERALD	11/30/2023		011924	-285.65
					CHECK		253046 TOTAL:	1,950.83
253047	01/19/2024	PRTD	104256	TWIN DOLPHIN APTS	01/08/2024		011924	660.00
					CHECK		253047 TOTAL:	660.00
253048	01/19/2024	PRTD	104324	VALLEY PUBLISHING CO	12/28/2023		011924	143.72
					CHECK		253048 TOTAL:	143.72
253049	01/19/2024	PRTD	103061	VBT MCMURRAY PARK LLC	12/28/2023		011924	1,900.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253049 TOTAL:	1,900.00
253050	01/19/2024	PRTD	105961	VERONICA SILVA	01/09/2024		011924	174.18
						CHECK	253050 TOTAL:	174.18
253051	01/19/2024	PRTD	105961	VERONICA SILVA	01/09/2024		011924	2,000.00
						CHECK	253051 TOTAL:	2,000.00
253052	01/19/2024	PRTD	104477	WA ST UNIVERSITY, WSU CASHIER	01/01/2024		011924	11,490.75
						CHECK	253052 TOTAL:	11,490.75
253053	01/19/2024	PRTD	104417	WASHINGTON COUNTIES RISK POOL	12/31/2023		011924	5,581.91
				WASHINGTON COUNTIES RISK POOL	12/31/2023		011924	1,588.50
				WASHINGTON COUNTIES RISK POOL	12/31/2023		011924	4,504.90
				WASHINGTON COUNTIES RISK POOL	12/31/2023		011924	783.00
						CHECK	253053 TOTAL:	12,458.31
253054	01/19/2024	PRTD	104469	WASHINGTON SQUARE APTS	12/29/2023		011924	429.00
				WASHINGTON SQUARE APTS	12/29/2023		011924	429.00
				WASHINGTON SQUARE APTS	12/29/2023		011924	429.00
				WASHINGTON SQUARE APTS	12/29/2023		011924	429.00
				WASHINGTON SQUARE APTS	12/29/2023		011924	29.74
				WASHINGTON SQUARE APTS	12/29/2023		011924	29.58
				WASHINGTON SQUARE APTS	12/29/2023		011924	27.37
						CHECK	253054 TOTAL:	1,802.69
253055	01/19/2024	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	01/02/2024		011924	1,166.00
						CHECK	253055 TOTAL:	1,166.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253056	01/19/2024	PRTD	104378	WASPC	11/30/2023		011924	475.00
					CHECK		253056 TOTAL:	475.00
253057	01/19/2024	PRTD	101187	WILDFLOWER KENNEWICK 127, LLC	01/08/2024		011924	1,206.00
					CHECK		253057 TOTAL:	1,206.00
253058	01/19/2024	PRTD	104566	WINCO FOODS, LLC	01/03/2024		011924	128.09
				WINCO FOODS, LLC	01/03/2024		011924	198.48
				WINCO FOODS, LLC	01/03/2024		011924	249.34
				WINCO FOODS, LLC	01/03/2024		011924	99.71
				WINCO FOODS, LLC	01/03/2024		011924	184.54
				WINCO FOODS, LLC	01/03/2024		011924	161.85
				WINCO FOODS, LLC	01/03/2024		011924	149.88
				WINCO FOODS, LLC	01/03/2024		011924	200.00
				WINCO FOODS, LLC	01/03/2024		011924	199.32
				WINCO FOODS, LLC	01/03/2024		011924	150.00
				WINCO FOODS, LLC	01/03/2024		011924	200.00
				WINCO FOODS, LLC	01/03/2024		011924	100.00
				WINCO FOODS, LLC	01/03/2024		011924	249.60
				WINCO FOODS, LLC	01/03/2024		011924	199.55
				WINCO FOODS, LLC	01/03/2024		011924	245.93
				WINCO FOODS, LLC	01/03/2024		011924	100.00
				WINCO FOODS, LLC	01/03/2024		011924	99.16
				WINCO FOODS, LLC	01/03/2024		011924	250.00
				WINCO FOODS, LLC	01/03/2024		011924	200.00
				WINCO FOODS, LLC	01/03/2024		011924	200.00
				WINCO FOODS, LLC	01/03/2024		011924	142.85

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				WINCO FOODS, LLC	01/03/2024		011924	194.61
						CHECK	253058 TOTAL:	3,902.91
253059	01/19/2024	PRTD	104566	WINCO FOODS, LLC	01/03/2024		011924	90.00
				WINCO FOODS, LLC	01/03/2024		011924	69.14
				WINCO FOODS, LLC	01/03/2024		011924	51.84
				WINCO FOODS, LLC	01/03/2024		011924	89.74
				WINCO FOODS, LLC	01/03/2024		011924	75.00
				WINCO FOODS, LLC	01/03/2024		011924	59.56
						CHECK	253059 TOTAL:	435.28
253060	01/19/2024	PRTD	104569	WINCO FOODS, LLC	01/02/2024		011924	200.00
				WINCO FOODS, LLC	01/02/2024		011924	200.00
				WINCO FOODS, LLC	01/02/2024		011924	165.92
				WINCO FOODS, LLC	01/02/2024		011924	176.22
				WINCO FOODS, LLC	01/02/2024		011924	212.12
				WINCO FOODS, LLC	01/02/2024		011924	250.00
				WINCO FOODS, LLC	01/02/2024		011924	184.58
				WINCO FOODS, LLC	01/02/2024		011924	198.53
				WINCO FOODS, LLC	01/02/2024		011924	199.87
				WINCO FOODS, LLC	01/02/2024		011924	196.11
				WINCO FOODS, LLC	01/02/2024		011924	199.28
				WINCO FOODS, LLC	01/02/2024		011924	171.46
				WINCO FOODS, LLC	01/02/2024		011924	158.25
				WINCO FOODS, LLC	01/02/2024		011924	188.86
				WINCO FOODS, LLC	01/02/2024		011924	174.45
				WINCO FOODS, LLC	01/02/2024		011924	198.06

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				WINCO FOODS, LLC	01/02/2024		011924	158.42
				WINCO FOODS, LLC	01/02/2024		011924	250.00
				WINCO FOODS, LLC	01/02/2024		011924	250.00
				WINCO FOODS, LLC	01/02/2024		011924	230.50
				WINCO FOODS, LLC	01/02/2024		011924	250.00
				WINCO FOODS, LLC	01/02/2024		011924	183.31
					CHECK		253060 TOTAL:	4,395.94
253061	01/19/2024	PRTD	104569	WINCO FOODS, LLC	01/02/2024		011924	96.13
				WINCO FOODS, LLC	01/02/2024		011924	137.87
				WINCO FOODS, LLC	01/02/2024		011924	147.64
				WINCO FOODS, LLC	01/02/2024		011924	100.00
				WINCO FOODS, LLC	01/02/2024		011924	148.38
				WINCO FOODS, LLC	01/02/2024		011924	100.00
				WINCO FOODS, LLC	01/02/2024		011924	150.00
				WINCO FOODS, LLC	01/02/2024		011924	80.00
				WINCO FOODS, LLC	01/02/2024		011924	40.00
				WINCO FOODS, LLC	01/02/2024		011924	154.04
				WINCO FOODS, LLC	01/02/2024		011924	91.93
				WINCO FOODS, LLC	01/02/2024		011924	98.41
				WINCO FOODS, LLC	01/02/2024		011924	74.44
				WINCO FOODS, LLC	01/02/2024		011924	99.52
				WINCO FOODS, LLC	01/02/2024		011924	152.00
				WINCO FOODS, LLC	01/02/2024		011924	99.86
				WINCO FOODS, LLC	01/02/2024		011924	99.01
				WINCO FOODS, LLC	01/02/2024		011924	109.76

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				WINCO FOODS, LLC	01/02/2024		011924	64.15
				WINCO FOODS, LLC	01/02/2024		011924	50.00
				WINCO FOODS, LLC	01/02/2024		011924	99.18
				WINCO FOODS, LLC	01/02/2024		011924	122.60
						CHECK	253061 TOTAL:	2,314.92
253062	01/19/2024	PRTD	104569	WINCO FOODS, LLC	01/02/2024		011924	25.00
				WINCO FOODS, LLC	01/02/2024		011924	32.27
						CHECK	253062 TOTAL:	57.27
253063	01/19/2024	PRTD	104576	WISE	01/09/2024		011924	2,912.50
				WISE	12/20/2023		011924	327.93
				WISE	01/09/2024		011924	990.00
						CHECK	253063 TOTAL:	4,230.43
253064	01/19/2024	PRTD	104363	WSACA - EDUCATION COMMITTEE	01/16/2024		011924	125.00
						CHECK	253064 TOTAL:	125.00
253065	01/19/2024	PRTD	104617	ZAG INVESTMENTS LLC	01/08/2024		011924	588.00
						CHECK	253065 TOTAL:	588.00

NUMBER OF CHECKS 179 *** CASH ACCOUNT TOTAL *** 1,159,052.13

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	179	1,159,052.13

*** GRAND TOTAL *** 1,159,052.13

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
2024 1 1547									
APP HS850000-21340					Vouchers Payable			194,109.23	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				1,159,052.13
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP HH850000-21340					Vouchers Payable			67,078.83	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			16,377.08	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			63,548.48	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			332.37	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP BS850000-21340					Vouchers Payable			3,001.38	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340					Vouchers Payable			270,508.37	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			98,180.01	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			205,454.19	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			8,363.37	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			10,402.63	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			3,432.94	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			17,011.42	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			5,584.29	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			187,659.00	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP PD850000-21340					Vouchers Payable			110.00	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP CV850000-21340					Vouchers Payable			622.38	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			2,026.16	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
APP SI850000-21340					Vouchers Payable			5,250.00	
01/19/2024	011924	011924			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			1,159,052.13	1,159,052.13
APP 99900000-81080					Due To Human Services			194,109.23	
01/19/2024	011924	011924							
APP HS810000-11110					Cash Equity				194,109.23

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
	01/19/2024	011924	011924							
APP 99900000-81540	01/19/2024	011924	011924			Due To Homeless Hsng & Assistn			67,078.83	
APP HH810000-11110	01/19/2024	011924	011924			Cash Equity				67,078.83
APP 99900000-81040	01/19/2024	011924	011924			Due To Veterans Assistance Fnd			16,377.08	
APP VA810000-11110	01/19/2024	011924	011924			Cash Equity				16,377.08
APP 99900000-81150	01/19/2024	011924	011924			Due To Juvenile Center			63,548.48	
APP JC810000-11110	01/19/2024	011924	011924			Cash Equity				63,548.48
APP 99900000-81490	01/19/2024	011924	011924			Due To Protective Insp Srvs Fd			332.37	
APP BU810000-11110	01/19/2024	011924	011924			Cash Equity				332.37
APP 99900000-81270	01/19/2024	011924	011924			Due To Boating Safety & Patrol			3,001.38	
APP BS810000-11110	01/19/2024	011924	011924			Cash Equity				3,001.38
APP 99900000-80010	01/19/2024	011924	011924			Due To General Fund			270,508.37	
APP GF001000-11110	01/19/2024	011924	011924			Cash Equity				270,508.37
APP 99900000-81480	01/19/2024	011924	011924			Due To Public Safety Tax Fund			98,180.01	
APP PS810000-11110	01/19/2024	011924	011924			Cash Equity				98,180.01
APP 99900000-83050	01/19/2024	011924	011924			Due To Capital Projects			205,454.19	
APP CP810000-11110	01/19/2024	011924	011924			Cash Equity				205,454.19
APP 99900000-81350	01/19/2024	011924	011924			Due To Sustainable Development			8,363.37	
APP SD810000-11110	01/19/2024	011924	011924			Cash Equity				8,363.37
APP 99900000-81110	01/19/2024	011924	011924			Due To Election Reserve			10,402.63	
APP EL100000-11110	01/19/2024	011924	011924			Cash Equity				10,402.63
APP 99900000-81240	01/19/2024	011924	011924			Due To Fairgrounds Oper Budget			3,432.94	
APP FG810000-11110	01/19/2024	011924	011924			Cash Equity				3,432.94
APP 99900000-85040	01/19/2024	011924	011924			Due To Insurance Management			17,011.42	
APP IM810000-11110	01/19/2024	011924	011924			Cash Equity				17,011.42

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
APP 99900000-81160 01/19/2024 011924	011924			Due To Inmate Benevolence Fund			5,584.29	
APP IB810000-11110 01/19/2024 011924	011924			Cash Equity				5,584.29
APP 99900000-85030 01/19/2024 011924	011924			Due To Workmens Compensation			187,659.00	
APP WC810000-11110 01/19/2024 011924	011924			Cash Equity				187,659.00
APP 99900000-81100 01/19/2024 011924	011924			Due To Park Development			110.00	
APP PD810000-11110 01/19/2024 011924	011924			Cash Equity				110.00
APP 99900000-81200 01/19/2024 011924	011924			Due To Crime Victim Comp			622.38	
APP CV810000-11110 01/19/2024 011924	011924			Cash Equity				622.38
APP 99900000-85020 01/19/2024 011924	011924			Due To Central Services			2,026.16	
APP IT810000-11110 01/19/2024 011924	011924			Cash Equity				2,026.16
APP 99900000-81260 01/19/2024 011924	011924			Due To Sheriff Investig Fund			5,250.00	
APP SI810000-11110 01/19/2024 011924	011924			Cash Equity				5,250.00
				SYSTEM GENERATED ENTRIES TOTAL			1,159,052.13	1,159,052.13
				JOURNAL 2024/01/1547 TOTAL			2,318,104.26	2,318,104.26

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	1	1547	01/19/2024			
GF001000-11110				Cash Equity			270,508.37
GF005000-21340				Vouchers Payable		270,508.37	
					FUND TOTAL	270,508.37	270,508.37
1040 Veterans Assistance Fund	2024	1	1547	01/19/2024			
VA810000-11110				Cash Equity			16,377.08
VA850000-21340				Vouchers Payable		16,377.08	
					FUND TOTAL	16,377.08	16,377.08
1080 Human Services	2024	1	1547	01/19/2024			
HS810000-11110				Cash Equity			194,109.23
HS850000-21340				Vouchers Payable		194,109.23	
					FUND TOTAL	194,109.23	194,109.23
1100 Park Development	2024	1	1547	01/19/2024			
PD810000-11110				Cash Equity			110.00
PD850000-21340				Vouchers Payable		110.00	
					FUND TOTAL	110.00	110.00
1110 Election Reserve	2024	1	1547	01/19/2024			
EL100000-11110				Cash Equity			10,402.63
EL500000-21340				Vouchers Payable		10,402.63	
					FUND TOTAL	10,402.63	10,402.63
1150 Juvenile Center	2024	1	1547	01/19/2024			
JC810000-11110				Cash Equity			63,548.48
JC850000-21340				Vouchers Payable		63,548.48	
					FUND TOTAL	63,548.48	63,548.48
1160 Inmate Benevolence Fund	2024	1	1547	01/19/2024			
IB810000-11110				Cash Equity			5,584.29
IB850000-21340				Vouchers Payable		5,584.29	
					FUND TOTAL	5,584.29	5,584.29
1200 Crime Victim Comp	2024	1	1547	01/19/2024			
CV810000-11110				Cash Equity			622.38
CV850000-21340				Vouchers Payable		622.38	
					FUND TOTAL	622.38	622.38
1240 Event Center	2024	1	1547	01/19/2024			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
FG810000-11110					Cash Equity			3,432.94
FG850000-21340					Vouchers Payable		3,432.94	
						FUND TOTAL	3,432.94	3,432.94
1260 Sheriff Investigative Fund	2024	1	1547	01/19/2024				
SI810000-11110					Cash Equity			5,250.00
SI850000-21340					Vouchers Payable		5,250.00	
						FUND TOTAL	5,250.00	5,250.00
1270 Boating Safety & Patrol Fund	2024	1	1547	01/19/2024				
BS810000-11110					Cash Equity			3,001.38
BS850000-21340					Vouchers Payable		3,001.38	
						FUND TOTAL	3,001.38	3,001.38
1350 Sustainable Development	2024	1	1547	01/19/2024				
SD810000-11110					Cash Equity			8,363.37
SD850000-21340					Vouchers Payable		8,363.37	
						FUND TOTAL	8,363.37	8,363.37
1480 Public Safety Tax Fund	2024	1	1547	01/19/2024				
PS810000-11110					Cash Equity			98,180.01
PS850000-21340					Vouchers Payable		98,180.01	
						FUND TOTAL	98,180.01	98,180.01
1490 Protective Inspection Srvs Fnd	2024	1	1547	01/19/2024				
BU810000-11110					Cash Equity			332.37
BU850000-21340					Vouchers Payable		332.37	
						FUND TOTAL	332.37	332.37
1540 Homeless Housing And Assistnce	2024	1	1547	01/19/2024				
HH810000-11110					Cash Equity			67,078.83
HH850000-21340					Vouchers Payable		67,078.83	
						FUND TOTAL	67,078.83	67,078.83
3050 Capital Projects	2024	1	1547	01/19/2024				
CP810000-11110					Cash Equity			205,454.19
CP850000-21340					Vouchers Payable		205,454.19	
						FUND TOTAL	205,454.19	205,454.19
5020 Central Services	2024	1	1547	01/19/2024				
IT810000-11110					Cash Equity			2,026.16

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
IT850000-21340					Vouchers Payable	2,026.16	
					FUND TOTAL	2,026.16	2,026.16
5030 Workmens Compensation	2024	1	1547	01/19/2024			
WC810000-11110					Cash Equity		187,659.00
WC850000-21340					Vouchers Payable	187,659.00	
					FUND TOTAL	187,659.00	187,659.00
5040 Insurance Management	2024	1	1547	01/19/2024			
IM810000-11110					Cash Equity		17,011.42
IM850000-21340					Vouchers Payable	17,011.42	
					FUND TOTAL	17,011.42	17,011.42
9999 Treasurers Pooled Cash	2024	1	1547	01/19/2024			
99900000-11120					AP Check Claims Clearing		1,159,052.13
99900000-80010					Due To General Fund	270,508.37	
99900000-81040					Due To Veterans Assistance Fnd	16,377.08	
99900000-81080					Due To Human Services	194,109.23	
99900000-81100					Due To Park Development	110.00	
99900000-81110					Due To Election Reserve	10,402.63	
99900000-81150					Due To Juvenile Center	63,548.48	
99900000-81160					Due To Inmate Benevolence Fund	5,584.29	
99900000-81200					Due To Crime Victim Comp	622.38	
99900000-81240					Due To Fairgrounds Oper Budget	3,432.94	
99900000-81260					Due To Sheriff Investig Fund	5,250.00	
99900000-81270					Due To Boating Safety & Patrol	3,001.38	
99900000-81350					Due To Sustainable Development	8,363.37	
99900000-81480					Due To Public Safety Tax Fund	98,180.01	
99900000-81490					Due To Protective Insp Srvs Fd	332.37	
99900000-81540					Due To Homeless Hsng & Assistn	67,078.83	
99900000-83050					Due To Capital Projects	205,454.19	
99900000-85020					Due To Central Services	2,026.16	
99900000-85030					Due To Workmens Compensation	187,659.00	
99900000-85040					Due To Insurance Management	17,011.42	
					FUND TOTAL	1,159,052.13	1,159,052.13

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		270,508.37
1040	Veterans Assistance Fund		16,377.08
1080	Human Services		194,109.23
1100	Park Development		110.00
1110	Election Reserve		10,402.63
1150	Juvenile Center		63,548.48
1160	Inmate Benevolence Fund		5,584.29
1200	Crime Victim Comp		622.38
1240	Event Center		3,432.94
1260	Sheriff Investigative Fund		5,250.00
1270	Boating Safety & Patrol Fund		3,001.38
1350	Sustainable Development		8,363.37
1480	Public Safety Tax Fund		98,180.01
1490	Protective Inspection Srvs Fnd		332.37
1540	Homeless Housing And Assistnce		67,078.83
3050	Capital Projects		205,454.19
5020	Central Services		2,026.16
5030	Workmens Compensation		187,659.00
5040	Insurance Management		17,011.42
9999	Treasurers Pooled Cash	1,159,052.13	
	TOTAL	1,159,052.13	1,159,052.13

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

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
770	01/19/2024	EFT	102812	K & H INTEGRATED PRINT, SOLUTIONS	01/16/2024		011924E	629.63
						CHECK	770 TOTAL:	629.63
				NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		629.63

	COUNT	AMOUNT
TOTAL EFT'S	1	629.63

*** GRAND TOTAL *** 629.63

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
2024 1 1551				
APP EL500000-21340	Vouchers Payable		629.63	
01/19/2024 011924E 011924	AP CASH DISBURSEMENTS JOURNAL			
APP 99900000-11121	AP Wire Clearing			629.63
01/19/2024 011924E 011924	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		629.63	629.63
APP 99900000-81110	Due To Election Reserve		629.63	
01/19/2024 011924E 011924				
APP EL100000-11110	Cash Equity			629.63
01/19/2024 011924E 011924				
	SYSTEM GENERATED ENTRIES TOTAL		629.63	629.63
	JOURNAL 2024/01/1551 TOTAL		1,259.26	1,259.26

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
1110 Election Reserve	2024	1	1551	01/19/2024		
EL100000-11110				Cash Equity		629.63
EL500000-21340				Vouchers Payable	629.63	
				FUND TOTAL	629.63	629.63
9999 Treasurers Pooled Cash	2024	1	1551	01/19/2024		
99900000-11121				AP Wire Clearing		629.63
99900000-81110				Due To Election Reserve	629.63	
				FUND TOTAL	629.63	629.63

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
1110 Election Reserve		629.63
9999 Treasurers Pooled Cash	629.63	
TOTAL	629.63	629.63

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

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1488	01/19/2024	WIRE	101046	B C MEALS	01/05/2024			167.95
							CHECK 1488 TOTAL:	167.95
1490	01/19/2024	WIRE	101529	B C WORKMANS COMP	01/11/2024			38,722.08
							CHECK 1490 TOTAL:	38,722.08
1496	01/19/2024	WIRE	105532	B C JURY PAY	01/12/2024			7,683.91
							CHECK 1496 TOTAL:	7,683.91
1497	01/19/2024	WIRE	101046	B C MEALS	01/05/2024			228.95
							CHECK 1497 TOTAL:	228.95
				NUMBER OF CHECKS 4			*** CASH ACCOUNT TOTAL ***	46,802.89

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	4	46,802.89

*** GRAND TOTAL *** 46,802.89

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
2024 1 1548									
APP GF005000-21340					Vouchers Payable			8,080.81	
01/19/2024	CASH DISB	011924			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100					Main Checking				46,802.89
01/19/2024	CASH DISB	011924			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			38,722.08	
01/19/2024	CASH DISB	011924			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			46,802.89	46,802.89
APP 99900000-80010					Due To General Fund			8,080.81	
01/19/2024	CASH DISB	011924							
APP GF001000-11110					Cash Equity				8,080.81
01/19/2024	CASH DISB	011924							
APP 99900000-85030					Due To Workmens Compensation			38,722.08	
01/19/2024	CASH DISB	011924							
APP WC810000-11110					Cash Equity				38,722.08
01/19/2024	CASH DISB	011924							
					SYSTEM GENERATED ENTRIES TOTAL			46,802.89	46,802.89
					JOURNAL 2024/01/1548 TOTAL			93,605.78	93,605.78

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	1	1548	01/19/2024			
GF001000-11110				Cash Equity			8,080.81
GF005000-21340				Vouchers Payable		8,080.81	
					FUND TOTAL	8,080.81	8,080.81
5030 Workmens Compensation	2024	1	1548	01/19/2024			
WC810000-11110				Cash Equity			38,722.08
WC850000-21340				Vouchers Payable		38,722.08	
					FUND TOTAL	38,722.08	38,722.08
9999 Treasurers Pooled Cash	2024	1	1548	01/19/2024			
99900000-11100				Main Checking			46,802.89
99900000-80010				Due To General Fund		8,080.81	
99900000-85030				Due To Workmens Compensation		38,722.08	
					FUND TOTAL	46,802.89	46,802.89

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		8,080.81
5030 Workmens Compensation		38,722.08
9999 Treasurers Pooled Cash	46,802.89	
TOTAL	46,802.89	46,802.89

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

CASH ACCOUNT: 99900000 11124 Federal Tax

CHECK NO	CHK DATE	TYPE	VENDOR	NAME		INV DATE	PO	CHECK	NET
1498	01/19/2024	WIRE	104460	WA ST DEPT OF REVENUE, #035000971		01/17/2024			67.56
								CHECK 1498 TOTAL:	67.56
1499	01/19/2024	WIRE	104483	WA ST DEPT OF RET SYS	LEOFF 2	01/17/2024			647.59
								CHECK 1499 TOTAL:	647.59
1500	01/19/2024	WIRE	104483	WA ST DEPT OF RET SYS	LEOFF 2	01/17/2024			16.23
								CHECK 1500 TOTAL:	16.23
					NUMBER OF CHECKS 3			*** CASH ACCOUNT TOTAL ***	731.38

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	3	731.38

*** GRAND TOTAL *** 731.38

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024 1 1550									
APP GF005000-21340					Vouchers Payable			731.38	
01/19/2024	CASH DISB	011924			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124					Federal Tax				731.38
01/19/2024	CASH DISB	011924			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			731.38	731.38
APP 99900000-80010					Due To General Fund			731.38	
01/19/2024	CASH DISB	011924							
APP GF001000-11110					Cash Equity				731.38
01/19/2024	CASH DISB	011924							
					SYSTEM GENERATED ENTRIES TOTAL			731.38	731.38
					JOURNAL 2024/01/1550 TOTAL			1,462.76	1,462.76

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	1	1550	01/19/2024			
GF001000-11110				Cash Equity			731.38
GF005000-21340				Vouchers Payable		731.38	
					FUND TOTAL	731.38	731.38
9999 Treasurers Pooled Cash	2024	1	1550	01/19/2024			
99900000-11124				Federal Tax			731.38
99900000-80010				Due To General Fund		731.38	
					FUND TOTAL	731.38	731.38

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		731.38
9999 Treasurers Pooled Cash	731.38	
TOTAL	731.38	731.38

** 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: 01/22/2024

Warrants # 253066
Total of all Funds: $5,500.00

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed _____

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253066	01/22/2024	PRTD	100702	LAW OFFICE OF JOSEPH D WHITE , PLL	12/06/2023		012224	5,500.00
						CHECK	253066 TOTAL:	5,500.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 5,500.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	5,500.00

*** GRAND TOTAL *** 5,500.00

JOURNAL ENTRIES TO BE CREATED

CLERK: MCN

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024 1 1777									
APP GF005000-21340					Vouchers Payable			5,500.00	
01/22/2024	012224	012224			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				5,500.00
01/22/2024	012224	012224			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			5,500.00	5,500.00
APP 99900000-80010					Due To General Fund			5,500.00	
01/22/2024	012224	012224							
APP GF001000-11110					Cash Equity				5,500.00
01/22/2024	012224	012224							
					SYSTEM GENERATED ENTRIES TOTAL			5,500.00	5,500.00
					JOURNAL 2024/01/1777 TOTAL			11,000.00	11,000.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
0010 General Fund	2024	1	1777	01/22/2024		
GF001000-11110				Cash Equity		5,500.00
GF005000-21340				Vouchers Payable	5,500.00	
				FUND TOTAL	5,500.00	5,500.00
9999 Treasurers Pooled Cash	2024	1	1777	01/22/2024		
99900000-11120				AP Check Claims Clearing		5,500.00
99900000-80010				Due To General Fund	5,500.00	
				FUND TOTAL	5,500.00	5,500.00

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		5,500.00
9999 Treasurers Pooled Cash	5,500.00	
TOTAL	5,500.00	5,500.00

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	Approval to issue RFP for Behavioral Health Field Responder Team
Presenter:	N/A
Prepared By:	Matt Rasmussen
Reviewed By:	N/A

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

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

Summary / Background Information

The Benton Franklin Behavioral Health Advisory Committee verbally requested that providers in the area submit proposals to operate Field responder teams within Benton and Franklin Counties. The teams are intended to be able to respond to non-life/safety calls related to behavioral health. This response will reduce the time spent by law enforcement or emergency medical responders going to calls when there is not a public safety issue or medical emergency.

Because the call for proposals was only issued verbally, the responses varied wildly. The Committee determined that a more formal response was needed but also decided that the pool should be limited to those providers who responded to the first call. A formal RFP has been prepared to give providers a set of guidelines on how their proposal should be prepared and submitted.

Fiscal Impact

To be determined. All funding will come from the Behavioral Health Fund (1600). Some costs may be split with Franklin County if they agree to participate in services.

Recommendation

Staff recommends that the RFP be issued.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING A REQUEST FOR PROPOSALS FOR BEHAVIORAL HEALTH FIELD RESPONDER TEAMS

WHEREAS, the Benton Franklin Behavioral Health Advisory Committee has identified a need in the community to have teams of people who can respond to non-emergency calls related to behavioral health issues; and

WHEREAS, the Committee identified three contractors who are interested in providing field responder teams; and

WHEREAS, a formal request for proposals (RFP) is needed to ensure each contractor has an opportunity to submit a consistent competitive proposal; and

WHEREAS, the Benton Franklin Behavioral Health advisory committee recommends that Benton County issue such a RFP to get formal proposals from the three identified contractors; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of County Commissioners hereby authorizes the issuance of a request for proposals for behavioral health field responder teams.

Dated this 30th day of January, 2024.

_____
Chairman of the Board

_____
Chairman, ProTem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Commissioners **M Rasmussen**

February 5, 2023

REQUEST FOR PROPOSALS

BEHAVIORAL HEALTH FIELD RESPONDER TEAM

Benton County of Washington State, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, hereby notify all bidders that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

SUBMITTAL DEADLINE **March 15, 2024 3:00PM PST**	**SUBMIT** **Email, PDF format to** **matt.rasmussen@co.benton.wa.us**

Questions should be directed to Matt Rasmussen, Deputy County Administrator, Benton County
(509) 786-5600, Ext. 5646
matt.rasmussen@co.benton.wa.us

REQUEST FOR PROPOSALS

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1. GENERAL CONDITIONS
2. PURPOSE AND INVITATION
3. QUALIFICATIONS
4. REQUIRED CONTENT
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6. RFP EVALUTION AND SELECTION PROCESS
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8. RFP AMENDMENTS
9. SUBMISSION, COMPLIANCE AND WITHDRAWAL OF PROPOSALS
10. PROPOSAL REVIEW, SELECTION AND EXECUTION

ATTACHMENT A – INSURANCE AND INDEMNIFICATION REQUIREMENTS

ATTACHMENT B – RISK ASSESSMENT QUESTIONS

ATTACHMENT C – MASTER Q & A FORM

ATTACHMENT D – SUPPLIER CONTACT INFORMATION

1. GENERAL CONDITIONS

a. It is the responsibility of the contractor to read the entire Request for Proposals and inquire about any portions that are not understood.

b. The County reserves the right to reject any and/or all proposals received and to waive informalities in the proposal process.

c. The County is not responsible for any cost incurred by any contractor who chooses to submit a proposal.

d. Proposals shall remain in effect for not less than ninety (90) calendar days from the date that proposals are due.

e. The selected contractor will be expected to enter into a contract with the County to reflect the terms of its proposal and containing the insurance and indemnification requirements attached hereto as Exhibit A.

f. The sole point of contact relative to the bidding process, through and including contract execution is:

Matt Rasmussen, Deputy County Administrator
7122 W. Okanogan Place, Suite E330
Kennewick, WA 99336
509-786-5600 Ext. 5646
Matt.rasmussen@co.benton.wa.us

2. PURPOSE AND INVITATION

a. Benton County is seeking final proposals from the three contractors who responded with interest to the original request for proposals due July 6, 2023. After receipt of those proposals the Benton Franklin Behavioral Health Advisory Committee determined that a more formal process was required that should result in more consistency in responses. This proposal is only being issued to those three contractors who responded to the initial solicitation. Each responder is expected to bring their best and most competitive proposal.

b. The purpose of the Field Responder Team is to provide assistance and relief to first responders including local law enforcement agencies, fire departments, and emergency medical providers for emergency and non-emergency requests related to behavioral health, alcohol, and substance abuse issues. The team may respond in coordination with emergency service agencies or the appropriate behavioral health resource in place of emergency service agencies depending on the needs of the individual involved, and the safety considerations for the Field Responder Team. The team will respond to the location of the individual immediately upon being dispatched. Assistance provided by the team will include support for the person involved, and facilitation of care and treatment coordination with other healthcare system partners.

Employees serving as part of the field responder team will operate in close coordination with the Behavioral Health facilities located and operating in Benton and Franklin County, all local hospitals, and other health care providers as part of the patient care continuum.

3. QUALFICATIONS

a. The anticipated number of individuals serving in these roles will include:

- Three (3) employees trained as peer counselors
- Three (3) behavioral health clinicians

b. **Education.** Minimum of a bachelor's degree is required for the behavioral health clinician; master's degree is preferred.

c. **Good Standing.** All applicants must be in good standing with all applicable oversight entities. Current in-network providers must continuously meet Good Standing criteria. This means that the applicant:

i. is in compliance with the standards and requirements of all applicable oversight entities;

ii. has submitted all required documents, payments and fees to the U.S. Internal Revenue Service, the WA Department of Revenue, WA Secretary of State, the WA Department of Labor, and the WA Department of Health and Human Services (DHHS) and its Departments and Divisions;

iii. has not filed for or is not currently in Bankruptcy; and

iv. has not had any sanctions imposed against it, including, but not limited to the following:

- Any Local Management Entity/Managed Care Organization (LME/MCO): Contract Termination or Suspension, Referral Freeze, non-compliance with a Plan of Correction, Past Due Overpayment, Prepayment Review, Payment Suspension
- WA Department of Health and Human Services
- WA Medicaid/WA Division of Health Benefits (DHB): Contract Termination or Suspension, Payment Suspension, Prepayment Review, Outstanding Final Overpayment
- DMH/DD/SAS: Revocation, Unresolved Plan of Correction
- DHSR: Unresolved Type A or B penalty under Article 3, Active Suspension of Admissions, Active Summary Suspension, Active Notice of Revocation or Revocation in Effect
- U.S. Internal Revenue Service: Unresolved tax or payroll liabilities
- WA Department of Revenue: Unresolved tax or payroll liabilities
- WA Department of Labor: Unresolved payroll liabilities
- WA Secretary of State: Administrative Dissolution, Revocation of Authority, Notice of Grounds for other reason, Revenue Suspension; providers organized as a corporate entity must have a "Current – Active" registration with the NC Secretary of State
- Boards of Licensure or Certification for the applicable Scope of Practice
- Provider's Selected Accrediting Body

d. **Disclosure of Sanctions**. Applicants are required to disclose all pending or final sanctions under the Medicare or Medicaid programs including paybacks, lawsuits, insurance claims or payouts. Applicants must also disclose sanctions and disciplinary actions issued by applicable licensure boards, and adverse actions by regulatory agencies within the past five years or now pending.

The provider's owner(s) and managing employee(s) may not previously have been the owners or managing employees of a provider that had its participation in any State's Medicaid program or the Medicare program involuntarily terminated for any reason or owes an outstanding overpayment to an LME/MCO or an outstanding final overpayment to DHHS.

4. REQUIRED CONTENT

a. Cover letter**.** Interested providers must submit a cover letter that outlines why they believe they are the best fit and most qualified to provide the service, how they will work collaboratively as part of the continuum of care for individuals that need this service, and what challenges they believe will be involved with establishing and operating this service.

b. Provider's Qualifications**.** Interested providers must provide a detailed description of their experience and qualifications they believe make them qualified to provide this service. The information provided must include the following:

- The number of years involved with work related to behavioral health services
- The number of years the organization has been in business
- Any work similar in nature to what this RFP is requesting
- All certifications and licenses held by the organization

c. Anticipated Costs**.** The funding available for this program will be evaluated and determined as part of a comprehensive process that includes the development of a sustainable budget for all behavioral health services provided in Benton and Franklin Counties funded through the 0.1% Mental Health and Chemical Dependency sales tax and other related sources. Actual funding amounts will be recommended by the Benton Franklin Behavioral Health Advisory Committee and are subject to approval by the Benton and Franklin County Commissioners.

Providers interested in delivering this service should include cost information for the following in an all-inclusive proposed budget:

i. The anticipated cost for personnel (wages and benefits)
ii. The anticipated cost for supplies and equipment required to run the program
iii. The anticipated cost for required vehicles
   - Purchase cost, lease cost, or anticipated mileage reimbursement costs
   - Any costs that may be associated with outfitting a vehicle
iv. The anticipated cost of for communication systems
   - Telephones
   - Radios
   - Other
v. The anticipated cost for information technology
   - Computers
   - Software
   - Other
vi. The anticipated cost for work space
   - Lease, rental, or purchase
   - The costs to furnish the work space
vii. **Other supplies**
   - Any required items that do not fall under other categories listed
viii. **The anticipated cost for all required training**
   - **Initial training**
   - **Ongoing training**

d. **Comprehensive Plan with Onboarding/Training Requirements.** Interested providers shall also provide a comprehensive plan that outlines all of the elements that will be included in the onboarding and training process for employees hired to serve as part of the Behavioral Health Field Responder Teams, as well as the timeline and phases required to accomplish the training and onboarding process(es). This should include the following:

i. Time required to recruit and select the employees required to fill the vacant positions
ii. Orientation training
iii. Training on systems, equipment, and software including, but not limited to:
   - Policies
   - Required Records Management Systems
   - Radio Communication
   - Dispatch practices
     - Call types
     - Dispatching processes
   - Partner agency meetings
   - Other required training not listed

e. **Disclosure.** Any information supplied by a Provider in response to this RFP shall be subject to disclosure as part of the Public Records Act, RCW 42.56 et seq. All proposals received shall remain confidential until:
   i. A contract, if any, resulting from this RFP is signed by the County and a provider; or
   ii. A decision of no award is made, thereafter the proposal shall be deemed public records as defined in RCW 42.56 et seq.

   If the County receives a public records request for this proposal and/or for documents and/or materials provided to the County under this proposal, generally such information will be a public record and must be disclosed to the public records requester. However, the County agrees to notify the Provider if it receives such a public records request and the date the County plans to release the records. If the Provider fails to obtain a protective order from the applicable court prior to the time the County releases the records to the public records requester, the Provider shall be deemed to have given the County full authority to release the records on the date specified, and the Provider understands it has thereby given up all rights to challenge the disclosure in any form.

f. **Laws and Regulations.** The Provider's attention is directed to the fact that all applicable laws of the State of Washington and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though therein written out in full.

5. SCOPE OF WORK

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer. The primary responsibility of the Behavioral Health Field Responder Team includes the support and service coordination necessary to provide integrated crisis response and stabilization interventions with a focus on ensuring the individual in need of services is directed to the most appropriate treatment for the issues they are experiencing. The team must provide coverage 7 days a week from 9:00 am to 9:00 pm, 365 days per year. The team is expected to provide behavioral health intervention services, conduct an assessment of the individual to determine the most appropriate care for the issue(s) the person is dealing with, be trained in the techniques used to de-escalate an individual involved in crisis, and have the knowledge, skills, and capabilities required to effect symptom reduction, harm reduction, and to help safely transition persons experiencing issues in the field to the appropriate treatment and care provider. The team would also assist with developing plans to meet ongoing needs of the person having behavioral health challenges.

a. **Service, Reporting Requirements.** A required reporting template will be provided.
   i. Client demographics: name, date of birth, county of residence, form of insurance, race, gender
   ii. Type of call: mental health or substance use disorder
   iii. Total response time from time of notification to time of on-scene arrival
   iv. Number of calls/events responded to by the team
   v. Number of calls/events referred to first responders or mobile crisis team
   vi. Disposition of care for each episode: sent home with crisis plan, transferred to a medical facility, psychiatric facility or residential facility
   vii. Any incidents that occurred regarding safety to the client or the team members

b. **Team Objective.** The present objective is for the team to coordinate care and treatment for the individuals that need this service in the field, and will not include transport at this time. However, the need for transport capability will be evaluated over a period of a year to determine if the role of the Behavioral Health Field Responder Team needs to be expanded to include this service.

c. **Ancillary Duties.** It is recognized and anticipated that members of the team will likely have the capacity to assist with other ancillary duties while working on shift. These duties may include things such as follow up calls with patients that have or are presently receiving services from the Behavioral Health facilities, working collaboratively with emergency response agencies that have a need for patient follow up, and other duties mutually agreed upon between the provider selected and Benton County.

6. RFP EVALUATION AND SELECTION PROCESS

Proposals will be evaluated using the following criteria (maximum of 100 points):

a. **Thoroughness (20 points).** The proposal addresses all required of the elements identified in the required content section of this RFP with the appropriate level of detail and information, in a clean and professional format.

b. **Cover letter (10 points).** The cover letter is clear, concise and addresses all of the required elements specified in the cover letter section of this RPF. Additionally, the content of the cover letter is grammatically correct and does not have any spelling errors.

c. **Provider qualifications (40 points).** The qualifications of interested providers will be evaluated against the criteria identified in the Provider's Qualifications section of this RFP and evaluated against the qualifications of all of the other providers that submit proposals in response to this RFP.

d. **Interview (30 points).** An interview will be conducted with all providers that respond to this RFP.

e. **Other.** The Counties also reserve the right to make such additional investigations as deemed necessary to establish the competence and financial stability of any provider submitting a proposal.

7. QUESTIONS AND ANSWERS

a. **Questions.** All questions about this RFP, including but not limited to requests for clarification, additional information or any changes, must be made in writing and submitted to the project's primary contact. Questions may be submitted by email; however, the County assume no liability for assuring accurate and complete email transmissions. In addition,
   - Questions must be received by the deadlines provided in the proposal schedule. Questions received after that date and time will not be answered.
   - The County may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not receive a response. Statements that are not questions will not receive a response.

b. **Responses.** All responses to questions will be in writing. Oral answers to questions will not be binding. Answers to questions will be emailed to providers to the deadline for responses.

   The Counties, through the point of contact listed above, are the sole source for answering questions and providing clarification. Answers or direction received from other sources are not binding.

8. RFP AMENDMENTS

The County reserves the right to amend this RFP, as it deems appropriate, at any time up to the proposal submission deadline. The County, at its discretion, may also extend the proposal submission deadline. All proposal amendments will be emailed to providers prior to the submittal deadline.

9. SUBMISSION, COMPLIANCE AND WITHDRAWAL OF PROPOSALS

a. Proposal Submission. Proposals must be addressed and emailed to the point of contact for this RFP no later than the time and date provided on the cover sheet. The subject line of the email shall read RFP-2024 BHFRP <contractor name> response. Proposal shall be submitted as a single document in PDF format. Documents with a file size of more than 10 megabytes may be rejected by the email service. While the County will strive to notify Contractors of receipt of a proposal the Contractor is responsible to verify that the proposal was successfully delivered.

b. **Receipt of Proposals.** Proposals received after the time and date specified in the proposal schedule will be rejected as non-compliant. In limited circumstances, such as delivery delays due to weather or other delays outside the control of the contractor, a waiver may be granted for deviations that have no material impact on the competition between proposers.

c. **Late Proposals.** Late submissions that are not granted a waiver will not be opened. Rejected submissions will be discarded after the contract is awarded if not claimed by the proposer. Return of rejected proposal documents will be at the expense of the proposer.

d. **Compliance.** Providers shall not be suspended debarred or otherwise prohibited from entering into contracts utilizing public funds. The provider is responsible for ensuring that any subcontractors are similarly not prohibited from participating in contracts using public Funding.

e. **Licensing.** Providers are required to have or obtain all required local and State business licenses as well as any licenses required to complete the Scope of Services as outlined. The costs to obtain and maintain such licenses shall be incidental to the cost to provide the requested services unless they are included in the approved start-up budget.

f. **Declaration.** By submitting a proposal, the provider declares, under penalty of perjury, under the laws of the United States that they, their agency, organization, or corporation, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

g. **Withdrawal of Proposal.** Prior to the date that proposals are due, any contractor may withdrawal their proposal by sending a written request to the point of contact for this RFP.

h. **Additional Information or Materials.** During the period from the Proposal Submission Deadline to the award of a contract, the Counties may request additional information or materials of any provider needed to clarify information presented in the proposal. Such requests will be in writing and will not provide an opportunity for the provider to change, extend, or otherwise amend their proposal in intent or substance.

10. PROPOSAL REVIEW, SELECTION AND EXECUTION

a. **Proposal Review.** Proposals will be compiled and presented to the Benton-Franklin Behavioral Health Advisory Committee for review. The Committee will assign a sub-committee to review each proposal and determine the most qualified providers with which to conduct oral interviews. The sub-committee's ranking of providers in order of preference will be based on a combination of the written proposal and the oral interviews.

If a provider is selected for oral interview, the sub-committee will provide a list of available times and dates on which interviews will be conducted. Interviews will be in person unless otherwise agreed to in writing. Providers are expected to bring key personnel to the interview.

b. **Contract Award.** At the conclusion of all interviews, the sub-committee will report out to the Benton-Franklin Behavioral Health Advisory Committee which will forward a recommendation for award of the contract to the Benton County Board of Commissioners. The committee will also provide a list to the Board of Commissioners ranking all qualified providers in order of preference. The final determination of contract award will be made by the Benton County Board of Commissioners.

c. **Contract Negotiation.** Following award of the contract, the County will enter into contract negotiations with the selected provider. If the County and the provider are not able to come to agreement on the terms of the contract, the County reserves the right to terminate negotiations and begin negotiations with another provider. The County may repeat this process until a contract is successfully negotiated.

d. **Contract Execution.** Once a contract has been successfully negotiated, the selected provider shall supply a signed contract along with all necessary insurance, bonds and other documentation to the County prior to the

Boards of County Commissioners executing the contract. The Contract will be executed at the next available Board of County Commissioners meeting following submittal of all documentation.

ATTACHMENT A
INSURANCE AND INDEMNIFICATION REQUIREMENTS

The contract that will be entered into between the selected provider, referred to from this point forward as, CONTRACTOR, and the Benton County, referred to from this point forward as COUNTY, will contain the following insurance and indemnification language:

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

In 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 shall survive termination and expiration of this Contract.**

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.

1. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this

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

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

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

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

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

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

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

d. **Cyber Liability**: The CONTRACTOR shall maintain cyber liability insurance for not less than one million dollars ($1,000,000) per occurrence and an annual aggregate of two million dollars ($2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to COUNTY and for claims involving any professional services for which the CONTRACTOR is engaged with COUNTY for such length of time as necessary to cover any and all claims.

e. **Medical Malpractice Insurance.** The CONTRACTOR shall maintain Medical Malpractice coverage subject to limits of not less than $2,000,000 per loss and a $4,000,000 annual aggregate. 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 bodily injury or property damage. 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 including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. If the CONTRACTOR'S coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after the policy term. The policy must name the County as an additional insured and have a forty-five (45) day cancellation notice if cancelled or altered. If the policy is cancelled or altered, the

CONTRACTOR shall notify the County of the change within five days of receiving notice from the insurance company. The CONTRACTOR agrees that its medical malpractice insurance shall be primary to the County's in the event that a claim or suit for damages is brought against both the CONTRACTOR and the County. The CONTRACTOR shall provide a Certification of Insurance including the forty-five (45) day notice provision and any and all endorsements to the County.

f. **Professional Liability Insurance.** The CONTRACTOR shall maintain errors & omissions coverage in the form of Professional liability insurance in the minimum amount of $1,000,000 per medical incident, $3,000,000 per annual aggregate per physician/dentist or other contracted insured and $5,000,000 per annual aggregate for corporate ancillary personnel.

g. **Excess or Umbrella Liability Insurance.** Contractor shall maintain Excess or Umbrella liability insurance coverage of not less than $1,000,000 over and above the underlying primary coverage limits stated above with respect to bodily injury or death to any number of persons in any one accident or occurrence. The policy shall include the Authority Parties as additional insureds on a primary, non-contributory basis.

If Excess or Umbrella Liability Insurance (Over Primary) is used to meet limit requirements CONTRACTOR shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of CONTRACTOR, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of County following receipt of proof of insurance as required herein.

h. **Other Insurance Provisions**:

- 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.
- The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- 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.
- 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.
- 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.
- 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.**
- The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
- 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.
- 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.

i. **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.

- All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
- Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section **[ ]**.
- All written notices under this Section **[ ]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section **[ ]**.
- 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.

ATTACHMENT B
RISK ASSESSMENT QUESTIONS

Please answer the following questions Yes or No. Depending on your answer, the County may request an explanation. Contractors may provide an explanation to specific questions ahead of time by attaching them as a separate page.

1. During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the Contract? ☐No ☐Yes
2. Will you subcontract any part of the work that will be required under the final Contract to other entities? ☐No ☐Yes
3. Have you managed the same or similar contract or program during the last five (5) calendar years? ☐No ☐Yes
4. Have you received federal funds from DHHS through a contract, MOU or other legal agreement during the last five (5) calendar years? ☐No ☐Yes
5. Have you ever been provided formal written notification by any agency that you were contracted with that you were in non-compliance of failed to perform in accordance with the contract provisions or requirements? ☐No ☐Yes
6. Is your organization a for profit organization, foreign entity or foundation? ☐No ☐Yes
7. Was your organization incorporated more than two (2) years ago? ☐No ☐Yes
8. Has your organization implemented a new accounting, financial or programmatic IT system within the past two (2) years? ☐No ☐Yes
9. Are you aware of any ongoing or pending lawsuits filed against your organization? ☐No ☐Yes
10. Does your accounting system identify the receipt and expenditure of program funds separately by each contract/grant, and by line item categories? ☐No ☐Yes
11. Do you have procedures to ensure expenditures are reviewed by an independent person to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules? ☐No ☐Yes
12. Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on other activities? ☐No ☐Yes
13. Does your property management system maintain a description of equipment, acquisition date, funding source, location and condition? ☐No ☐Yes
14. Does your financial system compare amounts spent to date with budgeted amounts for each award? ☐No ☐Yes
15. Does your financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (e.g., personnel costs, equipment, and travel)? ☐No ☐Yes
16. If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for selection of subcontractors, subcontractor monitoring, and risk assessments? ☐No ☐Yes
17. Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities? ☐No ☐Yes
18. Does your organization have written policies and procedures for all aspects of financial transactions and accounting related to time keeping, record retention, procurement and asset management? ☐No ☐Yes
19. Is your organization familiar with and prepared to comply with the Washington State Public Records Act (RCW42.56)? ☐No ☐Yes

ATTACHMENT C
MASTER Q & A FORM

PROJECT: MOBILE CRISIS RESPONSE

Master Q & A	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The County will make every effort to answer within two (2) days of receiving the questions.
Q & A Process	1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable). 3. Submit the completed form via email to Matt.Rasmussen@co.benton.wa.us. Attach associated documents as necessary. Please contact Matt Rasmussen with any questions regarding this process.

Questions from: _____ **Company:** _____

Email Address: _____

Phone Number: _____

#	Date	Reference Section	Question or Comment	County Response
1				
2				
3				
4				

ATTACHMENT D
PROPOSER CONTACT INFORMATION

COMPANY CONTACTS

Primary Contact Person (Name):	
Title / Function:	
Address:	
Business Hours:	
Phone Number:	
Fax Number:	
Email Address:	
Person Responding to Request:	
Title / Function:	
Address:	
Phone Number:	
Fax Number:	
Email Address:	

GENERAL COMPANY AND FINANCIAL INFORMATION

Company Name:	
Headquarters Address:	
City, State, Zip:	
Headquarters Phone Number:	
Headquarters Fax Number:	
Company Owned By:	
Percent Ownership:	
Years in Business:	
Name of CIO:	
Name of CEO / President:	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	Contract with ARC Services, LLC for Defensive Tactics Training for the Benton County Corrections Department
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Jeff Aultman; Chief Guerrero; Purchasing Dept.

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

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

Summary / Background Information

The Benton County Corrections Department (BCCD) recognizes the significance of keeping Corrections Officers current with policies and defensive tactics training needed to safely perform their duties.

ARC Services, LLC of Poulsbo, Washington offers both in person and online defensive tactics, use of force, and other training relevant to the Corrections Department.

The Chief of Corrections has reviewed all of the training ARC Services offer and recommends entering into a contract with ARC Services, LLC for "as needed" training for an overall contract amount not to exceed $15,000, with a term commencing upon signature of both parties and terminating December 31, 2024.

Fiscal Impact

Cost: Not to exceed $15,000, excluding WSST

Funding: Corrections approved budget – 0010.52.120.5236200.0000.54905 – Training

Recommendation

Approve the attached Resolution and Personal Services Contract between Benton County and ARC Services, LLC and authorize the Chairman or Chairman Pro-Tem to sign said contract.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND ARC SERVICES, LLC TO PROVIDE DEFENSIVE TACTICS TRAINING FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, the Benton County Corrections Department (BCCD) recognizes the significance of keeping Corrections Officers current with policies and defensive tactics training needed to safely perform their duties; and

WHEREAS, BCCD has a Correctional Emergency Response Team (CERT) who are required to have advanced training with specialized tactics to respond to higher violent or critical incidents, or multiple inmate riots within the jail; and

WHEREAS, the director of ARC Services, LLC of Poulsbo, Washington has over twenty years of corrections and law enforcement experience and offers both in person and online defensive tactics, use of force, and other training relevant to the Corrections Department. The director and his team are recognized expert instructors in many areas of corrections to build skills and tactics necessary to keep officers and offenders safe; and

WHEREAS, ARC Services, LLC provided a proposal for a three (3) day onsite training course for the CERT team here at the Benton County Corrections Department for an amount not to exceed $6,789.50 excluding WSST, as further outlined in Exhibit A in the attached contract; and

WHEREAS, the Corrections Department would also like to take advantage of ARC Services, LLC online trainings and "as needed" trainings for future needs all in accordance with Exhibit B and Exhibit C, as further outlined in the attached contract; and

WHEREAS, the Chief of Corrections has reviewed all of the proposed training and recommends entering into a contract with ARC Services, LLC for an overall contract amount not to exceed $15,000, excluding WSST; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the recommendation and hereby authorizes the Chairman or Chairman Pro-Tem to sign the attached Personal Services Contract between Benton County and ARC Services, LLC for a contract amount not to exceed $15,000, excluding WSST; and

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

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign said Contract between Benton County and ARC Services, LLC.

Dated this 30th day of January, 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Original: BCCD
cc: Auditor; PA; ARC Services

L. Small

BENTON COUNTY
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **ARC SERVICES, LLC**, a limited liability company organized under the laws of the State of Washington with its principal offices at 5076 NW Racimo Ct., Poulsbo, WA 98370 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – CERT Course – Estimate 1684
b. Exhibit B – Online Training for Use of Force and Instructor Development
c. Exhibit C – "As needed" Training Courses

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide onsite three (3) days CERT Course for up to twelve (12) people for the Correctional Emergency Response Tactics Team. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. CONTRACTOR shall also provide four (4) virtual training sessions on "Use of Force Concepts" and "Instructor Development", as further outlined in Exhibit B.

c. CONTRACTOR shall provide additional "as needed" training courses as further listed on Exhibit C, as space is available.

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

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

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

g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as 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:	Tim Fasnacht
Address:	5076 NW Racimo Ct. Poulsbo, WA 98370
Phone:	(425) 508-8639
Email:	Tim@arctac.net

b. For COUNTY:

Name:	Joshua Combs
Address:	7122 W Okanogan Pl., Suite B110 Kennewick, WA 99336
Phone:	(509) 460-4926
Email:	Joshua.Combs@co.benton.wa.us

5. COMPENSATION

a. For the services provided for the three (3) day CERT course, the CONTRACTOR shall be paid six thousand seven hundred

eighty-nine dollars and fifty cents ($6,789.50), excluding W.S.S.T., all in accordance with Exhibit A, which is attached hereto and incorporated herein by reference.

b. For online training performed under this Contract, the CONTRACTOR shall be paid three hundred seventy-five dollars and zero cents ($375.00), excluding W.S.S.T., per each three (3) hour session, all in accordance with Exhibit B, which is attached hereto and incorporated herein by reference.

c. For service performed for all "as needed" training sessions, CONTRACTOR shall be paid in accordance with the rates outlined in Exhibit C, which is attached hereto and incorporated herein by reference.

d. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed fifteen thousand dollar and zero cents ($15,000), excluding W.S.S.T.

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

f. The CONTRACTOR may, in accordance with Exhibits A, B, & C, 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.

g. 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.

h. 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.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. If CONTRACTOR does not have employees or other agents, subcontractors, or labor who perform services or provide materials to CONTRACTOR, then CONTRACTOR shall be exempt from Chapter 51, RCW to the extent permitted by Washington State law. If CONTRACTOR has or will have employees, agents, representatives, or labor who provide services or materials to CONTACTOR, then 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.

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

$2,000,000 General Aggregate
$1,000,000 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, agents, and subcontractors 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.

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

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

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance covering any auto CONTRACTOR may use in performance of this Contract in an amount not less than Washington State minimum liability and bodily injury requirements.

d. **Other Insurance Provisions:**

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

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

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

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

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

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

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

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement

to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

e. Verification of Coverage and Acceptability of Insurers:

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

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

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

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

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

9. TERMINATION

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

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

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the

costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

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

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

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

13. COMPLIANCE WITH LAWS

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

14. DEBARMENT CERTIFICATION

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

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

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

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the

COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

b. If it should appear that any provision of this Contract is in

conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

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

27. LITIGATION HOLD NOTICE

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

directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

28. PUBLIC RECORDS ACT

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

29. Signatures in Counterpart.

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective upon signature of both parties.

Dated:_____	Dated: 1/16/24
FOR: BENTON COUNTY	**FOR: ARC SERVICES, LLC**
Jerome Delvin, Chairman Benton County Commissioner	Signature
	Director Title:
Approved as to Form: Jeff Aultman Jeff Aultman, Civil DPA	Terrill Timothy Fasnacht Print Name

Exhibit A

ARC Tactical
5076 Racimo Ct
Poulsbo, WA 98370 US
(425) 508-8639
tim@arctac.net

ADDRESS
Josh Combs
Benton County Jail

Estimate 1684

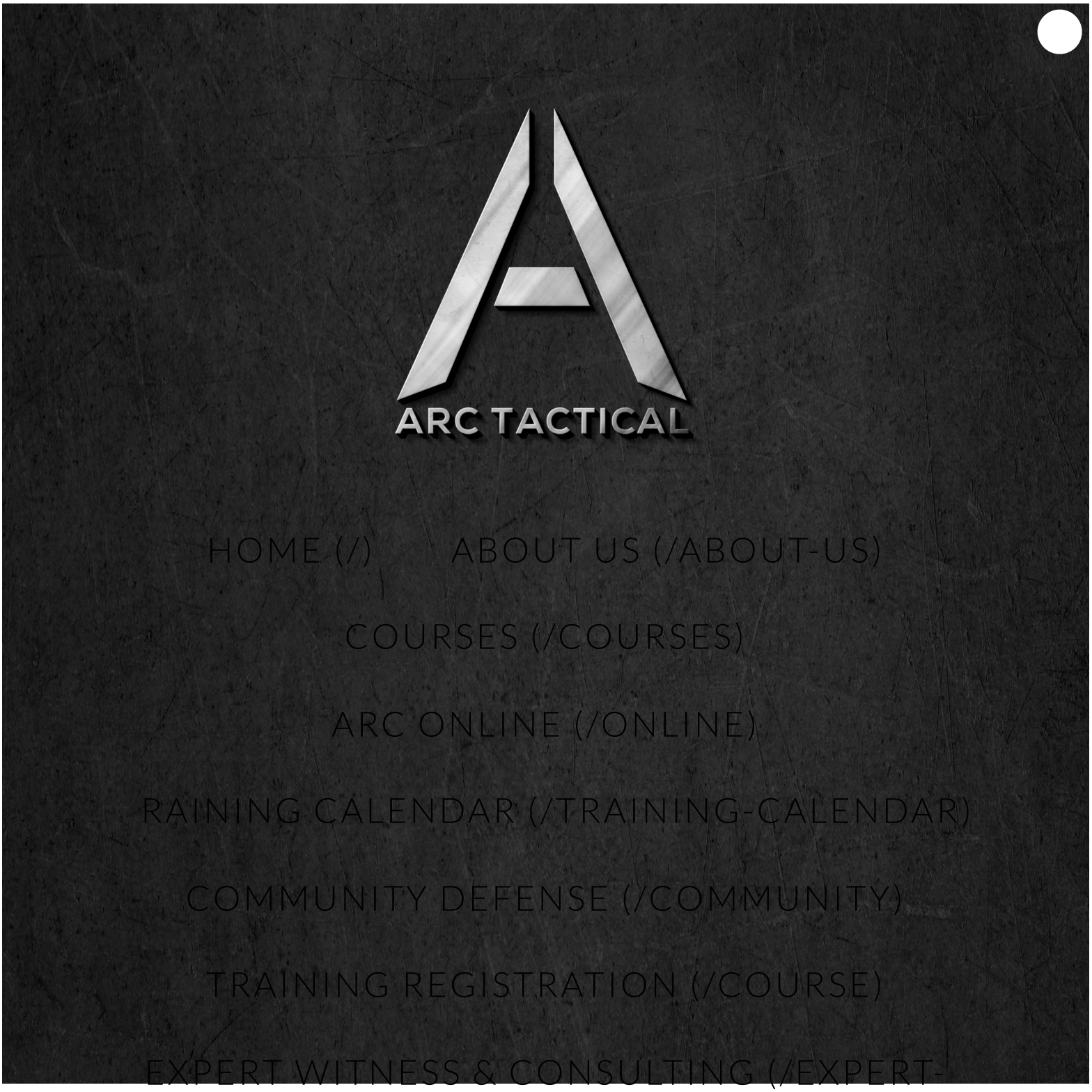
DATE 03/29/2023

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
CERT Course	Three day CERT Course for up to twelve (12) People.	1	6,789.50	6,789.50
Training Documentation Management - Free	Training Documentation Management - Free	1	0.00	0.00
Equipment Usage - Free	Usage of the latest training equipment to create realistic and relevant training. - Free	1	0.00	0.00
Tailored Curriculum Development - Free	Tailored Curriculum Development - Free	1	0.00	0.00

TOTAL **$6,789.50**

Accepted By

Accepted Date



HOME (/)

ABOUT US (/ABOUT-US)

COURSES (/COURSES)

ARC ONLINE (/ONLINE)

RAINING CALENDAR (/TRAINING-CALENDAR)

COMMUNITY DEFENSE (/COMMUNITY)

TRAINING REGISTRATION (/COURSE)

EXPERT WITNESS & CONSULTING (/EXPERT-WITNESS-AND-CONSULTING)

MERCH (/MERCH)



CORRECTIONAL EMERGENCY RESPONSE TACTICS

If you work for a small agency or a large facility, the potential for a violent incident is always looming. Whether it's a high violent single offender, or a multiple inmate riot, specialized tactics are needed to maintain order and keep officers and offenders safe. The CERT course is unlike any other. The tactics used are applicable to any size of agency and any amount of resources.

This course 3 Days

Includes:

- Basic cell extraction
- Small room clearing
- Equipment selection

- Crowd control
- Arrest team
- Team protection
- Use of force
- After action reports and more!

This course is intense and physically demanding. Equipment list includes: duty gear, safety glasses, inert training weapons, any extraction gear used by your facility, note taking supplies and liability waiver.

NO LIVE WEAPONS ALLOWED

To ensure the safety of the training environment no live firearms, ammo, knives, OC, or Tasers will be allowed. Please contact us if clarification is needed.

Exhibit B



HOME (/)

ABOUT US (/ABOUT-US)

COURSES (/COURSES)

ARC ONLINE (/ONLINE)

TRAINING CALENDAR (/TRAINING-CALENDAR)

COMMUNITY DEFENSE (/COMMUNITY)

TRAINING REGISTRATION (/COURSE)

EXPERT WITNESS & CONSULTING (/EXPERT-WITNESS-AND-CONSULTING)

MERCH (/MERCH)

(https://www.corrections1.com/arc-tactical)

ARC ONLINE

Live . Interactive . Effective

ARC TACTICAL

ARC ONLINE TRAINING

ARC ONLINE TRAINING IS AN INNOVATIVE WAY TO INCREASE PERFORMACE AT YOUR AGENCY.

OUR ONLINE PLATFORM IS THE BEST BALANCE OF VALUABLE/CRITICAL TRAINING AND LOGISTICS.

- Purchase one online session for your entire agency! No need to pay per student.
- Upon purchase, you will receive a zoom link for the course.
- Attend the live webinar course, interact and engage with the knowledgeable instructor. Ask questions and get answers!
- Recordings available upon request.

Choose Appointment | Your Info | Confirmation

Returning? Log in

Welcome to ARC Online's Scheduling Page. Here, you can select the best time for you and your team to take one of our excellent courses.

Redeem Coupon

Training



Correctional Use Of Force Concepts
3 hours @ $375.00

Book



Corrections Instructor Development
3 hours @ $375.00

Book

Powered by
acuity:scheduling

Exhibit C



HOME (/)

ABOUT US (/ABOUT-US)

COURSES (/COURSES)

ARC ONLINE (/ONLINE)

RAINING CALENDAR (/TRAINING-CALENDAR)

COMMUNITY DEFENSE (/COMMUNITY)

TRAINING REGISTRATION (/COURSE)

EXPERT WITNESS & CONSULTING (/EXPERT-WITNESS-AND-CONSULTING)

ALL (/COURSE)

TRAINING (/COURSE?CATEGORY=TRAINING)

MERCH (/MERCH)



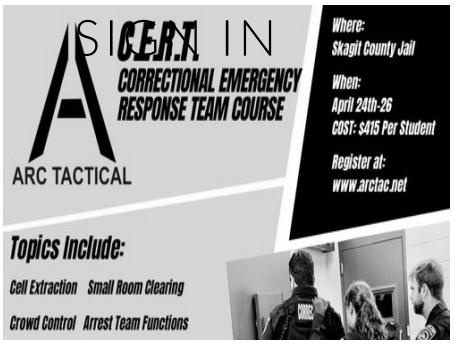
Correctional Tactics Seminar - Skagit County Jail -January 17th-19th 2024

$475.00



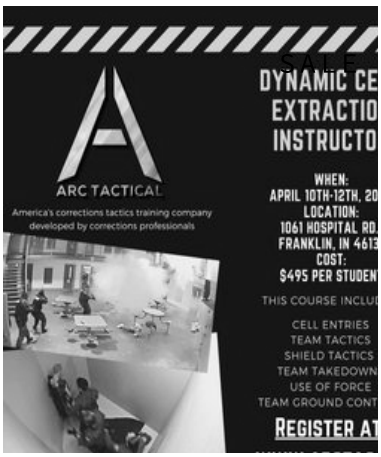
Basic Correctional Operations Course

$700.00



Correctional Emergency Response Tactics - Skagit County Jail - April 24th-26th, 2024

$415.00



Three Day Dynamic Cell Extraction Instructor Course - Franklin, IN - 04/10-4/12 2024

$450.00 ~~$495.00~~



Three Day Dynamic Cell Extraction Instructor Course - Amarillo, TX May 15-17, 2024

$450.00 ~~$495.00~~



Two Day Corrections Tactics Training Course - Klickitat County, WA - 06/20-21/24

$375.00





Use of Force and Documentation Course - Klickitat County, WA - 06/20/24
$200.00

Court Security Tactics - Klickitat County, WA - 06/21/24
$200.00

844.244.1900 TIM@ARCTAC.NET (MAILTO:TIM@ARCTAC.NET)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	Contract w/ Unruh Management & Consulting, LLC DBA Oregon Beverage Services for Alcohol Services for the Benton County Fairgrounds/Event Center
Presenter:	Tom French, Event Center Manager
Prepared By:	Diana Brown
Reviewed By:	Tom French, Event Center Manager

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

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☒ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

The Benton County Fairgrounds/Event Center Staff wishes to bring in a professional alcohol services company to help with administering alcohol services for all Fairgrounds/Event Center events.

A Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Unruh Management & Consulting, LLC DBA Oregon Beverage Services.

Fiscal Impact

Revenue Amount: 30% of Gross Alcohol Sales

Fund: Event Center Fund # 1240 FG341700 34251

Recommendation

Approve the Contract with Unruh Management & Consulting, LLC DBA Oregon Beverage Services for Alcohol Services for the Benton County Fairgrounds/Event Center.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT WITH UNRUH MANAGEMENT & CONSULTING, LLC DBA OREGON BEVERAGE SERVICES FOR PROVIDING ALCOHOL SERVICES

WHEREAS, the Fairgrounds/Event Center Staff wishes to bring in a professional alcohol services company to help with administering alcohol services for all Fairgrounds/Event Center Events; and

WHEREAS, a Professional Services Contract has been prepared, reviewed, and approved as to form by our departmental deputy prosecuting attorney and signed by Unruh Management & Consulting, LLC DBA Oregon Beverage Services; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Professional Services Contract with Unruh Management & Consulting, LLC DBA Oregon Beverage Services; and

BE IT FURTHER RESOLVED the term of this contract commences on this date and terminates on December 31, 2024.

Dated this 30th day of January 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Event Center (Fairgrounds) D.Brown

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BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **UNRUH MANAGEMENT & CONSULTING, LLC DBA OREGON BEVERAGE SERVICES** a corporation organized under the laws of the State of Washington with its principal offices at 2713 S 19th St SE, Salem, OR 97302 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Proposal; and

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide alcohol services for all events, with the exception of the annual Benton-Franklin Fair, at the Benton County Fairgrounds & Event Center. The CONTRACTOR is responsible for providing all related security needed during the service of alcohol. The COUNTY will not be incur any cost related to alcohol specific security personnel. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Proposal", which is attached hereto and incorporated herein by reference.

b. The COUNTY reserves the right to put on events that operate under a Banquet and Special Occasion Permit.

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

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

e. The CONTRACTOR shall complete its work based upon the agreed alcohol service schedule outlined in the event Contract with the event promoter.

f. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as 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:	Carroll Unruh
Address:	PO Box 2234
	Salem, OR 97308
Phone:	503-362-3391
Email:	carroll@unruhmandc.com

b. For COUNTY:

Name:	Tom French
Address:	1500 S Oak St; Bldg. # 20
	Kennewick, WA 99336
Phone:	509-222-3751
Email:	Tom.French@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the COUNTY shall be paid 30 % of gross sales less Washington State Sales Tax as set forth in the Exhibit A, "Proposal".

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b. The CONTRACTOR will pay the COUNTY by no later than the 15th of every month for all services performed from the previous calendar month. Included in the payment shall be detail breakdown, on per event basis, of the gross sales from the previous month.

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is

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required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

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

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence
Furthermore, the policy shall contain an endorsement providing insurance for liquor liability with a minimum coverage of one million dollars ($1,000,000) per incident and two million dollars ($2,000,000) in the aggregate.

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

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insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

d.

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

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liability.

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

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

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

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

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

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

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

9. TERMINATION

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

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b. 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. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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a. 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

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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

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to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

Approved as to Form

DocuSigned by:
jeff Aultman
D63DC9249AB64B5...
Civil Deputy Prosecuting Attorney

Dated: 1/18/24

FOR: UNRUH MANAGEMENT & CONSULTING, LLC DBA OREGON BEVERAGE SERVICES

Carroll C Unruh
Signature

Owner
Title:

Carroll C Unruh
Print Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	Approving a Statement of Work from Journal Technologies Inc. for the Prosecuting Attorney's Office
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement, Ryan Brown

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

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

Summary / Background Information

On August 7, 2018, per Resolution 2018-526, the Board approved the purchase of a case management system, eProsecutor for the Prosecuting Attorney's (PA) Office from Journal Technologies, Inc. The PA's Office has asked IT to work with Journal Technologies to create a Statement of Work (SOW) that will improve Document Signature workflows and expand Mass Update Assignment and Assign Support Staff to Case business rules. Journal Technologies has provided the County with a SOW to complete these tasks. The PA's Office, Civil Division has reviewed the SOW and approved as to form.

Fiscal Impact

Amount: **$4,000 excluding WSST.**

Fund: **Approved 2023-2024 Prosecuting Attorney Funds**

Recommendation

IT recommends that the Board of Benton County Commissioners approve the Statement of Work from Journal Technologies for the Prosecuting Attorney's Office.

Suggested Motion

Approve as presented on Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE STATEMENT OF WORK FROM JOURNAL TECHNOLOGIES, INC. FOR THE PROSECUTING ATTORNEY'S OFFICE

WHEREAS, on August 7, 2018, per Resolution 2018-526, the Board approved the purchase of prosecuting attorney case management software eProsecutor from Journal Technologies, Inc.; and

WHEREAS, the Prosecuting Attorney's Office has asked the Information Technology Department (IT) to work with Journal Technologies, Inc. to create a Statement of Work (SOW) that will improve eProsecutor workflows and business rules; and

WHEREAS, Journal Technologies, Inc. has provided Benton County with a SOW that will improve Document Signature workflows and expand Mass Update Assignment and Assign Support Staff to Case business rules; and

WHEREAS, IT has reviewed the SOW and recommends the Board of Benton County Commissioners to approve; and

WHEREAS, the Prosecuting Attorney's Office, Civil Division has reviewed contracted documents and approved as to form; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with IT and approves to sign the Statement of Work from Journal Technologies, Inc. in an amount not to exceed $4,000 excluding Washington State Sales Tax; and

Dated this 30th day of January, 2024

Chairman of the Board

Chairman Pro-Tem

Commissioner

Attest: . . . . . .
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Auditor
cc: IT, BCPA

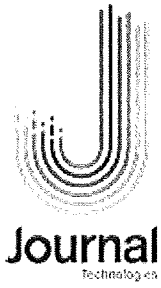
R.Heard

Statement of Work

Benton County Prosecuting Attorneys, WA

and

Journal Technologies, Inc.



Section 1 – Introduction

This Statement of Work ("SOW") effective as of the date of last signature below sets forth the framework to implement Workflow and Business Rule Updates for Benton County Prosecuting Attorneys, WA (herein referred to as "Client"), by Journal Technologies, Inc., a Utah corporation, (hereinafter referred to as "JTI") the SOW # 21-1851 dated January 2, 2024 ("SOW") between Benton County Prosecuting Attorneys, WA ("Client") and Journal Technologies, Inc. ("JTI").

This SOW describes the scope of the project, its phases, and assignment of responsibilities, as well as the required deliverables by the Client and JTI to be performed in accordance with the parties agreement executed on August 7, 2018. (the "Contract").

Section 2 – Project Scope and Definition

2.1 Project Scope

The project scope will include the following:

A. Update the "Document Signature" workflow to perform the following functionality:
    a. Current "Document Signature" workflow process:
        i. Staff starts a workflow to have an attorney sign a document.
        ii. Once the attorney signs it, there is no method to assign the next task to the person who created the document.
        iii. The user monitors the unassigned tasks and manually changes them to be assigned to the document creator, so they get back to the right people.
    b. New "Document Signature" workflow process to be implemented by JTI:
        i. Staff starts a workflow to have an attorney sign a document.
        ii. Once the attorney signs it, the workflow will automatically trigger a rule assignment method that will look up on the document the event entity and pull the user from this field.
        iii. The user will be pulled from the createUserRealName field and assigned to the task.
B. Update "Mass Update Assignment" and "Assign Support Staff to Case" business rules to do the following:
    a. Expand business rules to include victim witness coordinators.
    b. Configure the business rules to do for victim witness coordinators what is already being done for support staff.

2.2 Project Phases

JTI's process configuration will consist of the following:

A. JTI and Client will identify changes (the gap between the changes requested and the current configuration); JTI will document the changes.
B. JTI will determine the time to make changes and set expectations with Client around impact to schedule.

C. JTI and Client will review the assessment, case planning, event scheduling and general processes.
D. JTI will document configuration requirements with Client's assistance.
E. Client will approve workflow requirements, and JTI will configure.
F. Client will test if the configuration meets the requirements and report issues where the configuration does not meet the requirements within 5 workdays. JTI will fix the issues and Client will test again. There will be a maximum of 3 iterations for testing.

Section 3 - Project Cost and Billing

3.1 Cost

JTI will bill the Client an additional $4,000 for the implementation of Document Signature workflow and Mass Update Assignment and Assign Support Staff to Case business rule updates for Client. This price is valid if the SOW is signed within 45 days from the date of this SOW as indicated in Section 1 above.

3.2 Billing

The Client will be invoiced for the full amount for workflow and business rule updates upon go live and JTI shall be paid in accordance with the Contract.

Section 4 - Assumptions

Implementation of the project scope is per the following assumptions:

A. Provide security protocols/access to Non-Production servers
B. Test in Non-Production environment, following instructions provided by JTI
C. When approved, provide access to Production server
D. Test in Production environment, following instructions provided by JTI
E. Client will provide JTI with timely feedback

Section 5 - Project Management

JTI will keep the Client updated on the status of the implementation of Workflow and Business Rule Updates on a regular basis.

Section 6 - Entire Agreement/Amendments

The parties agree that this SOW is the complete expression of the terms and conditions between the parties for this work. Any oral or written representations not incorporated in this SOW are specifically excluded. This SOW may only be amended in a writing signed by all parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Member

_____
Member

Benton County Prosecuting Attorney — Date
7122 W Okanogan Pl, Suite A
Kennewick, WA 99336

Approved as to form: Ryan Bruno DPA, 1/8/24

01/04/2024 4:38 PM

Jon Peek, Director of Professional Services — Date
Journal Technologies, Inc.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	60-month Lease Agreement for One IM C4510 Copier from Ricoh USA, Inc. for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement, LeeAnn Holt

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

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

Summary / Background Information

The Benton County Sheriff's Office has made a request for a color copier for their Sheriff Annex office location. Information Technology has negotiated a lease agreement with Ricoh USA, Inc. for one Ricoh IM C4510 copier. Ricoh is Information Technology's preferred copier vendor. Ricoh USA, Inc. is an authorized vendor under Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #140602.

Fiscal Impact

Amount: **$181.77 per month including $0.0066 per B&W page and $0.0509 per color page for 60 months excluding WSST.**

Fund: **Sheriff and Information Technology Dept. approved 2023-2024 budgeted funds.**

Recommendation

Information Technology recommends that the Board approve a 60-month lease agreement for one Ricoh IM C4510 copier from Ricoh USA, Inc. for the Benton County Sheriff's Office.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR ONE IM C4510 COPIER FROM RICOH USA, INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office has made a request to add a color copier to their Sheriff Annex office location; and

WHEREAS, the Information Technology Department has reviewed the Sheriff's needs and negotiated a copier lease with Ricoh USA, Inc. for one Ricoh IM C4510 copier; and

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

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

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

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

BE IT FURTHER RESOLVED, said lease shall commence upon copier delivery for 60 months at an amount not to exceed $181.77 per month, plus $0.0066 per black/white page and $0.0509 per color page excluding Washington State Sales Tax for one Ricoh IM C4510 copier for the Benton County Sheriff's Office.

Dated this 30th day of January, 2024

Chairman of the Board

Chairman Pro-Tem

Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Orig: Auditor
cc: IT, Sheriff

R.Heard

DocuSign Envelope ID: 6EC6CA78-3ECC-48C6-9A22-8BCBA2FD5B2D

LEASE AGREEMENT
Benton County, Washington

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

Resolution No. _____

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

Vendor: Ricoh USA, Inc.
Vendor Code: w19074
Vendor Contact: Carrie Kelly
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.

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

Ship To:	Bill To:
Benton County Sheriff's Office Kennewick Annex 5600 W Canal Dr Kennewick, WA 99336	Benton County Information Technology 7122 W Okanogan Pl, Suite E Kennewick, WA 99336

Estimated Delivery Date: TBD

Line/Model	Description	Term	Unit Price	Total Lease Amt
1	Ricoh IM C4510 - **Sheriff's Kennewick Annex Office**	60 Months	181.77	10,906.20
	Cabinet Type A			-
	Power Filter with Inrush, Surge and Noise Protection 120V/15A			-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
		monthly subttl	181.77	-

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $181.77 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 C4510 - B&W $0.0066 & Color $0.0509

HANDLING =	-
SUB TOTAL =	10,906.20
SALES TAX =	948.84
TOTAL ORDER =	11,855.04

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

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

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

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept Contract: Robert Heard
Benton County Information Technology
Title: Information Technology Manager
Address:
7122 W Okanogan Pl, Kennewick, WA 99350
Phone: 509.786.5603
Fax: 509.786.5601

DocuSign Envelope ID: 6EC6CA78-3ECC-48C6-9A22-8BCBA2FD5B2D

Approved as to Form: DocuSigned by: LeeAnn Holt 1/22/2024

LeeAnn Holt, Deputy Prosecuting Attorney, Civil Division — Date

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

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

Vendor Name (Print): Nathan Buffington Title: District Manager Date: 1/22/2024

Vendor Signature: DocuSigned by: Nathan Buffington

Chairman
Benton County
Board of Commissioners: _____ Date: _____

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

Commissioner
Benton County
Board of Commissioners: _____ Date: _____

RICOH
imagine. change.

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

Thursday, December 7, 2023

PO#_____

Benton County
Attn: Robert Heard
Manager Information Technology Department

Dear Robert:

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

Quantity		60 mo. FMV lease
1	**Ricoh IM C4510** Cabinet Type A5 Power Filter with Inrush, Surge and Noise Protection 120V/15A *CPC: B&W 0.0066, Color 0.0509*	$ 181.77
	Total:	**$ 181.77**

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

This quote is valid until: Friday, February 2 2024

Best Regards,
Carrie Kelly

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	Approving the Purchase of One Latitude 5540 or Comparable Model Laptop, One Thunderbolt Dock, and Two 27-inch Monitors for the Human Services' Office from Dell Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department, Kyle Sullivan

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

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

Summary / Background Information

The Human Services' Manager has requested to purchase a new laptop, a dock, and monitors for office use. Resolution 2019-753 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: **$3,000 excluding WSST.**

Fund: **Approved 2023-2024 Human Services' budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one Latitude 5540 or comparable model laptop, one Thunderbolt dock, and two 27-inch monitors in an amount not to exceed $3,000 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (1320).

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE LATITUDE 5540 OR COMPARABLE LAPTOP, ONE THUNDERBOLT DOCK, AND TWO 27-INCH MONITORS FOR THE HUMAN SERVICES' OFFICE FROM DELL INC.

WHEREAS, the Human Services' Manager has made a request to purchase one laptop, one dock, and two monitors for office use; and

WHEREAS, Information Technology recommends purchasing one 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 C000000010849, NASPO MNWNC-108 /05815-003; and

WHEREAS, per Resolution 2019-753, the Computer Replacement Policy 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 Latitude 5540 or comparable model laptop, one Thunderbolt dock, and two 27-inch monitors for the Human Services' Office from Dell Inc. in an amount not to exceed $3,000 excluding Washington State Sales Tax; and

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

Dated this 30th day of January, 2024

Chairman of the Board

Chairman Pro-Tem

Commissioner

Attest: . . . . . .
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Auditor
cc: IT, Human Services

R.Heard

DELL eQuote

Your Shopping Cart

Savings	$1,893.66
Subtotal (5)	**$2,483.38**
Estimated Shipping	$0.00
Estimated Tax	$216.05
Total	**$2,699.43**

Details

CR Laptop set up
Quote number # 3000171304136

Created January 19, 2024
Expires February 18, 2024
Created by
robert.heard@co.benton.wa.us
Authorized buyer Robert Heard

Billing

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

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

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items	Quantity	Unit Price	Item total
Latitude 5540	1	$3,337.08	$3,337.08



Discounted unit price: $1,802.02
Contract Code: C000000010849
Estimated Delivery
FREE Standard Delivery to 99336-2359 by Friday,
January 26, 2024

Catalog Number: 84 / s119l5540usr

Category	Description	Code	SKU	ID
Base	Dell Latitude 5540 BTX Base	GJKB31H	[210-BGBJ]	1
Processor	13th Gen Intel® Core™ i7-1370P vPro® (24 MB cache, 14 cores, 20 threads, up to 5.2 GHz Turbo)	GYKHRM0	[379-BFBY]	146
Operating System	Windows 11 Pro, English, Brazilian Portu guese, French, Spanish	G01OVWE	[619-ARSB]	11
Office Productivity Software	No Microsoft Office License Included - 3 0 day Trial Offer Only	GC7OFJV	[658-BCSB]	1002
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	GYXD2VA	[409-BCWS]	707
Systems Management	Intel vPro Enterprise Technology Enabled	G4J7US8	[631-ADPV]	49
Memory	16 GB, 2 x 8GB, DDR5, 5200MT/s, Non-EC C, dual-channel	G3AQY87	[370-BBNX]	3
Storage	512 GB, M.2 2230, PCIe NVMe, SSD, Clas s 35	GXVZO8K	[400-BOVY]	8
Additional Storage	No Additional Hard Drive	GNTOSJ7	[401-AADF]	637
Display	15.6" FHD (1920x1080) Non-Touch, AG, I PS, 250 nits, FHD IR Cam, WLAN/WWAN (4G)	GAI9G1J	[391-BHEM]	760
Keyboard	English US backlit keyboard with numeric keypad, 99-key	GA6KDNO	[583-BHBG]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Intel® AX211, 2x2, 802.11ax, MU-MIMO Driver, Bluetooth	GJMHPT7	[555-BJDC]	7

Category	Description	Code	SKU	ID
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	GL03PXW	[555-BHHU]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	3 Cell, 54 Wh, ExpressCharge™, ExpressCharge™ Boost capable	GFB63PN	[451-BDBL]	112
AC Adapter	65W AC adapter, USB Type-C, TCO Gen9 compliant	GI417VR	[492-BDHS]	1015
PalmRest	Single Pointing, Smart Card Reader, Finger Print Reader (w/ControlVault 3)	GLA0G37	[346-BINO]	55
Security Software and PC Protection	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E4 Power Cord 1M for US	GC90V4B	[537-BBDO]	20
Setup and Features Guides	Latitude 5540 Quick Start Guide	G4DLOCA	[340-DDHL]	60
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	GFSJ2Q8	[387-BBPC]	122
FGA Module	5540_2HFY24_035/US/BTS	FG0039	[998-GQMD]	572
Non-Microsoft Application Software	Dell Additional Software	GX3QS7G	[658-BFQB]	1003
Packaging	Packaging BTS 65W Adapter (WHN)	GGITE9Z	[340-DJVJ]	465
Processor Label	Intel® Core™ i7 vPro Enterprise Label	GYT8X1V	[340-CYNX]	749
Transportation from ODM to region	BTS/BTP Shipment	GR1YQZE	[800-BBGW]	200080
EAN POD Label	POD Label	GAX83SM	[389-EDJB]	292
Base Options	Intel 13th Generation i7-1370P vPro, Intel Integrated Graphics, TBT4	G0TFCRN	[338-CHGG] [338-CHGQ]	149
Chassis Options	Latitude 5540 Bottom Door, Intel 13th Gen P-Series CPU, Intel Integrated Graphics	G2VNQT9	[321-BJTM]	116
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Camera	FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	GFPAL0Z	[319-BBIE]	379
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Service	4Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr	PPN4	[975-3461] [997-8317] [997-8366] [997-8367] [997-8388] [997-8389] [997-8390] [997-8391]	29

Premier discount -$1,535.06

Item total: $1,802.02



Dell 27 Monitor - P2722H

Discounted unit price: $188.49
Contract Code: C000000010849

2 $289.99 $579.98

Estimated Delivery
FREE Standard Delivery to 99336-2359 by
Thursday, January 25, 2024

Catalog Number: 84 / p2722hsap

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

Premier discount -$203.00

Item total: $376.98



Dell Thunderbolt Dock – WD22TB4 | 1 | $399.99 | $399.99

Discounted unit price: $247.99
Contract Code: C000000010849
Estimated Delivery
FREE Standard Delivery to 99336-2359 by
Thursday, January 25, 2024

Catalog Number: 84 / wd22tb4sap

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

Premier discount -$152.00

Item total: $247.99



Logitech MK550 Wave Wireless Keyboard and Mouse Combo - Black | 1 | $59.99 | $59.99

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, January 25, 2024

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: $1,893.66

Subtotal (5): $2,483.38

Savings	$1,893.66
Subtotal (5)	**$2,483.38**
Estimated Shipping	$0.00
Estimated Tax	$216.05
Total	**$2,699.43**

Account Account

Your Profile

Dell Contacts

Address Book

Your Products Your Products

Quotes

Sales Quotes

Systems

Peripherals

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*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.

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.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	Approving a 1-year OnBase Maintenance Invoice to Renew OnBase Support Services that include TrueFiling subscription costs for the Benton County Superior Court Clerk's Office and District Court from i3-ImageSoft, LLC.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement

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

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

Summary / Background Information

On December 3, 2019, per Resolution 2019-875 the Board authorized the Chairman to sign a Master Agreement and System Maintenance Agreement between ImageSoft and County Clerk for Benton County's case management system OnBase. With District Court now using OnBase, staying current with OnBase maintenance and subscription services is key to providing both Superior Court Clerk and District Court with professional support while both offices continue to improve court document processes. To compliment improving court document workflows, per Resolution 2021-833 and Resolution 2023-833, Superior Court Clerk purchased and implemented TruFiling an external electronic court document filing system. ImageSoft maintenance encompasses all OnBase supporting services including TruFiling needed to support Superior Court Clerk and District Court business operations.

I3-ImageSoft has provided the County with a new 1-year OnBase maintenance invoice to renew OnBase support that includes TrueFiling subscription costs for the Superior Court Clerk's Office and District Court.

Procurement, Leasing, and Contracting Policy, Section 5.3.2, General Services, the County need not advertise or follow a formal competitive bidding procedure for service contracts.

Fiscal Impact

Amount: **$124,396.24 excluding WSST. $50,000 TrueFiling subscription renewal will be taken out of ARP Funds.**

Fund: **Approved Information Technology 2023-2024 budgeted funds & ARP Funds (Resolution 2021-833 and 2023-833).**

Recommendation

Information Technology recommends that the Board approve a 1-year OnBase Maintenance Invoice to renew OnBase support services that include TrueFiling subscriptions costs from i3-ImagSoft, LLC for the Superior Court Clerk's Office and District Court.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A 1-YEAR ONBASE MAINTENANCE INVOICES TO RENEW ONBASE SUPPORT SERVICES THAT INCLUDE TRUEFILING SUBSCRIPTION COSTS FOR THE BENTON COUNTY SUPERIOR COURT CLERK'S OFFICE AND DISTRICT COURT FROM I3-IMAGESOFT, LLC.

WHEREAS, on December 3, 2019, the Board signed Resolution 2019-875 authorizing the Chairman of the Board to sign a Master Agreement and System Maintenance Agreement between i3-ImageSoft, LLC and Benton County to support and maintain Superior Court Clerk and District Court case management system, OnBase; and

WHEREAS, on January 31, 2023, the Board signed Resolution 2023-097 approving 1-year maintenance and subscription invoices from i3-ImageSoft, LLC; and

WHEREAS, OnBase continues to be the document management system utilized by the Superior Court Clerk's Office and District Court that support critical business operations; and

WHEREAS, i-3-ImageSoft LLC has provided the County with a 1-year OnBase Maintenance Invoice that includes support, maintenance, and TrueFiling subscription costs that will supply the Superior Court Clerk's Office and District Court access to software updates, maintenance, and professional support; and

WHEREAS, the Information Technology Manager has reviewed the OnBase Maintenance Invoice and recommends that the 1-year OnBase Support Services and TrueFiling subscription renewal be approved; and

WHEREAS, per the Procurement, Leasing, and Contracting Policy, Section 5.3.2, the County need not advertise or follow competitive bidding procedure for service contracts; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Information Technology Manager and approves a 1-year OnBase Maintenance Invoice to renew OnBase support services that include TrueFiling subscription costs for the Benton County Superior Court Clerk's Office and District Court from i3-ImageSoft LLC in an amount not to exceed $124,396.24 excluding Washington State Sales Tax; and

Orig: Information Technology R.Heard
cc: Auditor, Clerk, District Court

BE IT FURTHER RESOLVED, said services start February 1, 2024, and end December 31, 2025.

Dated this ___ day of _____, 20___

Chairman of the Board

Chairman Pro Tem

Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Orig: Information Technology R.Heard
cc: Auditor, Clerk, District Court

i3-ImageSoft, LLC an i3Verticals Company

Maintenance Invoice

Date	Maintenance
1/5/2024	MAIN5621

ImageSoft
200 W. 2nd St.
582
Royal Oak, MI 48068

248 948-8100
MaintenanceRenewals@imagesoftinc.com

Maintenance Period: 2/1/2024 - 1/31/2025

Benton County, WA
Superior Court Clerk

Kennewick, WA 99336-2359

P.O. No.	Due Date	Rep
PROFORMA	1/31/2024	SDALE

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total
OnBase Software						
OB-DPMPW1-R	OnBase Document Import Processor Maintenance	1		1/31/2025	$1,314.52	$1,314.52
OB-GOVT-B-LOCAL-M-R	OnBase Local Gov't Licensing Bundle Maintenance	1		1/31/2025	$5,578.30	$5,578.30
OB-GV-B-MU2-CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	40		1/31/2025	$181.30	$7,252.00
OB-GV-B-MU2-CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	6		1/31/2025	$170.89	$1,025.34
OB-GV-B-MU2-CTMPC1-R	OnBase Local Government Concurrent Client Maintenance	25		1/31/2025	$162.76	$4,069.00
OB-GV-B-MU2-CTMPN1-R	Local Government Named User Client Maintenance	117		1/31/2025	$111.55	$13,051.35
OB-GV-B-MU2-DIMPW1-R	OnBase Local Gov't Prod Doc Imaging (Kofax or TWAIN) Maint.	1		1/31/2025	$557.84	$557.84
OB-GV-B-MU2-DIMPW2-R	OnBase Local Gov't Prod Doc Imaging (Kofax or TWAIN) Maint.	21		1/31/2025	$223.14	$4,685.94
OB-GV-B-MU2-DIMPW2-R	OnBase Local Gov't Prod Doc Imaging (Kofax or TWAIN) Maint.	9		1/31/2025	$210.32	$1,892.88
OB-GV-B-MU2-PTMPC1-R	OnBase Local Government Virtual Print Driver Maintenance	1		1/31/2025	$976.20	$976.20

Item	Description	Qty	Serial Number	Maint. End Date	Cost	Total
OB-GV-B-MU2-WLMPC1-R	OnBase Local Government Workflow Concurrent Client SL Maint.	5		1/31/2025	$278.92	$1,394.60
OB-GV-B-MU2-WLMPC1-R	OnBase Local Government Workflow Concurrent Client SL Maint.	5		1/31/2025	$262.90	$1,314.50
OB-GV-B-MU2-WLMPC1-R	OnBase Local Government Workflow Concurrent Client SL Maint.	25		1/31/2025	$250.39	$6,259.75
OB-GV-B-MU2-WLMPN1-R	OnBase Local Govt Workflow Named User Client SL Maint.	35		1/31/2025	$195.25	$6,833.75
OB-GV-B-MU2-WTMPW1-R	OnBase Local Government Web Server Maintenance	1		1/31/2025	$1,115.67	$1,115.67
OB-UAIPI1	OnBase Unity Automation API	1		1/31/2025	$0.00	$0.00
OB-UIMPI1-R	OnBase Unity Integration Toolkit Maintenance	1		1/31/2025	$2,789.15	$2,789.15
ImageSoft Software						
IS-ICST-M-R	ImageSoft iContentStamper Maintenance	1		1/31/2025	$1,385.45	$1,385.45
Services						
IS-CUSTOMER CARE-R	ImageSoft Customer Care Package	1		1/31/2025	$11,100.00	$11,100.00
Subscriptions						
IS-TFS-SC1	ImageSoft TrueFiling Annual Subscription Small Court	1		1/31/2025	$50,000.00	$50,000.00
IS-TSIGN-TSUB	ImageSoft TrueSign Team Subscription	1		1/31/2025	$600.00	$600.00
IS-TSIGN-TUADD1	ImageSoft TrueSign Team User Add-on (2-24 Team Members)	4		1/31/2025	$300.00	$1,200.00

PLEASE NOTE: Per Hyland, there is no longer a grace period for renewal payment. Any renewals not paid by the expiration date will incur a 10% late fee.

Total: $124,396.24

Sales Tax has been calculated based on rates current as of invoice date. Customer is responsible for any tax increases based on payment date and for self-assessing any applicable taxes if none are collected.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD, FUND NUMBER 1010, DEPARTMENT NUMBER 500.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

S. Berry

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Road Dept Nbr: 500

Fund Name: County Road Fund Nbr: 1010

TRANSFER FROM:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5423120	93181	Interfund Supplies	$100,000
TOTAL			$100,000

TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5423150	94190	Interfund Professional Services	$50,993
5424110	94190	Interfund Professional Services	$6,050
5424140	94190	Interfund Professional Services	$6,000
5426700	94190	Interfund Professional Services	$4,000
5427110	94190	Interfund Professional Services	$7,054
5427130	94190	Interfund Professional Services	$21,903
5427140	94190	Interfund Professional Services	$4,000
TOTAL			$100,000

Explanation:

During 2023, multiple road vehicles and equipment were upgraded with safety features, or had repairs that will not be factored into the replacement costs. Roads would like to pay for these 2023 expenditures separately at year end.

Prepared by: S. Berry Date: 23-Jan-2024

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____

EXHIBIT "A"

Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	Ratifying Change Order Proposal No.4 to Hummel Construction & Development, LLC's contract for CB23-06 Rattlesnake Mountain Shooting Facility Training Center Project
Presenter:	
Prepared By:	D. Hope
Reviewed By:	Procurement

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

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

On August 8, 2023, the Board of County Commissioners approved Resolution 2023-560 and executed a contract with Hummel Construction & Development, LLC of Richland Washington for Rattlesnake Mountain Shooting Facility Training Center Project in the amount of $681,995.00.

On December 19, 2023, the Board of County Commissioners approved Resolution 2023-0884 and executed Change Order #1 in the amount of $18,729.48 for a new contract amount not to exceed $700,724.48.

Change order #2 is needed to ratify Proposal No. 4 which addresses changes in the septic system design and construction. The contractor started installing the septic as designed and ran into caliche and therefore the design of the septic system was modified. The additional work increases the contract in the amount of $33,569.91 excluding WSST. There is mathematical error of $0.01 in the total amount of the proposal and the correct amount of Change Order #2 is $33,569.92

Change Order #2 increases the contract by a total of $33,569.92 for a new contract amount of $734,294.40 excluding WSST.

The Director of Operations and Capital Programs has reviewed the proposed change order #2 and the Deputy County Administrator has signed the same. Pursuant to the Benton County Procurement, Leasing and Contracting Policy (Resolution 2021-233) the Board of County Commissioners needs to ratify the Change Orders.

Fiscal Impact

Amount: $33,569.92
Fund: Public Safety Sales Tax Fund

Recommendation

Ratify Change Order No. 2 to Hummel Construction & Development, LLC contract for Rattlesnake Mountain Shooting Facility Training Center Project in the amount of $33,569.92, excluding WSST for a new contract amount of $734,294.40.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING CHANGE ORDER NO. 2 RATIFYING CHANGE ORDER PROPOSAL NO. 4 TO HUMMEL CONSTRUCTION & DEVELOPMENT LLC'S CONTRACT FOR CB23-06 FOR RATTLESNAKE MOUNTAIN SHOOTING FACILITY TRAINING CENTER PROJECT

WHEREAS, August 8, 2023, the Board of County Commissioners approved Resolution 2023-560 and executed a contract with Hummel Construction & Development, LLC of Richland Washington for Rattlesnake Mountain Shooting Facility Training Center Project in the amount of $681,995.00; and

WHEREAS, December 19, 2023, the Board of County commissioners approved Resolution 2023-0884 and executed Change Order #1 in the amount of $18,729.48 for a new contract amount not to exceed $700,724.48; and

WHEREAS, Change Order #2 is needed to ratify Proposal No. 4 which addresses changes in the septic system design and construction. The contractor started installing the septic as designed and ran into caliche and therefor the design of the septic system was modified. The additional work increases the contract in the amount of $33,569.91 excluding WSST; and

WHEREAS, there is a mathematical error of $0.01 in the total amount of the proposal and the correct amount of Change Order #2 is $33,569.92 excluding WSST.

WHEREAS, change order #2 increases the total contract amount by $33,569.92 for a new contract amount of $734,294.40 excluding WSST; and

WHEREAS, the Director of Operations and Capital Programs has reviewed the proposed change order and the Deputy County Administrator has signed the same; and

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby ratifies Change Order Proposals No. 4, attached hereto, to the contract executed by Resolution 2023-560 with Hummel Construction & Development, LLC. contract for the Rattlesnake Mountain Shooting Facility Training Center Project in the amount of $33,569.92; and

Orig.: Procurement D. Hope
cc: Auditor, PA, Hummel

BE IT FURTHER RESOLVED, the total contract amount will increase $33,569.92, excluding WSST for a new contract amount not to exceed $734,294.40, excluding WSST.

Dated this 30th day of January 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement D. Hope
cc: Auditor, PA, Hummel

HUMMEL
CONSTRUCTION AND DEVELOPMENT

Rattle Snake Mountainn Shooting Facility Training Center

Proposal Request 4: Septic Changes

Change Order Total: $33,569.91 exc. Sales Tax

Added Days to Contract : + 10 Working Days

Submitted By:
James Hummel

Approved By:

Matt Rassmusen, Deputy Administrator: _____

HUMMEL
CONSTRUCTION AND DEVELOPMENT

CHANGE ORDER PROPOSAL

12/18/2023

Project Name **Rattlesnake Mountain Shooting Facility Training Center**
Job Number: 23028
CO Proposal No.: 4_ Septic Changes Based of BFHD Comments and Site Soil-

Item Number	Description	Contractor	Amount
1	HCD Field Supervision Time	HCD	$ 500.00
2	Repair Fencing Labor and Materials	HCD	$ 670.00
3	Septic Revisions	Big Ds	$ 25,260.87
4	Electrical Revisions	CB Electric	$ 4,617.00

10 Working Days added for change

Subtotal	$	**31,047.87**
Insurance, B&O Tax @ 1.2%	$	372.57
Subtotal	$	**31,420.44**
Overhead & Profit Self Perform@ 10%	$	117.00
Overhead & Profit Subcontractors@ 5%	$	1,493.89
Subtotal	$	**33,031.34**
Washington State Sales Tax @ 8.7%	$	~~2,873.73~~
Bonding @ 1.5%	$	538.58
Change Order Total	$	~~**36,443.64**~~

$33,569.91

Big D's Construction
Excavation & Underground

Main Office:
3902 N. Swallow Ave.
Pasco, WA 99301

Rattlesnake Mtn Training Center

Septic Bid Breakdown

Materials		
4" pipe from building to tank	$	529.00
1,500 gallon septic tank	$	2,750.00
1,000 gallon dosing tank	$	2,000.00
explosion proof pump/filter	$	2,685.00
simplex panel	$	2,632.00
drain field components	$	1,262.00
drain rock	$	792.00
Labor	$	4,800.00
Equipment	$	4,200.00
Materials (see breakdown above)	$	12,650.00
Total Base Bid	$	21,650.00

James Hummel

From: Aaron Jones <aaron@big-ds.com>
Sent: Thursday, December 21, 2023 10:48 AM
To: James Hummel
Cc: Duane Howard
Subject: RE: Rattlesnake Septic Breakdown

James,

Narrative for the septic change order:

Big D's had already begun installing the original septic design, drilled holes in the pipe, started installing the manifold when we ran into caliche and notified the engineer.

Once we received the new design, Big D's had to start over and backfill and remove what we had already done, then start over with a whole new system, including ordering the new pumps /control panel etc.

That said, $9,200 of this change order is just the material costs for the revised system.

Aaron Jones | Project Manager
BIG D'S CONSTRUCTION
O: 509.542.8322 | C: 509.212.1235
3902 N Swallow Ave | Pasco, WA | 99301

From: James Hummel <James@hcd-gc.com>
Sent: Thursday, December 21, 2023 5:26 AM
To: Big D's Office <office@big-ds.com>
Cc: Duane Howard <duane@big-ds.com>; Aaron Jones <aaron@big-ds.com>
Subject: RE: Rattlesnake Septic Breakdown

Received, thanks for the prompt follow up ...

James Hummel | Managing Member
HUMMEL CONSTRUCTION & DEVELOPMENT
1360 FLORIDA AVENUE | RICHLAND WA 99352
C:509.579.6554 | O:509.713.1440 | James@HCD-GC.com

HUMMEL
CONSTRUCTION AND DEVELOPMENT

From: Big D's Office <office@big-ds.com>
Sent: Wednesday, December 20, 2023 7:01 PM
To: James Hummel <James@hcd-gc.com>
Subject: Rattlesnake Septic Breakdown

James,

Main Office:
3902 N. Swallow Ave.
Pasco, WA 99301

Big D's Construction
Excavation & Underground

Phone: (509)542-832
Fax: (509)542-836
WA# BIGDSDC893D1

Proposal

Proposal Submitted To: Hummel Construction
Attention: Chris O'Neil
Street Address:
City, State , & Zip:
E-Mail:

Date 12/8/2023
Phone:
Fax:
Job Name: Rattlesnake Shooting Range
Job Location: Benton County

Bid Item	Description	Quantity	Unit	Unit Price	Total Price
	Septic Revisions	1	LS	$	25,260.87

*Anything not specifically included in this proposal is excluded
*This proposal shall be used as an exhibit to the contract

Summary

Subtotal	**$**	**25,260.87**
Tax		
Total		

Exclusions

Surveying, Permits, Fees, Compaction Testing, hydro-vac, screening of materials, Rock excavations, all unsuitable soils will be handled on T&M basis. Not responsible for repair of broken concrete due to construction traffic, no irrigation repair or restoration, sanitary facilities, construction trash removal, concrete washout. Maintaining dust control while not active onsite, not responsible for schedule delays due to other trades.

Authorized Signature:

Acceptance of Proposal

Date of Acceptance :_____ Signature:_____

Name: _____ Title: _____

Big D's Construction
Excavation & Underground

Rattlesnake Shooting Range

Hummel Construction
Date: 12/8/2023

Septic System Revisions

a. LABOR

Craft	Hours	Rate	Amount
Superintendent		$75.00	$0.00
Operators — 2 days, 4 men —	32	$51.49	$1,647.68
Laborers	32	$44.58	$1,426.56
Truck Driver		$51.00	$0.00
		Subtotal:	**$3,074.24**
Office Supervision		0.00%	$0.00
State Unemployment		6.50%	$199.83
State Industrial Insurance		10.00%	$307.42
FICA		7.65%	$235.18
Travel Allowance(2%)			$0.00
Safety (Max 2% of Labor)		2.00%	$61.48
		Labor Total:	**$3,878.15**

b. MATERIALS

Description	Quantity	Rate	Total
HD Fowler - Pump & Panel Revisions			$9,105.14
		Total Material:	**$9,105.14**

c. EQUIPMENT

Description	Hours	Rate	Total
Excavator	16	$225.00	$3,600.00
Grader		$250.00	$0.00
Mini Excavator		$125.00	$0.00
Loader (All Sizes Owned)	16	$125.00	$2,000.00
Truck		$135.00	$0.00
Roller		$95.00	$0.00
Water Truck		$85.00	$0.00
Ford Utility Truck	16	$100.00	$1,600.00
Small Tools & Expendables	(3% Labor)	3.00%	$116.34
		Equipment Total:	**$7,316.34**

d. SUBCONTRACTORS

		Subcontractors Total:	**$0.00**

e. OVERHEAD & PROFIT

Contractor's OH on Own Work	16%	$20,299.64	$3,247.94
Contractor's Profit - Own Work	6%	$20,299.64	$1,217.98
Subcontractor OH	6%	$0.00	$0.00
Subcontractor Profit	4%	$0.00	$0.00
		Total Overhead & Profit:	**$4,465.92**

f. B&O TAX, INSURANCE & BOND

Retailing		of sum a-e	$0.00
Liability Insurance	1.00%	of sum a-e	$247.66
Payment and performance Bond	1.00%	of sum a-e	$247.66
Wholesaling	0	of sum a-e	$0.00
		B&O Tax, Insurance & Bond Total:	**$495.31**

GRAND TOTAL:	**$25,260.87**

CB ELECTRIC LLC

PHONE: 509-728-0417
FAX:509-494-8432

ELECTRICAL CHANGE ORDER

TO: Hummel Construction
Richland, WA

JOB: Rattlesnake Mountain Training Facility
Benton City, WA

ECOP 2 R2
SUBJECT: PR 04

CB Electric is providing a change order proposal to make the following changes per PR 4
This is an add to the original base bid.
Revise the wiring to the septic tank.
The contract septic system called out a single motor, and 4 floats per C-501.
The new system has 4 floats and 2 motors. The motors have 2 cables each, 1 for power and 1 for leak detection for the motor. This requires 3 additional pipes. See page 2 that has additional information.
Build pump panel support encased in concrete.
The drawings did not call out support for the panel that is being provided by Big D . PR 04 C-501 detail 9 calls for a concrete encased unistrut rack. We do not if Big D planned on a support system or not for the base bid drawings. I have credited a 4x4 post, that maybe Big D had in his bid?
Terminate wiring in control panel.
There are 12 additional wires to be landed in the panel, 3 additional conduits going into the panel, the tech support at Liberty said to be cautious on the pump control wires. For some reason several guys have done them incorrectly. So I added a half hour for that.
Wire size to remain # 10.
Big D to mount floats on independent stand per detail on Dosing Tank detail.

Material	$	712.57
Labor	$	3,097.75
Expenses	$	70.00
P&OH:	$	388.03

Total Add : $ 4,268..00

RATTLESNAKE CHANGE ORDERS

Totals (Summary) - Bid Summary: septic

Material	
Non-Quoted	$707.97
Quotes	0.00
Sales Tax (0.65%)	4.60
Total Material	$712.57
Labor	
Direct (28.16 hours @ $110.01)	$3,097.75
Non-Productive Labor	0.00
Total Labor	$3,097.75
Direct Job Expenses	$70.00
Tools and Miscellaneous Materials	0.00
Subcontracts	0.00
Job Subtotal (Prime Cost)	$3,880.32
Overhead (10.00%)	388.03
Profit (0.00%)	0.00
Job Total	$4,268.35
Actual Bid Price	$4,268.35
Material to Direct Labor ratio: 0.19	
Prime Cost per square foot	$0.00
Job Total per square foot	$0.00
Actual Bid Price per square ft	$0.00
Labor cost per square foot	$0.00
Labor hours per square foot	0.00
Gross Profit %	9.09
Gross Profit $	$388.03
Net Profit %	0.00

RATTLESNAKE CHANGE ORDERS
Job Number: 1000015626
Extension By Phase, And Subtotals By Section

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
	--- 01 Raceway, Fittings & Boxes ---							
	--- Section #1 ---							
1011	3/4" EMT (Difficult)	8	139.70	C	11.18	4.13	C	0.33
1063	3/4" GRC (Difficult)	10	494.75	C	49.48	6.14	C	0.61
1064	1" GRC (Difficult)	4	734.66	C	29.39	6.59	C	0.26
1587	3/4" Locknut	6	49.50	C	2.97	0.01	E	0.06
2336	3/4" Unistrut Strap	2	154.15	C	3.47	5.85	C	0.13
2337	1" Unistrut Strap	1	56.36	C	0.28	7.02	C	0.04
6655	1/4x1-1/2" Bolt (Hex Head Cap Screw)	12	98.79	C	11.85	11.70	C	1.40
6658	1/4" Flat Washer	12	37.17	C	4.46	0.00	E	0.00
8157	3/4" Vert & Horiz Seal	3	37.67	E	113.01	0.63	E	1.89
1242067	3/4" EMT Weathertight Compression Steel Coupling	1	277.21	C	2.22	0.16	E	0.13
1242077	3/4" EMT Weathertight Compression Insul Throat Steel	6	532.59	C	31.96	0.15	E	0.90
	--- Section #1 Total ---				260.27			5.75
	--- 01 Raceway, Fittings & Boxes Total ---				260.27			5.75
	--- 02 Wire & Cable ---							
	--- Section #1 ---							
2790	#12 THHN CU Stranded Wire	63	220.21	M	13.87	6.43	M	0.41
	--- Section #1 Total ---				13.87			0.41
	--- 02 Wire & Cable Total ---				13.87			0.41
	--- 06 Underground/Site ---							
	--- Section #1 ---							
1188	3/4" PVC Conduit	60	117.70	C	70.62	1.75	C	1.06
	--- Section #1 Total ---				70.62			1.06
	--- 06 Underground/Site Total ---				70.62			1.06
	--- 07 Misc ---							
	--- Section #1 ---							
6644	Unistrut (Deep)	30	484.03	C	145.21	9.36	C	2.81
6650	Cut 12 Gauge 1-5/8x1-5/8 Channel (labor)	4	0.00	E	0.00	0.08	E	0.32
6651	1/4" Spring Nut	12	70.29	C	8.43	5.85	C	0.70
8298	CORE DRILL 1"-2"	3	9.90	E	29.70	1.17	E	3.51
54648587	12" SONOTUBE 12' LENGTHS	1	28.60	E	28.60	0.58	E	0.59
54655530	80# BAGS CNCRETE	12	8.20	E	98.40	0.58	E	7.08
54655531	884 PVC BOX	1	63.93	E	63.93	1.52	E	1.52
54655532	1/2" CGB	3	3.85	E	11.55	0.14	E	0.42
54655533	3/4" CGB	2	5.12	E	10.24	0.15	E	0.30
T0001	SEPTIC CONTROL PANEL	1	QUOTE	2	0.00	2.92	E	2.93
T0003	PULL FLOAT MOTOR CABLES TO CONTROL PANEL	1	1.10	E	1.10	0.88	E	0.88
T0005	DELETE 4X4 POST	-1	49.50	E	-49.50	1.17	E	-1.17
	--- Section #1 Total ---				347.66			19.89
	--- 07 Misc Total ---				347.66			19.89
	--- 14 SITE PVC ---							
	--- Section #1 ---							
2061	3/4" PVC Male Adaptor	6	60.70	C	3.64	0.06	E	0.36
2115	3/4" PVC Coupling	9	43.54	C	3.92	0.04	E	0.36

* Target, Labor column 2

RATTLESNAKE CHANGE ORDERS
Job Number: 1000015626
Extension By Phase, And Subtotals By Section

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
2127	3/4" PVC Elbow	3	266.21	C	7.99	0.11	E	0.33
	--- Section #1 Total ---				15.55			1.05
	--- 14 SITE PVC Total ---				15.55			1.05
	Job Total				707.97			28.16

* Target, Labor column 2

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/30/2024
Subject:	Contract Extension and Funding Modification with Department of Energy for Law Enforcement Services
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Jeffrey Aultman, DPA

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

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

Summary / Background Information

Benton County and the U.S. Department of Energy have entered into a Contract for law enforcement services beginning of 1993.

Per Resolution 2019-123 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2019 with four one-year options.

Per Resolution 2020-137 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that exercised the first-year option for calendar year 2020.

Per Resolution 2021-109 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that exercised the second-year option for calendar year 2021.

Per Resolution 2022-124 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that exercised the third-year option for calendar year 2022.

Per Resolution 2023-160 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that exercised the fourth-year option for calendar year 2023.

Department of Energy provided the Sheriff's Office with written Modification No. P00015 and P00016 requesting to extend the contract for four months for law enforcement services on the Hanford Site and add funding in the amount of $364,351.52 for a period beginning February 1, 2024 through May 31, 2024, bringing the overall contract amount up to $3,894,930.52.

Fiscal Impact

NA

Recommendation

Approve the attached resolution and contract modification between Benton County and the U.S. Department of Energy for law enforcement services on the Hanford Site in the amount of $364,351.52 for a period of February 1, 2024 through May 31, 2024.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACT 89303919CEM000010 MODIFICATION NO. P00015 AND P00016 BETWEEN U.S. DEPARTMENT OF ENERGY AND THE BENTON COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES

WHEREAS, Benton County and the U.S. Department of Energy have entered into a Contract for law enforcement services beginning of 1993; and

WHEREAS, per Resolution 2019-123 and Contract Number 89303919CEM000010, the Department of Energy solicited the Sheriff's Office for a contract that would continue law enforcement services for the calendar year 2019 with four one-year options, with the base amount of $665,001.00 from February l, 2019 through January 31, 2020; and

WHEREAS, per Resolution 2020-137 dated February 11, 2020, Modification No. P00002 was necessary as the U.S. Department of Energy wished to exercise the first option year for law enforcement services on the Hanford Site in the amount of $684,951.00 from February 1, 2020 through January 31, 2021; and

WHEREAS, per Resolution 2021-109 dated January 26, 2021, Modification No. P00007 was necessary as the U.S. Department of Energy wished to exercise the second option year for law enforcement services on the Hanford Site in the amount of $705,499.00 from February l, 2021 through January 31, 2022; and

WHEREAS, per Resolution 2022-124 dated February 8, 2022, Modification No. P00011 was necessary as the U.S. Department of Energy wished to exercise the third option year for law enforcement services on the Hanford Site in the amount of $726,664.00 from February 1, 2022 through January 31, 2023; and

WHEREAS, per Resolution 2023-160 dated February 14, 2023, Modification No. P00012 was necessary as the U.S. Department of Energy wished to exercise the fourth option year for law enforcement services on the Hanford Site in the amount of $748,464.00 from February 1, 2023 through January 31, 2024; and

WHEREAS, the attached Modification No. P00015 and P00016 is necessary as the U.S. Department of Energy wishes to extend the contract for four additional months of law enforcement services on the Hanford Site adding funding in the amount or $364,351.52 from February 1, 2024 through May 31, 2024; and

WHEREAS, the Undersheriff has reviewed the proposed modifications and recommends moving forward with the attached Contract Modifications Nos. P00015 and P00016; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Contract 89303919CEM000010 Modification No. P000015 and P00016 between Benton County and U.S. Department of Energy, extending the contract for four additional months for law enforcement services on the Hanford Site in the amount of $364,351.52 for a period beginning February 1, 2024, through May 31, 2024, bringing the overall contract amount up to $3,894,930.52; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board or Chairman Pro-Tem to sign the attached Modification Nos. P000015 and P00016 to Contract 89303919CEM000010.

Original: Sheriff's Office K. Gillies

CC: Auditor; DOE

Dated this_____day of _____, 2024

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest: _____
Clerk of the Board

Original: Sheriff's Office K. Gillies

CC: Auditor; DOE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00016	See Block 16C		

6. ISSUED BY CODE 893039

Richlands Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

7. ADMINISTERED BY *(If other than Item 6)* CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

BENTON, COUNTY OF
Attn: Jon Law
7122 W. OKANOGAN PLACE
BLDG. B
KENNEWICK WA 99336

CODE 083738997 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 89303919CEM000010

10B. DATED *(SEE ITEM 13)* 01/30/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-8 Option to Extend Services and FAR 52.212-4(c) - Changes.
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: HG29NCPLDG56
The purpose of this modification is to 1) change the contract specialist from Ethan Jessel to Megan Harrison, and 2) exercise the option to extend services in accordance with FAR 52.217-8 by four months, without funding. The period of performance end date is extended from January 31, 2024, to May 31, 2024.
Payment:
OR for Richland
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 4307
Oak Ridge TN 37831
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Brenda S. Valadez	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Jeff Aultman
Approve as to form

NAME OF OFFEROR OR CONTRACTOR
BENTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 02/01/2019 to 05/31/2024				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00015	See Block 16C	24EM000611	

6. ISSUED BY CODE 893039

Richlands Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

7. ADMINISTERED BY *(If other than Item 6)* CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

BENTON, COUNTY OF
Attn: Jon Law
7122 W. OKANOGAN PLACE
BLDG. B
KENNEWICK WA 99336

CODE 083738997 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 89303919CEM000010

10B. DATED *(SEE ITEM 13)* 01/30/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Increase: $364,351.52

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

UEI: HG29NCPLDG56
The purpose of this modification is to add incremental funding in the amount of $364,351.52 and change the invoice approving official from Ethan Jessel to Megan Harrison and the specialist official from Tim Yager to Nancy Powell.
LIST OF CHANGES:
Reason for Modification: Funding Only Action
Total Amount for this Modification: $364,351.52
New Total Amount for this Version: $1,112,815.52
New Total Amount for this Award: $3,894,930.52
Obligated Amount for this Modification: $364,351.52
New Total Obligated Amount for this Award: $3,758,851.96
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Megan J. Harrison	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		Megan J Harrison *(Signature of Contracting Officer)*	01/18/2024

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

Jeff Aultman
Approve as to form

NAME OF OFFEROR OR CONTRACTOR
BENTON, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Incremental Funded Amount changed: from $2,729,499.44 to $3,093,850.96 Contracting Officer changed from Joshua Noah Gentry to Invoice Approving Official changed to : 79734 Specialist Official changed to : 136366 CHANGES FOR LINE ITEM NUMBER: 40001 Total Amount changed from $748,464.00 to $1,112,815.52 Obligated Amount for this Modification: $364,351.52 Incremental Funded Amount changed from $748,464.00 to $1,112,815.52 CHANGES FOR DELIVERY LOCATION: 00601 Amount changed from $748,464.00 to $1,112,815.52 NEW ACCOUNTING CODE ADDED: Account code: 01250-2024-34-421601-25105-1111148-0001523-0000000-0000000 Fund 01250 Appr Year 2024 Allottee 34 Reporting Entity 421601 Object Class 25105 Program 1111148 Project 0001523 WFO 0000000 Local Use 0000000 Quantity: 0 Amount: $364,351.52 Percent: 32.74141 Subject To Funding: N Payment Address: Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831 Period of Performance: 02/01/2019 to 01/31/2024				

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	Authorization for the advertisement and bid process for a new Jet Boat – CB 24-06 for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Jeff Aultman; Lt. Clark; Katie Gillies; Purchasing Dept.

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

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

Summary / Background Information

The Benton County Sheriff's Office (BCSO) is requesting the purchase of a new jet boat to fill the needs of the department's marine program. With the diverse types of water ways in Benton County, the need to replace one of the BCSO's propeller driven boats with a jet boat was identified to easily navigate those areas of shallow water for the safety of the community and those that require law enforcement response.

It is the intention of the Board of County Commissioners to advertise for bids from vendors for the new jet boat.

Bid packet number CB 24-06 was prepared by the Purchasing Department and approved as to form by the departmental assigned Civil Deputy Prosecuting Attorney and is attached hereto.

Fiscal Impact

N/A – Only requesting bids at this time. The BCSO recently sold the county's 2008 Safe boat with the intent to utilize those funds to offset the cost of a new jet boat.

Funding: If an award is made, the funding has been identified from the approved Benton County Sheriff's Office 2023-2024 approved budget under Capital Outlay – 01410.94.000.5942100.0000.56401.

Recommendation

Approve the attached Resolution and bid packet no. CB 24-06 authorizing the Benton County Purchasing Department to advertise the bid for a new jet boat for the Benton County Sheriff's Office.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING AUTHORIZATION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR A NEW JET BOAT - CB 24-06 FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) is requesting the purchase of a new jet boat to fill the needs of the department's marine program; and

WHEREAS, it is the intention of the Board of County Commissioners to advertise for bids from vendors for a new jet boat; and

WHEREAS, bid packet no. CB 24-06 was prepared by the Purchasing Department and approved as to form by our departmental assigned Civil Deputy Prosecuting Attorney and is attached hereto; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners hereby authorizes Benton County Purchasing Department to advertise the bid for the purchase of a new jet boat - CB 24-06 for the Benton County Sheriff's Office.

Dated this 30th day of January 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

Orig: BCSO L. Small
cc: Auditor, Purchasing Dept.

REQUEST FOR BIDS
(CB No. 24-06)

PROPOSALS FOR: **ONE (1) NEW JET BOAT**

BID DUE DATE: **BY OR BEFORE WEDNESDAY, FEBRUARY 14, 2024 AT 11:00 A.M.**
BENTON COUNTY SHERIFF'S OFFICE
7122 W OKANOGAN PL., SUITE A120,
KENNEWICK, WA 99336

NO BIDS WILL BE ACCEPTED AFTER THE BID DUE DATE.

BIDS OPENED: WEDNESDAY, FEBRUARY 14, 2024 AT 11:00 A.M., IN THE CONFERENCE ROOM OF THE BENTON COUNTY SHERIFF'S OFFICE, 7122 W OKANOGAN PL., SUITE A120
KENNEWICK, WA 99336

Instructions to Bidders:

1. Benton County (County) is interested in the purchase of one (1) new Jet Boat to be utilized by the Benton County Sheriff's Office. The County invites your bid on said jet boat that meets or exceeds the specifications outlined in Exhibit A – Specifications attached hereto and referenced herein.

2. Your bid should be made out using the offical Exhibit B – Bid Proosal form enclosed and placed in a SEALED ENVELOPE marked "SEALED BID –2024 JET BOAT (CB 24-06). Sealed bids should be mailed or delivered to Benton County Sheriff's Office, 7122 W Okanogan Pl., Sutie A120, Kennewick, WA 99336, or hand delivered to same address by or before **Wednesday, February 14, 2024 at 11:00 a.m**. NO BIDS WILL BE ACCEPTED AFTER SAID DATE AND TIME.

3. The Board of Benton County Commissioners reserves the right to reject any or all bids received, to waive informalities in the bidding, and to make an award based on a fair appraisal of the competitive values and delivery time. The Board will not necessarily be bound by the lowest bid.

    - This document and materials enclosed herewith only constitute an invitation to submit bids and do not represent an offer of award by Benton County, the Benton County Board of Commissioners, or the Benton County Sheriff's Office. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by bid award as provided herein shall any contractual relationship be created.

4. Each Bidder shall submit complete specifications of the proposed equipment, which shall be attached to the proposal form. At a MINIMUM, each of the items mentioned in the

Specificaitons should be covered, plus any additional items deemed important by the bidder.

5. Completion Deadline: Vessel to be completed and ready for Benton County to take possesion within two hundred seventy-five days (275) of contract agreement. Vessel to be tested on the water at builder's desired location with a representative from Benton County present for final approval.

6. Builder Location: Builder location must be within 125 miles of the Benton County Sheriff's Office, 7122 W Okanogan Pl, Kennewick, WA 99336.

7. The invitation to bid consists of the following documents:

   Request for Bids – this document
   Exhibit A – Specifications
   Exhibit B – Bid Proposal Form
   Exhibit C – "Sample" Notice of Lowest Responsible Bidder Resolution

~ This section was intentionally left blank ~

SPECIFICATIONS FOR NEW JET BOAT

MINIMUM SPECIFICATIONS:

1. Center Length: 23'0"

2. Bottom: 84" wide.

3. Gasoline Engine: 6.2L Indmar 460 Raptor or KEM 6.2DI

4. Jet Unit: Hamilton 214 with 3.3 turbo impeller and drive-shaft connection between engine & pump. No close coupler. Mounted on 1" thick 1 piece billet aluminum intake. Intake grate to be equipped with stomp grate that is equipped with air actuation from helm station.

5. Fuel System: Minimum 120 gallons to maximum of 130 gallons cross tank style. Fuel tank to be USCG approved design and equipped with EPA approved diurnal system. Fuel lines to be fire resistant 500 PSI stainless steel braid re-inforced with approved JIC style fittings end fittings. Parker 221FR or approved equal. Fuel tank and system drawing to be provided with proposal.

6. Bottom: .375" plate in the aft 5' and .250 plate forward, all 5086 H116.

    - Bottom Design: 11-degree deadrise with delta pad, planing strakes and keel strip. Delta pad shall be mechanically pressed into bottom and 20" wide at transom and tapering to a point approximately 14' forward . One (1) set of planning strakes welded into bottom of a design that will allow boat bottom to slide when necessary. Keel strip shall be .250"x 4", 5086 H116 starting at the bow and ending at the point of the delta pad.

7. Sides: Minimum 36" to a max 39" tall, .125" 5086 H116 with constructed gunnels of the same side piece and 2 v-crimps mechanically pressed into the sides. Sides to be one-piece full length. No exceptions.

8. Transom: .188" thick one piece transom 5086 H116. Accomodation in transom suitable for a removable tow bit that is of sufficient strength to tow other vessels and assist with ungrounding other vessels. Removable tow bit included. Provide drawing with proposal identifying design and materials to be used.

9. Chines: 1.5" x 3" x .188" 6061 T6 aluminum chines.

10. Scantling: Longitudinals - .188" x 2" x 3", 6061-T6 longitudinal hull stiffeners, 7 total

and evenly spaced ahead of vapor tight bulkhead. Transverses - Formed .125” x 2” x appx 15” tall, 5086 H116 angle transverse bracing on maximum 34” centers. Transverse shall be coped to fit over minimum 2/3 of the longitudinals and welded onto longitudinals. Bow/Nose Bracing - .188” x 2” x 3”, 6061-T6 longitudinal hull stiffeners to continue forward to within 12” of tip of bow. Outside longitudinals may end at the forward most transverse frame. Provide drawing with proposal.

11. Side Ribs: 2” x 1 ¼” x .170” 6061 T6 channel on 34” maximum centers. Ribs shall have gusset keys between channel and sides at all v crimps plus additional channel bracing from the side channel ribs to underneath of the gunnel lip.

12. Bulkhead: .188” 5086 H116, vaportight bulkhead ahead of engines and fuel cell.

13. Bow Deck: .125” x 6061 diamond plate aluminum of sufficient strength to prevent damage from normal usage. Bow to be flat nose style with shoe, integrated recessed area for 20” Rigid Industries E-Series dual row LED lightbar. Minimum .375” 6061 T6 aluminum rub rail wrapped around bow edge, capped underneath from rub rail to side, welded continuously. Two-rung ladder with grab handles.

14. Bow Rails: Removable bow rails that are two rail 30” tall and designed to minimize view obstructions from the captains seat while still allowing passage down gunnels on outside of cabin. Provide drawing and design with proposal.

15. Flooring: .125” x 5052 diamond tread flooring with ¼” sound deadening underneath. Floors, including fuel cell step, to be powder coated standard external color.

16. Rear Deck: Self-bailing high deck with diamond tread motor cover lids with sound deadening. Lids to be hinged and strutted. Center lid to hinge to the back of boat with the side lids opening to the outside of the boat. High deck lids to be powder coated standard external color.

17. Rear Rails: 1” square tubing rails, 36” tall, maximum 12” spacing, removable rails with 30” opening aft and three (3) stainless steel chains across opening. Rod Holders for each side for rail bracing. Rear rails designed to provide 48” minimum opening between cabin and rails. Provide drawing with proposal.

18. Swim Platform: Full width swim platform, 6061-T6 diamond tread covered with three (3) rung swim deck ladder mounted to starboard side with grab handle on swim platform running forward to transom. Minimum 30” wide deck. .500” towing gussets placed between swim deck and transom at the outside corners, continuously welded.

19. Kicker Motor: Intstall Yamaha 9.9 HP XPHB kicker motor on center of swim deck with quick detachable fuel and electrical fittings.

20. Pump Guards:1.5” Schedule 40, 6063 T6 pipe pump guard legs. Four (4) total.

21. Windshield: Welded frame, driver-center fixed windshield with dual access doors to either side. Access doors to hinge inward with door stops. Each door to have dual rubber snubber style of door closures. Rain gutter welded over the top of all three windshield pieces. Interior grab handles above center windshield opening and vertically on each side of center window.

22. Windows: All front windshields will be ¼” thick clear lamiglass provided in pre-manufactured aluminum frame. Side windows to be tinted glass sliders to alleviate heat and UV damage while in outdoor storage. Diamond Sea Glaze, Peninsula Glass brand, or equal.

23. Top: Full fixed frame hard top with center gull wing hatch over captains seat and fixed tinted windows over passenger forward seats. Cabin interior will have dual dome lights, red/white light options. Top trays with locking doors hinged and strutted, and backdrop. Hand rails incorporated into inside top frame running full length longitudinally. Exterior hand rails on top both sides longitudinaly for entire length of cab. Grab rail on the back of cab full length paralleling cabin structure from gunnel to gunnel. Top must be able to mount one (1) emergency light bar, siren speaker, four (4) small emengency side markers (customer supplied) installed two (2) on each side of cabin, approximately three (3) customer-supplied antennas, and one (1) GPS antenna.

24. Seating: Center pilot air-ride seat with dual arm rests that DO NOT impede stick or throttle/shifter operation. Center helm design to maximize aisle way width. Port and starboard mounted passenger air ride seats, no arm rests. Install bench seats aft of passenger air ride seats. Bench seat length to allow customer supplied electronics behind port air ride seat and vertical gun mount behind starboard side seat.

25. Pilot Station: The vessel shall have a forward, center, vertical stick with short throw steering console with the stick on the right side of the driver’s seat, fully mechanical stick steering (no cables and right hand control).

26. Fuel Cell: USCG approved minimum 120 gallons to a max of 130 gallon aluminum cross fuel cell, mechanically bolted to the engine compartment framework with sending unit and fuel gauge in dash. Fuel cell drawing and affidavits for tank testing and installed fuel system required. Two fuel fills: one located on each side of boat.

27. Bow Eye: Shall be of ½" 6061 T6 aluminum, welded continuously onto the bottom nose structure then with the keel strip placed over it and continuously welded. Placement shall be at the appropriate location to facilitate use of the trailer winch line in loading onto trailer. It shall be equipped with two (2) holes to allow attachment of winch line and safety chain.

28. Cleats: Four (4) 10" billet aluminum bolt on cleats with backing plates installed forward and aft on gunnel tops.

29. Ball Valves: On all through hull penetrations except bilges including sand trap drain, and washdown inlet.

30. Muffler: Cross over exhaust in engine compartment and single exhaust port through transom to under swim platfor mounted muffler. The muffler is equipped with one exhaust outlet through the transom while still providing good access to the pump cleanout. The muffler itself will be located outside of the transom under the swim platform while the cross-over is inside of the engine compartment. The exhaust exits the bottom of the muffler to direct the noise down and to prevent water from being hydraulically forced into the exhaust system.

31. Sand Trap: Waterlines from jet pumps shall each be equipped with a sand trap which shall drain outside the hull. Sand trap to be KLS or approved equal.

32. Motor Mounts: Contractor shall provide adequate four point mount system utilizing rubber isolator engine mounts.

33. Electrical Accessories: All electrical equipment and materials required in these specifications shall be provided by the contractor and shall be designed for marine use.

34. Dash Panel: Instrumentation shall consist of the following: Multi-gauge, including oil pressure, temperature, fuel and volt meter. Separate gauge for the tachometer and hours meter. In-dash mounted Garmin GPSMAP 943xsv wired to display engine parameters as well as incorporated aft deck camera. Instrumentation to include audible and visual warning system for low oil pressure and engine overheating. Mounting location for police radio (customer supplied). AM/FM radio with two (2) speakers installed inside cabin. Two (2) power points to either side of dash top to include USB and USB-C. Dash shall include switches for the horn, blower, bilge pumps, dash lights, navigation/anchor lights, dome lights, heater/defroster, one (1) accessory and alarm silence. All switches to be circuit breaker protected with manual resets. Provide a detailed drawing of the dash panel and dash layout with proposal. Engine room blower switch wired so that blower must be on to allow engine starting.

35. Blowers: Blower to be sufficient for engine space provided and USCG approved.

36. Bilge Pumps: Two (2) submersible 2000 GPH bilge pumps that feature stainless-steel shafts, water cooling and vibration-free centrifugal impeller that won't burn out if run dry. Pumps to have strainer bases that can easily be snapped off for cleaning. Two (2) pumps in engine compartment, one (1) manual with switch in dash, one (1) manual and auto float with indicator light in dash.

37. Batteries: Engine manufacturer-recommended start batteries with isolator switch. Batteries to be wired for single battery operation as well as combined operation. On board two (2) bank charger/tender to be installed with transom mounted plug-in. Ten amp per bank minimum.

38. Heaters: Single 16" hydronic heater mounted under bow with four (4) 3" ducts mounted to defrost front windshields and two (2) 3" ducts mounted low for cabin heat.

39. Wipers: Pantograph windshield wipers on all three windshields with wipers and arms maximizing coverage. Pilot control for center wiper with actuation in stick. Passenger window controls exclusive to respective side seat windows, mounted in dash corners.

40. Dome Lights: Two (2) LED dome lights mounted under top of cabin area. Red and white light option.

41. Aft Deck Flood lights: Starboard and Port cabin mounted aft deck LED lighting. Red and white light option.

42. Navigation Lights: USCG approved navigation LED lights including fold down all around light mounted on aft section of top.

43. Vapor Detector: USCG approved vapor detector mounted in engine compartment with visual and audible alarm in dash.

44. Fire Suppression: Install 2.5# fire extinguisher mounted at shift tower and a 10# fire extinguisher in side storage box with bracket.

45. Upholstery: Bench seating color gray with uniform stitch design. Carpet: Marine grade carpet along sides and in bottom of top trays. Backdrop: Full curtain backdrop with clear vinyl above the bench seat height. Center dual-zippered opening with strap to hold in place when rolled up.

46. Sound Deadening: Sound deadening shall be applied throughout the engine compartment including the sides, bulkhead, and motor cover lids. Diamond tread floors shall have sound deadening installed between the floors and substructure. The bow shall have sound deadening incorporated on the back side of the steps and access hatch.

47. Paint: Hard top of vessel shall be painted single color to match patrol vehicle color. Paint code to be provided by Benton County. Cabin only is painted from gunwales up and including dash, interior, and exterior of hardtop. Gunwales shall be surfaced with powder coated diamond tread caps at openings between rails and cap and opening between back deck rails leading to swim platform.

48. Side Wrap: Benton County-approved full side wrap package, shields, and identification design to be provided by Benton County.

49. Trailer: Galvanized trailer to have a minimum GVWR of 10,400 lbs. with tandem axle electric brakes, UHMW bunks, winch and step-on winch stand, spare tire and carrier. Electric brakeaway kit.

EXHIBIT B – PROPOSAL

TO: BENTON COUNTY SHERIFF'S OFFICE
BENTON COUNTY, WASHINGTON

Gentlemen:

The undersigned hereby certifies that I/we have read the requirements and specifications for and thoroughly understand the same and propose as follows:

Delivery Date: _____

BID PRICE FOR ONE (1) 2024 JET BOAT $_____

Washington State Sales Tax _____% $_____

TOTAL BID: $_____

DATED this _____ day of _____ 2024.

FIRM NAME: _____ TELEPHONE: (____) _____

ADDRESS: _____

_____

EMAIL: _____

SIGNATURE OF AUTHORIZED OFFICIALS:

_____ _____
Please print name and title Signature

_____ _____
Please print name and title Signature

PROPOSAL MUST BE SIGNED

NOTE: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
(2) If the bidder is a corporation, this proposal must be executed by its duly authorized representative.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF THE LOWEST RESPONSIBLE BIDDER FOR THE PURCHASE OF A NEW JET BOAT (CB 24-06) FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Board of Benton County Commissioners solicited bids for the procurement of one (1) new jet boat per Resolution 2024-xxx; and

WHEREAS, representatives of the Benton County Sheriff's Office received and opened [number of bids] on [date] as provided in the invitation to bid; and

WHEREAS, bids were received from the following companies:

[list of bidders, bid amount]; and

WHEREAS, the representative of the Benton County Sheriff's Office reviewed the bid proposal and recommends awarding the purchase of the new jet boat to [bidders name, address] as the lowest responsible bidder; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby has deemed [bidders business name] to be the lowest responsible bidder for the purchase of one (1) new jet boat for the Benton County Sheriff's Office.

Dated this _____ day of _____, 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

SAMPLE

Lisa Small

From: Jeffrey Aultman
Sent: Thursday, January 18, 2024 12:25
To: Lisa Small
Cc: Michael Clark
Subject: Jet Boat Bid Package

Lisa,

Following our phone conversation today, I approve of the revisions you've made. Good job!

Regards,

Jeff Aultman
Assistant Chief Deputy Prosecuting Attorney, Civil Division
Benton County Prosecuting Attorney's office
7122 W. Okanogan Pl.
Suite A230
Kennewick, WA 99336
Tel: (509) 735-3591, ext. 3335
Fax: (509) 222-3705

This e-mail and any attachments may contain confidential attorney-client privileged communications and/or information protected by the work product doctrine. If you believe you received this e-mail by mistake, immediately contact the sender and delete this e-mail, as well as any attachments, because it is illegal to intentionally intercept wire, oral, or electronic communications.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	30 January 2024
Subject:	Targeted Urban Areas – Amending the North Richland TUA
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

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

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

Summary

This action will expand the current "Horn Rapids Triangle Targeted Urban Area" ("TUA") in North Richland that the County already recognizes, to match the TUA as the City of Richland has amended it.

Background

The County recognized the City of Richland's Horn Rapids Triangle Targeted Urban Area in an action taken on December 5, 2023 (Resolution 2023-861) as its own. This is the first TUA designated in the state of Washington. Benton County is able to offer certain tax incentives to certain qualified companies within the TUA similar to what the City can do. The first tax incentive was extended to ATI, Inc early in January 2024.

The City enlarged the Horn Rapids Triangle TUA beyond its original configuration. **Exhibit A** to the attached resolution shows the original extent of the TUA as originally adopted by the City and as originally recognized by the County, and also addition to the TUA that was added by the City later. The purpose of this action is for the County to also recognize this addition to the TUA so that the City and County versions match. The County is also going to start calling this the "North Richland Targeted Urban Area."

All other aspects of the original Resolution 203-861 remain unaltered and in force.

Fiscal Impact

None.

Recommendation

Staff recommends amending the Targeted Urban Area.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE RECOGNIZED TARGETED URBAN AREA IN NORTH RICHLAND FOR THE PURPOSES OF PROPERTY TAX EXEMPTIONS

WHEREAS, the City of Richland created Washington state's first "Targeted Urban Area" ("TUA") in 2023 under Chapter 84.25 RCW for the purposes of incentivizing new construction in support of tax base expansion and employment growth in manufacturing industries through the use of certain property tax exemptions on new construction; and,

WHEREAS, Benton County offered similar tax incentives at the county level under the same state law, and formally recognized the City's TUA on December 5, 2023 (Resolution 2023-861); and,

WHEREAS, the TUA was originally nicknamed the "Horn Rapids Triangle TUA" by both the City and the County; and,

WHEREAS, later in 2023, the City expanded the TUA to include the Northwest Advanced Clean Energy Park and other portions of the former Hanford Site immediately north of and adjacent to the original Horn Rapids Triangle TUA footprint; and,

WHEREAS, the County will also recognize this expanded, reconfigured TUA footprint so that the area that the City and County are working with match; **NOW THEREFORE**,

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

1. Benton County continues to recognize and will use at its own, the Targeted Urban Area in Richland identical to that which was expanded by the City in 2023 and as shown in the attached **Exhibit A**.
2. Benton County shall henceforth reference this TUA as the "North Richland Targeted Urban Area".
3. All other statements, commitments, and actions made by Resolution 2023-861 shall remain unaltered and in force.

Dated this 30th day of January 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
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

TARGETED URBAN AREAS

AREAS DESIGNATED FOR PROPERTY TAX EXEMPTION UNDER CHAPTER 84.25 RCW

OCTOBER 3, 2023



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	01/30/2024
Subject:	2023 Personal Property Uncollectible
Presenter:	
Prepared By:	Kaylee Espinosa
Reviewed By:	Kenneth Spencer

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

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Pursuant to RCW 84.56.240, the County Treasurer is required to file a list of uncollectible personal property taxes by February 1st of each year with the County Legislative Authority. The attached Affidavit and Exhibit "A" details all the personal property taxes that were deemed uncollectible by the Treasurer for 2023.

Fiscal Impact

Amount: **$1,298.67**

Fund: **N/A**

Recommendation

It is recommended that the board pass the resolution pertaining to the personal property taxes the Treasurer has deemed uncollectible.

Suggested Motion

Not applicable, Consent agenda form

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELLING TAXES ASSESSED UPON PERSONAL PROPERTY WITHIN BENTON COUNTY, WHICH THE BENTON COUNTY TREASURER HAS DETERMINED TO BE UNCOLLECTIBLE.

WHEREAS, taxes have been duly assessed upon the personal property listed on the schedule of property attached hereto as Exhibit "A", and duly extended on the tax rolls of Benton County; and,

WHEREAS, the Benton County Treasurer has made diligent search inquiries for goods and chattels upon which to collect such taxes; and

WHEREAS, the Benton County Treasurer has filed an affidavit (Exhibit "B") with the Board of Benton County Commissioners, asserting that no such goods and chattels could be found, and that said taxes are therefore uncollectible; **NOW THEREFORE,**

BE IT RESOLVED, that the taxes assessed upon the personal property as enumerated on Exhibit "A", attached hereto, are determined to be uncollectible and pursuant to the provisions of RCW 84.56.240, such taxes are hereby canceled from the tax rolls of Benton County.

Dated this _____day of _____, 2024

_____
Chairman of the Board

_____
Commissioner Pro Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

CC: Treasurer, Assessor, Auditor

Prepared by: Kaylee Espinosa

Exhibit "B"

KENNETH SPENCER
Benton County Treasurer
PO Box 630, Prosser, WA 99350
Prosser 509-786-2255 Fax 786-5628
509-736-3087
Kennewick 509-735-8505 Fax 736-2705
www.bentoncountytax.com

January 4, 2024

Board of Benton County Commissioners
PO Box 190
Prosser, WA 99350

RE: Cancellation of Uncollectible Personal Property Taxes. RCW 84.56.240

Dear Members of the Board:

Pursuant to RCW 84.56.240, the County Treasurer shall file with the County legislative authority, a list of uncollectible personal property taxes. The County Treasurer shall also file an Affidavit stating the Treasurer has made a diligent search and inquiry for goods and chattels wherewith to make such taxes and was unable to collect the same.

AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAX

I, Kenneth Spencer, Benton County Treasurer, swear under penalty of perjury under the laws of the State of Washington that every effort has been made to diligently search, and inquire for goods and chattels upon which to collect such taxes, with respect to those amounts listed on the attached Exhibit A. Taxes due for the years proceeding 2023, were not previously subject to final collection efforts via distraint procedures and have not been included as uncollectible. Now therefore, I request the taxes be cancelled as uncollectible personal property taxes.

Sincerely,

Kenneth Spencer
Benton County Treasurer
KS:ke
Attachments: Uncollectible Personal Property Listing, 1 page.

Subscribed and sworn to before me this 18th day of January, 2024.

VERONICA BIVINS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 12-29-25 169735

Veronica Bivins
Notary Public
Appointment Expires: 12/29/25

Exhibit A

BENTON COUNTY TREASURER'S 2023 PERSONAL PROPERTY UNCOLLECTIBLE

PARCEL NAME	PARCEL NUMBER	TAX YR	TCA	REASON	AMOUNT
JOEY COX	40MR06000000000	2020	R1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$197.43
LEVITT C GROVER	40MG80500000000	2022	1331	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$29.37
ROBERT ZUFELT	40MZ03900000000	2020	B1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$98.00
ANGELICA CORNEJO CORTES	40MH12520000000	2021	B1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$54.23
ANGELICA CORNEJO CORTES	40MH12520000000	2022	B1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$42.07
SIMON HERNANDEZ & ROSA LOPEZ	40MN30500000000	2022	P1	MOBILE HOME DESTROYED/WHEREABOUTS UNKNOWN/UNABLE TO COLLECT	$46.44
HARRIS CORP-MISSION SUPPORT	30PH42700100000	2022	R1	BUSINESS CLOSED/UNABLE TO COLLECT	$5.46
KANINE KREATIONS/HAIR OFF THE DOG LLC	30PK32700000000	2022	R1	BUSINESS CLOSED/UNABLE TO COLLECT	$12.15
CELLS MICRO FARMS LLC	30PC13290000000	2022	1226	BUSINESS CLOSED/UNABLE TO COLLECT	$97.36
CELLS MICRO FARMS LLC	30PC13290000000	2023	1226	BUSINESS CLOSED/UNABLE TO COLLECT	$75.95
POWER ALLEY PERFORMANCE LLC	30PP62000000000	2022	R1	BUSINESS CLOSED/UNABLE TO COLLECT	$20.35
SIMPLICITY KENNEWICK LLC	30PP64300000000	2022	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$100.33
SIMPLICITY KENNEWICK LLC	30PP64300000000	2023	K1	BUSINESS CLOSED/UNABLE TO COLLECT	$19.37
SHOPKO STORES OPERATING CO LLC	30PS10940000000	2020	P1	BUSINESS CLOSED/UNABLE TO COLLECT	$500.16
				GRAND TOTAL	**$1,298.67**

RE: 2023 Personal Property Uncollectible

Reply | Reply All | Forward | ...

Wed 1/17/2024 4:35 PM

Kaylee Espinosa
To LeeAnn Holt
Cc Alexis Cole; Veronica Bivins

Perfect, I will add the corrections in. Thank you so much!

Kaylee Espinosa
Tax Collection Specialist
Benton County Treasurer's Office
7122 W Okanogan Pl #E110
Kennewick, WA 99336
509.737.3520, Ext. 5581
www.bentoncountytax.com

From: LeeAnn Holt <leeann.holt@co.benton.wa.us>
Sent: Wednesday, January 17, 2024 3:50 PM
To: Kaylee Espinosa <Kaylee.Espinosa@co.benton.wa.us>
Cc: Alexis Cole <Alexis.Cole@co.benton.wa.us>; Veronica Bivins <Veronica.Bivins@co.benton.wa.us>
Subject: RE: 2023 Personal Property Uncollectible

Kaylee,

Thank you for the call this afternoon. I reviewed the document and have only two minor revisions proposed. I think it is worthwhile to incorporate the Exhibit A into Ken's declaration by reference and clarify that the older debts in question did not become subject to distraint/uncollectable until 2023. Please let me know if you would like to discuss the same.

Sincerely,

LeeAnn Holt

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Kaylee Espinosa <Kaylee.Espinosa@co.benton.wa.us>
Sent: Friday, January 12, 2024 2:05 PM
To: LeeAnn Holt <leeann.holt@co.benton.wa.us>
Cc: Alexis Cole <Alexis.Cole@co.benton.wa.us>; Veronica Bivins <Veronica.Bivins@co.benton.wa.us>
Subject: 2023 Personal Property Uncollectible

Hello,

I have prepared the uncollectible listing for 2023 distraint that will be submitted to the Commissioner's office, for the meeting on 1/30/2024. If you could please review the attached items, and let me know if there are any errors.

Thank you,

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 30, 2024
Subject:	2024 Benton County Legislative Agenda
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	Commissioners & Administration Staff

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

Type of Agenda Item:

- ☐ Consent Agenda
- ☐ Public Hearing
- ☒ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contracts

Summary & Background

In recent years, Benton County has taken to adopting an official "Legislative Agenda", which is a specific shortlist of goals and priorities that we hope to see advanced during a given year's legislative session. This can include requests for state funding, policy and law changes, addition or modification of programs, and so-called "fixes" to existing laws. We use this Legislative Agenda to share our priorities with legislators, partner agencies, our lobbyists, and the public. Staff and elected officials have developed the 2024 Legislative Agenda over the past several months, and draft versions of it have already been shared with District 8, 15, and 16 legislators, as well as our County lobbyist, Gordon Thomas Honeywell Governmental Affairs. Staff will briefly present the 2024 Legislative Agenda as drafted, then seek commissioner adoption by resolution.

Fiscal Impact

None.

Recommendation

Staff recommends adoption of the Legislative Agenda as an official statement of the County's legislative priorities.

Motion

"I move for adoption of the 2024 Benton County Legislative Agenda."

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING A "LEGISLATIVE AGENDA" FOR THE 2024 WASHINGTON STATE LEGISLATIVE SESSION

WHEREAS, Benton County develops a "legislative agenda" each year to define and communicate priorities for funding support, program development, policy changes, and other items of pertinence to the Washington State Legislature's annual session, which begins in January of each year; and,

WHEREAS, the Board of Commissioners and the Administration staff have worked with other County officials, local legislators, agency staff, community partners, the County's lobbyist, and the public to develop a legislative agenda for the 2024 legislative session; **NOW THEREFORE**,

BE IT RESOLVED, by the Benton County Board of Commissioners that the *Benton County 2024 State Legislative Agenda* -- attached hereto as **Exhibit A** -- is hereby adopted.

Dated this 30th day of January, 2024.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

cc: all Benton County elected officials
all District 8, 15, & 16 state legislators
Washington State Association of Counties, Gordon Thomas Honeywell Governmental Affairs

Prepared by: A.J. Fyall

BENTON COUNTY
2024 STATE LEGISLATIVE AGENDA

FUNDING REQUESTS

- ***Columbia Valley Center for Recovery:*** Benton County continues its years long work to establish what will be southeastern Washington's primary substance abuse and mental health recovery center in Kennewick. The County requests continued State support in getting this project to and over the finish line.
- ***Microwave Radio System Replacement:*** This aging emergency management communications system is operated by Benton County Emergency Services under the auspices of the City of Richland. Benton County supports the community's request for State funding, leveraged by other funds already in-hand, for full replacement of this critical emergency response infrastructure.

ADDRESSING HARASSMENT OF ELECTIONS OFFICIALS

Threats to the safety of election workers have impacted the ability of local election offices to retain and recruit. In 2022, the legislature made cyber harassment of election officials a Class C felony. However, this legislation failed to equally penalize other means of threat officials are facing, such as written and mailed threats, and in-person stalking and harassment, which remain misdemeanors. The Washington State Association of County Auditors (WSACA) are joined by all WACO members in seeking legislation to create parity in penalties for all forms of harassment of election officials.

SIMPLIFYING VOTER CHANGE OF ADDRESS

Washington has a fully connected statewide voter registration system. However, an outdated state law regarding how voter records can be updated is a barrier to it operating the registration system as intended. Minor changes in state law would streamline the process of updating voter registration records, making our voter rolls more accurate and voter participation easier at a cost savings to counties.

- Allow voters to be transferred between counties using National Change of Address (NCOA) data maintained by the U.S. Post Office and/or Election Registration Information Center (ERIC) data governed by the association of state election officials.
- Allow voters to transfer their records between counties via phone call or email, instead of requiring submission of a new voter registration form.

CLEAN NUCLEAR ENERGY MANUFACTURING

Similar to the goals of TUAs, and as the state's bell cow nuclear power community, Benton County supports **HB 1981** relating to incentivizing clean nuclear energy manufacturing through preferential business and occupation tax rates which will further the Legislature's goal of advancing Washington state as a national and worldwide leader in clean energy technology.

STATE WATER BANKING PROGRAM

In 2021, the Legislature provided $14 million in funding to buy water for development of water banks in rural *headwater* counties. In 2023, the Legislature reappropriated unspent funds, and now up to $11.3 million is available for eligible water banking projects. This funding will help public entities and their partners preserve water rights in their basin for local use and to protect instream flows. Benton County is requesting the expansion of the Water Banking Program to include Benton County and other downstream, non-headwater counties which would allow the counties to participate in the Program and to further assist in preserving water rights in the State.

ENERGY FACILITY SITING & PROTECTION OF LAND USE AND WATER SUPPLY

The State's process for permitting large energy production projects has taken a high profile in the public discourse throughout Eastern Washington and in Benton County in particular. Maintaining adequate water supply and ensuring the continuity of the agricultural industry are essential to the economic and cultural vitality of the Yakima Basin and Tri-Cities areas. Our region continues to attract interest for large energy projects. As these projects are considered, the County asks that the Legislature provide adequate protections to ensure that potential projects do not impede public safety, quality of life, and existing land and water uses. Specifically, the County supports two bills and a study addressing the siting of new energy production projects:

- ***Requirement for Aerial Firefighting Considerations:*** Benton County also supports **HB 2117** that would require the Energy Facility Site Evaluation Council ("EFSEC") and other authorities to address aerial firefighting aspects and impacts as part of energy facilities permitting processes for communities at risk of wildfires.
- ***Requirement for Secured Water Rights before Project Approval:*** Currently, renewable energy projects may be approved by EFSEC without needed water rights having been secured. Benton County supports **HB 2042**, amending RCW 80.50.060 to require evidence of adequate water rights to support a project *before* it is approved.
- ***Cumulative Agricultural Impacts Study:*** Benton County supports adding $500,000 to the Operating budget to assess the cumulative impacts on existing agriculture lands from proposed and completed renewable energy projects sited by authority of EFSEC.

TARGETED URBAN AREAS

Benton County, specifically in the city of Richland, is the first area in the state where the new Targeted Urban Area ("TUA") tax abatement recruitment tool is being utilized. TUAs are made possible by RCW 84.25. The first applications of TUAs are revealing the needs for some minor legislative fixes.

FINANCIAL EDUCATION PREREQUISITES

Benton County supports **HB 1915** (SB 5819) which would make basic financial education a required component of public education with tiered instruction curricula for elementary, middle, and high school.

DESIGNATING A STATE CACTUS

Supporting **SB 5698** that would designate the **Columbia Basin Hedgehog** cactus *(Pediocactus nigrispinus)* as the official cactus of the state of Washington. The action further recognizes Eastern Washington flora, and draws attention the little known fact that we actually have multiple species of cactus in Washington state.

SUPPORT OF PARTNER PRIORITIES

Benton County supports the legislative priorities of the Yakima Basin Integrated Plan ("YBIP"), Salmon Recovery Funding Board ("SRF Board"), the Washington Invasive Species Council ("WISC"), the Washington State Association of Counties ("WSAC"), and the Washington Association of County Officials (WACO). More specifically for 2024, Benton County supports:

- *Consistency in Standards for Voters' Pamphlets* – Create consistent standards and practices statewide.
- *Reinstating Overpayment Refund Threshold* – Address unintentional elimination of $10 minimum threshold for refunding payments made to court within the 2022 Uniform Unclaimed Property Act.
- *Publication of Notice of Dependency* – Transfer the responsibility of publication to the State to align with its responsibility for notifying parents of pending parental rights court actions.
- *Supplemental Funding to WDNR for European Green Crab Management* – EGC is a highly destructive species that has found its way into Washington waters that needs serious attention.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	30 January 2024
Subject:	Benton-Franklin Council of Governments Semi-Annual ARPA Report to the Board
Presenter:	Zach Ratkai
Prepared By:	AJF
Reviewed By:	AJF

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

Type of Agenda Item:

- ☐ Consent Agenda
- ☐ Public Hearing
- ☒ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☒ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☐ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contracts

Summary & Background

Zach Ratkai, Local Government Programs Director for the Benton-Franklin Council of Governments, possibly joined by BFCOG Executive Director Michelle Holt, will give an update on economic resiliency activities related to their American Rescue Plan Act contracts with Benton and Franklin counties. A written report and a draft of the slide show are attached.

Fiscal Impact

None.

Recommendation

None. No action.

# # #

Benton-Franklin Council of Governments (BFCOG)

ARPA Economic Resiliency Program Semi-Annual Partners Report May 2023 – December 2023

Submitted by: Zach Ratkai, Local Government Programs Director &
Michelle Holt, Executive Director

Project Background:

Beginning in May 2023, the Benton-Franklin Council of Governments (BFCOG) entered into an agreement, bound through Joint Resolution No. 2023-323 of the Benton & Franklin County Commissioners, to provide monies received through the American Rescue Plan Act (ARPA) to support continued economic recovery coordination within Benton and Franklin Counties. This agreement, formally known as the **Memorandum of Agreement for Support of Economic Recovery Coordination** (MOA), specifically provides BFCOG with funding to staff and support the continuation of BFCOG's Economic Recovery Coordination (ERC) services through the end of 2025. In accordance with ARPA requirements, this MOA specifies activities aligned with measures and goals for economic recovery and long-term economic resiliency in the greater Tri-Cities region.

The primary responsibilities for Economic Recovery Coordination, as outlined in the MOA, include:

- Research and identification of recovery and development projects for member organizations.
- Provision of technical assistance to member organizations, businesses, and other stakeholders.
- Identification of grant-eligible projects for local impacted communities.
- Facilitation of disaster-generated economic development projects that align with EDA plans and funding opportunities.

As required in the MOA, the BFCOG must provide semi-annual updates to each County in June and December. Because the agreement was signed in May 2023, a single December report is provided for 2023. Semi-annual reporting will begin in 2024.

TECHNICAL ASSISTANCE TO STAKEHOLDERS

Technical Support/Staff Capacity:

Outreach and engagement play an essential role in BFCOG's technical assistance. Outreach can include direct involvement and relationship building to understand better the region's needs and offer more targeted efforts.

Specifically applicable Regional meeting participation included:

- Franklin County HAPO Center Advisory Board Meetings

- Benton County .09 Sales Tax Working Group.
- Prosser Capital Project Community Meetings
- 1:1 Meetings with City and County Staff
- City Manager/County Administrator Meetings to discuss Mid-Columbia Building Appeals Commission
- TRIDEC Case Management
- TRIDEC Regional Economic Development Partners

Funding Technical Support:

- BFCOG serves as the agency of record for federal Notices of Funding Opportunities (NOFOs) for Senators Murray and Cantwell's offices.
    - Approximately ten applicable NOFOs shared with regional agencies.
- Funding application Letters of Support written for partner agencies Congressional Direct Spending (CDS) applications:
    - City of Pasco – $12 million CDS request for the Process Water Reuse Facility and Industrial Wastewater to Renewable Natural Gas Project
    - City of Kennewick – $1.98 million CDS request for the Columbia Center Boulevard Widening Project (on the FY 2023 CDS list, unsecured); $3 million CDS request for the Island View Non-Motorized Pathway Project; and $249,000 CDS request for a Downtown Rail Crossing Study.
    - City of Richland –$3.5 million CDS request for electric utility extension to the North Horn Rapids Industrial Park (on the FY 2024 CDS proposed list)
    - City of Prosser –$9.1 million CDS request through USDA for Wastewater Treatment Facility improvements
    - Port of Pasco –$4 million CDS request for the Air Traffic Control Tower Project. (on the FY 2024 CDS proposed list)

Small Cities Assistance:

Throughout the year, BFCOG assists the region's small cities through conversations, education, technical assistance, and capacity support where needed. Annually, special Small Cities Meetings provide a forum and information on issues of mutual concern. 2023 topics included:

- Brownfields & Broadband Programs Education
- EDA Funding Programs

Facilitated Federal Staff Meetings:

BFCOG facilitates regular meetings for member jurisdictions and the staff of Senators Cantwell and Murray and Congressman Newhouse. These meetings offer a forum for jurisdiction staff to discuss specific needs and for the federal delegation to introduce funding opportunities and assistance for public projects. Appointments are offered bi-monthly and held when jurisdictions have items for discussion.

- Seven meetings were held with the Cities of Richland, Pasco, Benton City, and Kennewick
- Meetings used for:
    - Introduction of projects potentially needing Federal funding

- Direct discussion on Congressional Direct Spending applications
- General updates on ongoing projects
- Presentation of upcoming funding opportunities.

IDENTIFICATION OF GRANT-ELIGIBLE PROJECTS

Benton-Franklin Broadband Action Teams:

- Served as the Fiscal Agent to receive combined WSU Planning Grants totaling $118,234 to prepare specific broadband plans.
- Prepared and successfully submitted a Broadband Action Plan and a Digital Equity Plan for each County.
- Facilitated Rapid Design Study (feasibility/mapping of broadband assets) requests on behalf of each County and coordinated post-report meetings.
- Continue co-facilitation of the combined Benton-Franklin Broadband Action Team with Franklin PUD.

BFCOG stepped up to facilitate Broadband Action Team activities for Benton County and support the already created Franklin County BAT in March 2023 at the request of the Washington State Broadband Office. Completing these plans helped Washington State receive $1.2B in federal BEAD funding and enables local application for future broadband infrastructure funding in 2024. Over the next 12 weeks, BFCOG participated in or facilitated over 40 meetings, work sessions, and webinars with stakeholders to execute these plans. BFCOG continues to co-facilitate the Benton-Franklin Broadband Action Team on behalf of the region, which meets monthly. This program is essential to economic resiliency and recovery as internet accessibility is vital to economic resilience and prosperity.

Brownfields Assessment & Planning Program:

2023 Activities:

- **Old Economy Inn** (City of Richland) – Phase II Environmental Survey Assessment (ESA) completed 5/23, enabling building purchase and demolition.
- **Richland Central Business District Parking Study and Planning Strategies Report for Brownfield Revitalization** (City of Richland) – Update is in progress.
- **Kennewick General Hospital** (Benton County) – Phase II ESA finalized 7/23. Site-specific reuse planning kicked off on 8/23 and is in progress.
- **10 East Bruneau** (Benton County) – Phase I ESA, Regulated Building Materials (RBM) survey completed 8/23.
- **Fairgrounds Quarry** (Benton County) – Phase I ESA, RBM survey completed 7/23.
- SunDowns Arena (Benton County) – Phase I ESA, RBM, completed 7/26. Site-specific re-use planning is pending.
- **Thunderbird Motel Reuse Plan & Brownfields Inventory/Downtown Area-Wide Plan** (City of Pasco) – Kicked off 3/23. In progress.
- **Downtown Area-Wide Plan for Brownfields Revitalization and Mobility** (City of Kennewick) – Scope of work approved 6/23. Pending launch.

These projects are funded under a $600,000, 3-year EPA Brownfields Assessment Coalition Grant as part of BFCOG's Brownfields Program. The Coalition includes the Cities of Pasco, Kennewick, and Richland; however, funds are available for any suspected brownfield in Benton or Franklin Counties. This grant runs through September 2024. BFCOG intends to re-apply for a second round of this funding in October 2024. This program supports economic recovery and revitalization.

Ag Innovation Center

BFCOG is partnering with the Tri-City Regional Chamber of Commerce, TRIDEC, and the Port of Pasco in the Tri-Cities Ag Council, a regional effort under the Tri-Cities Strategic Alliance. In keeping with the goal to elevate the region as a global epicenter of agricultural advancement, BFCOG contributed to the efforts of two significant initiatives:

- **EDA Tech Hubs**: In June, the EDA introduced two programs around forming Tech Hubs throughout the United States. BFCOG coordinated with the Ag Council to vet a potential application for designation as an official Tech Hub or a planning grant. It was determined that an application would not be feasible at this time.
- **Washington State Department of Commerce ICap Grant:** BFCOG worked collaboratively with the Ag Council membership in November to execute a quick-turn application over Thanksgiving seeking $300,000 to formalize staffing and planning for the proposed Ag Innovation Center and to supplement funding for a feasibility study. This grant was unsuccessful but provided important information for moving this project forward.

Commerce Federal Funding Assistance Grant Application

As a means of providing additional technical assistance, BFCOG has applied, seeking $85,000 to match $45,000 in Public Works Economic Development Act funds to hire a temporary grant writer/administrative position to demonstrate the value of having a regional grant writer available through BFCOG to our member jurisdictions to support federal (and state) funding applications.

ONGOING ACTIVITIES SUPPORTING ECONOMIC RESILIENCE & RECOVERY

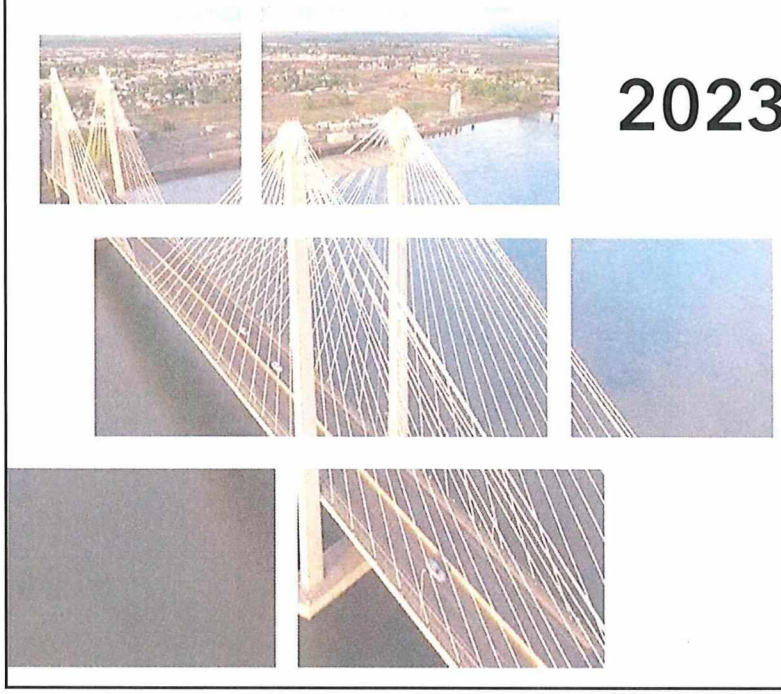
Local Government Programs:

Funding through this program provides staffing for local government programs and economic development capacity within the mission and role of the COG. While some aspects of the work are subject to the availability of applicable programs for agencies and funding opportunities through federal and state agencies, a handful of successful and continual programs provided benefits to each county agency and jurisdictions and partners in the region.

Economic Development District (EDD):

BFCOG, as the EDD, has been active in identifying applicable and specific funding opportunities for member communities in Benton and Franklin Counties. Specific requests from Benton and Franklin Counties focused on seeking potential funding opportunities for projects such as the Benton Fairgrounds and the HAPO Center.

Alignment with the region's Comprehensive Economic Development Strategy (CEDS) is a required conduit for accessing Economic Development Administration (EDA) funding programs. The 2021-2025 CEDS was updated in 2023 in accordance with EDA requirements. BFCOG staff and the CEDS Advisory Committee significantly updated the evaluation section, which guides the assessment of the annual and total lifecycle impacts and accomplishments of the CEDS. An evaluation report will be issued for the first time in January 2024. Additionally, the CEDS Project section was updated based on the specific goals of each member community.



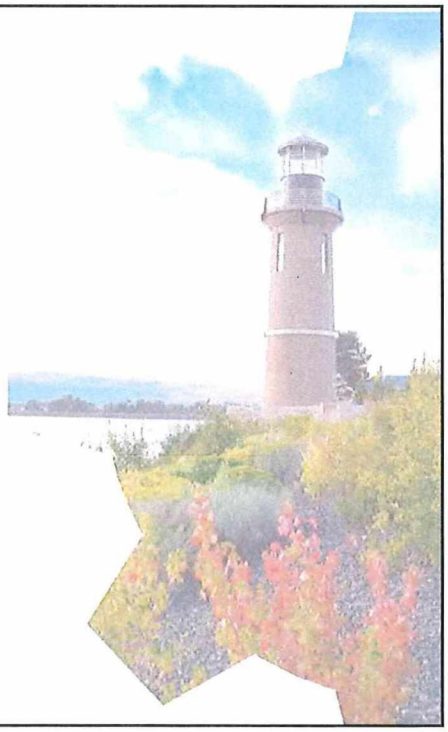
2023 ARPA Recap

May – December 2023

1

Agenda

- Background
- Technical Assistance Highlights
- Grant Eligible Projects Update
- Ongoing Activities

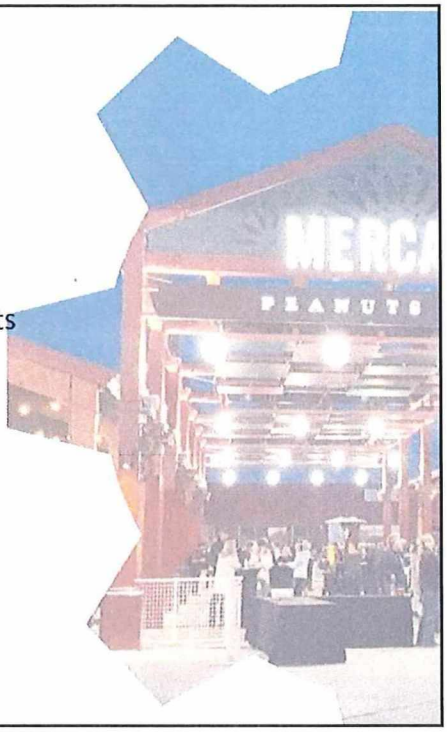


BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

2

Background

- 2023-2025 (Ratified in May 2023)
- Economic Recovery Coordination
  - Research and ID of recovery & development projects
  - Technical Assistance
  - ID of Grant-eligible Projects
  - Facilitation of Projects

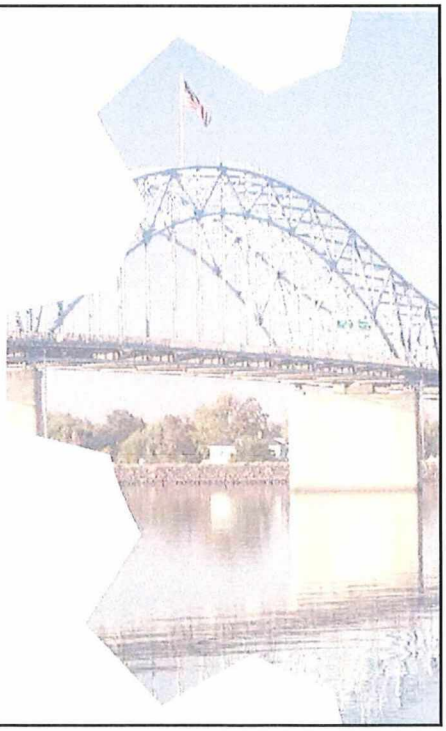


BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

3

Technical Assistance

- Meetings
  - HAPO Center
  - .09 Sales Tax Working Groups
  - 1:1 Staff Meetings
  - CM/CA Meetings
  - TRIDEC
    - Case Management
    - Economic Development Partners

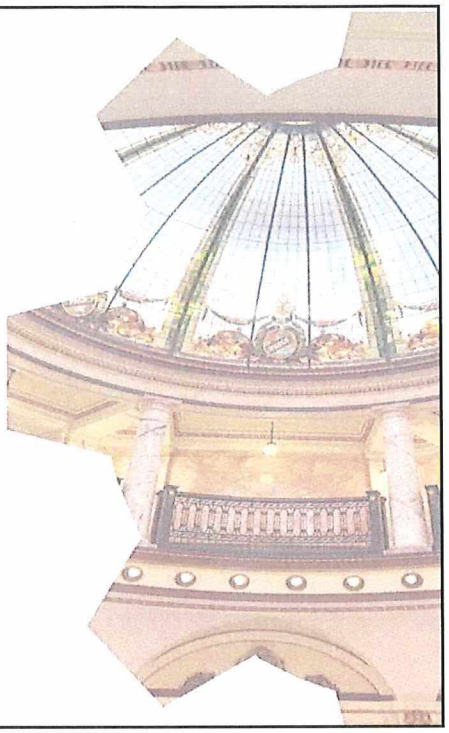


BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

4

Technical Assistance

- Funding
  - Notice of Funding Opportunities (NOFOs)
  - Letters of Support
    - City of Pasco
    - City of Kennewick
    - City of Richland
    - City of Prosser
    - Port of Pasco

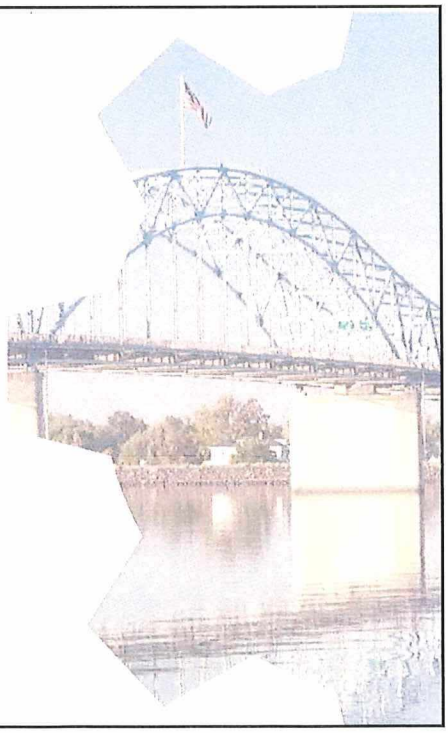


BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

5

Technical Assistance

- Small Cities
  - Technical Assistance
  - Meetings and Forums
    - Summit on Broadband/Brownfields
    - EDA Funding Programs
- Federal/Congressional Facilitation
  - Facilitate Discussion with Federal Staff
    - Into of Projects
    - Funding Requests
    - Two-Way discussion
    - Updates

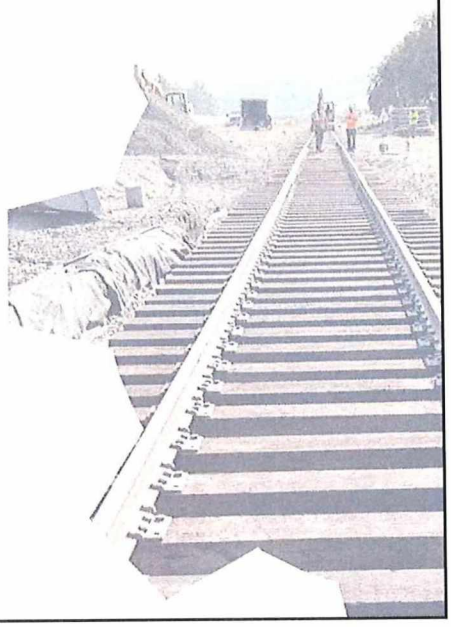


BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

6

Grant-Eligible Projects

- Broadband Action Team
- Brownfields Assessment & Planning
- Tri-Cities Ag Council
- WA Commerce SFFI Grant

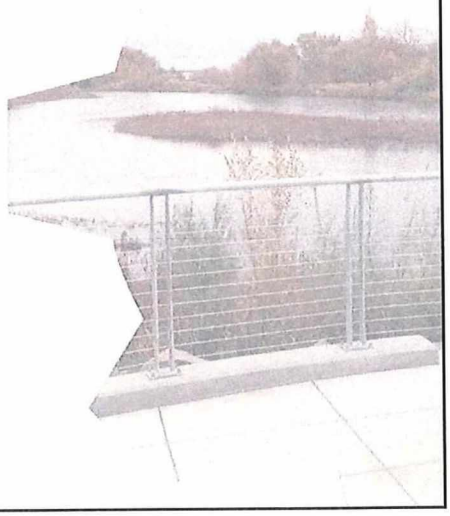


BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

7

Ongoing Activities

- Local Government Programs
- Economic Development District



BENTON-FRANKLIN COUNCIL OF GOVERNMENTS

8

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/30/2024
Subject:	Boat Safety Award
Presenter:	Mathew Clarke, Commander
Prepared By:	Katie Gillies, CFO
Reviewed By:	Jeffrey Aultman, DPA

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

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

Summary / Background Information

The Benton County Sheriff's Office (BCSO) submitted the grant application for the Washington State Parks & Recreation Commission (WSPRC) 2024 Federal Financial Assistance Grant Program for the Recreational Boating Safety Program. The BCSO received a Letter of Award for FY2024 stating the WSPRC is awarding the BCSO the Recreational Boating Safety Federal Financial Assistance Grant in the amount of $11,825.57.

This is the first year that WSPRC issued a formal contract between the Federal Financial Assistance Grant (at the Federal level) and Benton County Sheriff's Office as a Subrecipient. A different Intergovernmental Agreement will be issued to outline the relationship between the State Parks and BCSO for this same grant.

WSPRC is requiring Benton County to sign the attached Subrecipient Grant agreement first. They will return a fully executed copy to us for our records.

Fiscal Impact

Grant Amount: $11,825.57

Required Match: WSPRC requires a $2,956.39 match requirement during year 2024 from BCSO.

The grant and projected expenditures were approved during the 2023-2024 budget process; therefore, no budget adjustment consideration is needed.

Recommendation

The BCSO recommends approving the grant award in the amount of $11,825.57 to be used for marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety.

Suggested Motion

The Board of Benton County Commissioners hereby approves the Recreational Boating Safety Federal Financial Assistance Grant Award from the Washington State Parks and Recreation Commission in the amount of $12,400.68, for the use of marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety, and hereby authorizes the Benton County Sheriff to sign the attached Agreement No. MLE 325-170.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING GRANT FUNDING FROM WASHINGTON STATE PARKS AND RECREATION COMMISSION FOR THE 2024 FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM AND BOATING SAFETY PROGRAM AND AUTHORIZE THE BENTON COUNTY SHERIFF TO SIGN AGREEMENT NO. MLE 325-170

WHEREAS, the Benton County Sheriff's Office (BCSO) submitted the grant application for the Washington State Parks & Recreation Commission Federal Financial Assistance Grant Program for the Recreational Boating Safety Program; and

WHEREAS, the BCSO received a Letter of Award stating the Washington State Parks and Recreation Commission is awarding the BCSO the Recreational Boating Safety Federal Financial Assistance Grant in the amount of $11,825.57; and

WHEREAS, the grant funds are to be used for marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety; and

WHEREAS, the projected expenditures for 2024 Benton County Marine Program exceeds the match requirement of $2,956.39; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the Recreational Boating Safety Federal Financial Assistance Grant Award from the Washington State Parks and Recreation Commission in the amount of $11,825.57 for the use of marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff to sign the attached Federal Financial Assistance Grant Agreement No. MLE 325-170; and

BE IT FURTHER RESOLVED, the term of the attached contract commences upon signature of both parties and terminates September 30, 2024.

Dated this _____ day of _____, 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest.....
Clerk of the Board

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCSO
cc: Auditor, S. Godinez, Procurement, WSPRC

Prepared by: K. Gillies

Diana Dupuis
Director

STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION
1111 Israel Road S.W. • P.O. Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
TDD (Telecommunications Device for the Deaf): (360) 664-3133
www.parks.state.wa.us

November 30, 2023

Sheriff Thomas Croskrey
Benton County Sheriff's Office
7122 W. Okanogan Place, Bldg B
Kennewick, WA 99336-2359

Re: Recreational Boating Safety Federal Financial Assistance Grant Letter of Award

Dear Sheriff Croskrey:

The Washington State Parks and Recreation Commission has reviewed and accepted your application for a Recreational Boating Safety (RBS) Federal Financial Assistance Grant and is awarding $11,825.57 to your agency. You will be required to expend local funds in the amount of $2,956.39 during Federal Fiscal Year 2024 to satisfy the match requirement of this grant. The grant will be conformed upon receipt of a signed contract through September 30, 2024.

The Federal Financial Assistance Grant contract will be sent out soon to your agency for signature. If you have questions regarding contract terms or expenditures, please contact Bryan Alexander at (360) 902-8835 / bryan.alexander@parks.wa.gov.

Bryan Alexander
Marine Law Enforcement Coordinator
Boating Program
Washington State Parks and Recreation Commission
1111 Israel Road SW
PO Box 42650
Olympia, WA 98504-2650

WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT

Agreement No. MLE 325-170

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (State Parks) acting by and through its Marine Law Enforcement Program ("MLE or "Recipient") and **Benton County Sheriff's Office** ("Subrecipient"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), State Parks has determined this to be a "Subrecipient" relationship under 2 CFR 200.330. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient's Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the "Project."

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term**: See *Section 5.1 – Term*
- **Project Completion**: See *Section 5.2 – Project Completion*
- **Subrecipient's Authorized Representative***: See Section 6.2 – Subrecipient's Authorized Representative.*
- **Project completion date**: See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled].*
- **Grant Funds:** See *Section 9.2 – Grant Funds.*
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards *(2 CFR §200.331(A) (1))*:** See *Exhibit B*
- **Subrecipient's Completed FFA Grant Application:** See *Attachment A.*

SECTION 4: DEFINITIONS

4.1 Attachment: A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.

4.2 MLE: The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (WSPRC). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.

4.3 Equipment. Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.00.

4.4 Exhibit: A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.

4.5 RBS Officer: Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington state Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.

4.6 Boating Safety Inspection: A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington states Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.

4.7 Law Enforcement Vessel: A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.

4.8 Recreational Vessel: Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.

4.9 Subrecipient: A Non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).

4.10 Subrecipient Grant Agreement: Also known as a subaward. Defined in federal regulation as "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).

4.11 Small agency: An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.

4.12 Medium agency: An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.

4.13 Large agency: An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.

4.14 Boating Safety Program approval: means that the county or local jurisdiction has entered into an agreement with state parks to develop and maintain a boating safety program meeting minimum requirements established by state parks.

SECTION 5: EFFECTIVE DATE AND DURATION

5.1 Term. This Agreement is effective on the date of the last signature and terminates on **September 30, 2024**, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life.*

5.2 Project Completion. The Project shall be completed, and final billing for the Project shall be submitted to MLE on or before **October 15, 2024**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.

5.3 Closeout. (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

6.1 WSPRC MLE Program Authorized Representative is:

Bryan Alexander, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
bryan.alexander@parks.wa.gov

Backup:
Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
rob.sendak@parks.wa.gov

6.2 Subrecipient's Authorized Representative is:

Sheriff Tom Croskrey
Benton County Sheriff's Office
7122 W Okanogan Place Bldg B
Kennewick, WA 99336-2539
tcroskrey@co.benton,wa.us
(509) 735-6555

6.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's FFA Grant Application (Attachment "A").

The Subrecipient shall complete the approved project no later than **September 30, 2024,** as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.
- All requests for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed.
- Appropriate proof of completion has been provided to MLE.

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Design Preparation. The Subrecipient shall design a project that will have a reasonably likelihood of positively impacting the reduction of boating accidents, boating injuries, and boating fatalities. Such design shall include applicable items on the Checklist for Plans and Specifications as provided in the Subrecipient's MLE Grant Application (Attachment "A").

7.1.3 Purchase. The Subrecipient shall make no purchases in excess of $2,500.00 without prior written authorization by MLE. All purchases must be in the furtherance of recreational boating safety and must adhere to the guidelines set out in the in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants manual. (Attachment "B").

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by MLE, where the Subrecipient:
   1. has financial profit as a goal,
   2. charges any fees or receives any benefit to provide services, supplies or goods, or
   3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.

b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

7.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act."*

7.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel, a sign identifying State Parks, any Federal Agencies and specific federal grant program's participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment."*

7.1.8 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Payments. Subrecipient agrees to:

a. Make payment promptly as due to all contractors, subcontractors, vendors, or any other persons supplying labor or materials for the Project.
b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

7.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.1 Indemnification by Subrecipient's Contractors. For purposes of this Section *7.1.11 – Indemnification by Subrecipient's Contractors* the term "contractor" means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

7.2 Responsibility of Marine Law Enforcement Program (MLE):

7.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

8.1.1 Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission.

8.1.2 RBS salaries to include time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state and who have completed an RBS course acceptable to State Parks (BMLE or equal).

8.1.3 Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state, and who have not completed a BMLE course is acceptable **ONLY** when working with an RBS trained officer **AND** when the agency has a written "two-officer policy for officers on marine patrol for the purpose of officer safety.

8.1.4 Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Cost may include classroom supplies, light refreshments, other goods, and services necessary to promote and teach classes, and officer salaries, benefits, and wages. Officer salaries will only be reimbursed for those officers who have successfully completed State Parks *Adventures in Boating Instructor* Training Class and are listed on our files.

8.1.5 RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "C")

8.1.6 RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "C"). Any equipment expenditures over two thousand two hundred and fifty dollars ($2,250.00) must receive authorization from state parks prior to purchase.

8.1.7 Educational publications which promote RBS education that are already prepared or the creation, design, and printing of publications.

8.1.8 Promotion of Adventures in Boating classes, including presentation materials, light refreshments, and room rental for classes.

8.1.9 Other items as deemed by MLE to be necessary to complete the project.

8.1.10 Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors.

8.2 Non-Allowable Costs and Expenditures.

8.2.1 Bullet proof vests are beneficial; however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.

8.2.2 Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.

8.2.3 Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search, or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.

8.2.4 Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated by the boating program is not an allowable expense.

8.2.5 Firefighting equipment is not an allowable expense.

8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.

8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)

8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.

8.2.9 Other items as deemed by MLE to be necessary to complete the project.

8.3 Conditions Precedent to Any Reimbursement. MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE.

b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash or in-kind contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the "Document #" column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award.
- Have Subrecipient's business name clearly identified.
- Clearly identify the cost and the amount paid & show zero-balance due.

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as "ineligible costs".

c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarterly basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **$11,825.57.**

d. MLE will reimburse Subrecipient up to an additional $5,000.00 who supply a recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of $500.00 per day will be awarded. The additional award is available for use commencing on **June 1, 2024**.

e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient's Subrecipient Grant Application that was accepted by MLE. The Subrecipient's budget is attached to this agreement (Attachment "B"). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.

f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has been received, reviewed, and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and
b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and
c. Inspection and approval of the Project by MLE Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **Eleven Thousand, Eight Hundred Twenty-Five and 57/100ths Dollars ($11,825.57)** to the Subrecipient to fund the Project.

9.3 Match. The Subrecipient shall contribute at least twenty-five percent (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or in-kind services provided such services are reasonable and necessary for grant purposes. Vessel Registration Fees cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to MLE. Further instruction on adequate valuation of match expenses can be provided by contacting the Marine Law Enforcement Coordinator or the Program Manager.

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **Two Thousand, Nine Hundred Fifty-Six and 39/100ths Dollars ($2,956.39)** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match**; however, in-kind match as reported in the VRF Expenditure Report can.

9.3.2 Matching Non-cash Resources. Non-cash resources, in-kind; match is allowable under the FFA grant. Any expenditure the subrecipient incurs in support of their recreational boating safety program can be used as non-cash match.

9.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and

submitted for reimbursement during the quarter which the costs are incurred. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

9.5 Payments. After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions to Disbursement*.

Subrecipient may request reimbursements no less than on a quarterly basis and during the quarter for which the expenditures have been incurred for project expenses. Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by MLE), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number, and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

9.6 Cost Overruns. Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

9.7 Overpayment. In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of **September 30, 2024**.

9.8 Offset or Reduction. The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.

9.8.1 Entertainment Costs. In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities, and alcoholic beverages are not allowable expenses.

9.8.2 Prior Costs. MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement **October 1, 2023**.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

10.1 Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.

10.2 The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement, other than those that have already been obtained.

10.3 This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.

10.4 Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and

10.5 Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

12.1 Ownership Of Equipment. Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:
   a) the removal of misused equipment from the facility; and/or
   b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then:
b. Activities under Federal awards from other Federal awarding agencies; then
c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

12.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

12.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

12.5.1 Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State, and local laws, orders, regulations and permits.

12.5.2 Operation shall include having trained personnel available to facilitate operation of the equipment and a schedule for maintenance.

12.5.3 Law Enforcement vessels shall be operated by trained personnel with a valid State of Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.

12.5.4 Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.

12.5.5 All law enforcement vessels shall have a routine schedule for maintenance.

12.5.6 As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for the **full design life** of the equipment provided from this grant.

12.5.7 Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

12.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a State Parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE

and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.

- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars ($1,000.00) or less. For repairs greater than one thousand dollars ($1,000.00) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

A failure to notify MLE of an equipment breakdown and plan for repairs may result in the withholding of grant funds.

12.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel, or the people aboard.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction, operation, or maintenance of the Project.

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

15.1 If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third-Party Claim.

15.2 With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. MLE's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.

15.3 With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

16.1 Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

16.2 Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made.

16.3 Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

16.4 A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, State Parks, it officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

18.1 LIABILITY INSURANCE—If required in the special terms and conditions subrecipient shall obtain and keep in force during the term of this Agreement, a combined single limit bodily injury and property damage insurance policy in the minimum amount of $1,000,000.00 naming State Parks as an additional insured against any liability arising out of Subrecipient's or its agents, employees, or assigns. Subrecipient shall provide to Commission, a certificate evidencing such insurance coverage and shall provide 30 days written notice prior to any changes in the amount or cancellation of said policy.

- Subrecipient shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterments. Such insurance shall be written on an all-risk basis and, at a minimum, cover the perils insured under ISO special causes of loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.
- Any coinsurance requirement in the policy shall be waived.
- State shall be included as an insured and a loss payee under the property insurance policy.

18.2 AUTOMOBILE INSURANCE-- Subrecipient shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000.00 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. Subrecipient waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

18.3 INDUSTRIAL INSURANCE COVERAGE-- Subrecipient shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. State Parks will not be responsible for payment of industrial premiums or for any other claim or benefit for Subrecipient, or any subcontractor or employee of Subrecipient, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Subrecipient, its employees and agents performing under this contract, are not employees of Commission.

18.4 CERTIFICATE OF INSURANCE / NAMING WASHINGTON STATE AS ADDITIONAL INSURED: A current Certificate of Insurance must be submitted with the grant application form. The certificate must name State Parks as an additional insured, and the Certificate Holder and contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. Facilities must be insured by carriers licensed in or eligible to do business in Washington, and must maintain applicable Commercial General Liability, Automobile Liability, and Worker's Compensation coverage. Government entities will need to include a letter from their Chief Financial Officer stating if they are self-insured or provide a certificate of insurance as stated below."

SECTION 19: REMEDIES

19.1 In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.7 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

19.2 In the event MLE terminates this Agreement under *Section 22.1 – Termination for Convenience*, *Section 22.2 Termination for Inefficiency*, *Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 22.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.7 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in Section 9.7 of this agreement. may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

22.1 Termination for Convenience. The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.

22.2 Termination Because of Inefficiency. Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

22.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed, or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.

b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

22.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

a. The design and implementation, of the Project is not pursued with due diligence; or

b. The Project is not permissible under federal, state, or local law; or

c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or

d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or

e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.

f. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.
b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance
- Any other revisions determined material by MLE

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 21 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

29.1 Compliance with Law Generally. Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the
Agreement.

29.2 Penalty of Perjury. By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.

29.3 Tax Compliance. Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, "tax laws" includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient's property, operations, receipts, or income, or to Subrecipient's performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance with Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient's certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

29.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.

29.3.2 Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State's setoff right, without penalty; and

29.3.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient's breach of this Agreement, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The State of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the State of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the State of Washington, or official, agent, or employee of the State of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the State of Washington and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE's prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient's consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient's performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE's right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that the Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United States of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.211(b)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS
6	ATTACHMENT A - SUBRECIPIENT'S MLE GRANT APPLICATION

7	ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS
8	ATTACHMENT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

Benton County 7122 W Okanogan Place, Bldg B Kennewick, WA 99336-2539	**Washington State Parks and Recreation Commission** PO Box 42650 Olympia, WA 98504-2650
Sign:	**Sign:**
Title: Sheriff	**Title:** Chief Financial Officer
Email: Thomas.Croskrey@co.benton.wa.us	**Email:** contracts@parks.wa.gov
Date: 1/19/2024	**Date:**
Place: Kennewick, WA	**Place:** Tumwater, WA

Approve as to form:

Jeff Aultman

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends $750,000.00 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.

2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)

3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)

4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'

5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)

6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25

2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170

3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400

5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401

6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.211(b)

Federal Award Identification:

(i) Subrecipient name (which must match registered name in DUNS): Benton County Sheriff's Office

(ii) Subrecipient's UEI number: #HG29NCPLDG56

(iii) Federal Award Identification Number (FAIN): #3323FAS230153

(iv) Federal Award Date: **10/1/2023**

(v) Sub-award Period of Performance Start and End Date: From **10/1/2023 to 9/30/2024**

(vi) Total Amount of Federal Funds Obligated by this Agreement: **$11,825.57**

(vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **$11,825.57**

(ix) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant

(ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: United States Coast Guard
(b) Name of pass-through entity: Washington State Parks and Recreation Commission
(c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov

(x) CFDA Number and Name: Federal Boat Safety Act 92-75

(xi) Is Award R&D? No

(xii) Indirect cost rate for the Federal award: NA %

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000.00 that

involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

ATTACHMENT "A": SUBRECIPIENT'S FFA GRANT APPLICATION



BENTON CSO 2024
A-300 Application.pdf

Washington State Parks & Recreation Commission - Recreational Boating Program

Federal Financial Assistance Grant Program Application

Application Year: 2024

Agency Name: Bonney Lake Police Department

PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

High Priority Boating Risks and Hazards

High Priority Boating Risks & Hazards	Data / Professional Judgement	Comments
Drowning Prevetion	Drowing Prevention	Lake Tapps has a higher than average drowning/fatality per year. Since we have begun educating our youth, drowning's have dropped significantly.

High Priority Audiences

Description of Audience	Why is this Audience a Priority?	Comments
Education of the youth	Target audience 6 to 18 yrs old	Each year Bonney Lake Marine Unit participates in school Assemblies, which on its face appears to have helped reduce annual drowning's on Lake Tapps.

PREVENTION PLAN PART 1 - TASKS, TACTICS, MEDIA

Patrol Plans / Emphasis Patrols / Enforcement Policies

Activity	Time Frame	Patrol Hour Goal	Inspection Goal	Comments	Type
Patrol Activity	May - September	180.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	Each year officers strive to make 20 inspections a year.	Patrol Plan/Emphasis Patrol/Enforcement Policy
Inspections	June - September		Safety Inspection	Officers strive to complete 20 inspections ,	Safety Inspection

				per officer, per year.	

State Approved Boater Education Classes & Community Events

Activity	Date	Hours Planned	Attendance	Comments	Type
YMCA	9/8/2024	30.00		We participate each year with April pools along with Bonney Lake Days.	Community Events
Bonney Lake Days	8/18/2024	30.00		Each year the Bonney Lake Police Department participates with an educational booth at Bonney Lake Day	Community Events
EPF&R Open House	9/30/2024	20.00		East Pierce Fire and Rescue	Community Events
	5/5/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/11/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/4/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/12/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/9/2024	12.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/17/2024	6.00		We participate at multiple schools, putting	Presentation to Schools

				on numerous assemblies.	
	5/18/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/19/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/8/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/15/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/22/2024	12.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/4/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/10/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	5/16/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	8/8/2024	30.00		Each year we take part in a water safety event put on by YMCA and we use their swimming pool for officer training.	Presentation to Groups
	8/25/2024	20.00		Each year we participate in this event by putting up a	Presentation to Groups

				display booth and handing our literature discussing water safety and the dangers of Lake Tapps.	
	5/23/2024	6.00		We participate at multiple schools, putting on numerous	Presentation to Schools
	7/14/2024	10.00		Each year, we participate by handing out water safety bracelets, pamphlets and other education documentation.	Presentation to Groups

Vessel Dealer/Rental Site Visits

Dealers Targeted	Hours Spent Visiting	Comments	Type
Seattle Boat, Walmart, Fred Meyer, paddle board rental	5.00	Each year we walk through and stores and take note of what is being sold.	Dealer
"Water Rentals" (Allan Yorke Park)	7.00	Currently, there is only one rental facility "Water Rentals" on Lake Tapps.	Rental

Professional Prevention Partners

Name of Partnering Orgs	Hours Planned Coordinating	Comments
US Coast Gaurd Aux	10.00	Boater Education
East Pierce Fire	40.00	Public Education
Cascade Water Alliance	20.00	Public Education

Media Plan

Campaign	Owned Media Posts	Earned Media Posts	Events	Comments

Operation Dry Water	4.00	10.00	3.00	We work in conjuctions with Pierce County SO and Fish and Wild Life, We work all day and evening to enforce BUI Laws.
National Safe Boating Week	4.00	10.00	1.00	Social media posts, information shared with community.
Spring Aboard	4.00	10.00	1.00	Social media posts, information shared with community.
Paddle Safety Week	4.00	10.00	1.00	Social media posts, information shared with community.
Other (please describe)				

INSTRUCTOR INFORMATION

SAW ID	First Name	Last Name	Phone	Email	Development Complete?
	Robert	Hoag	253-261-5201	hoagr@ci.bonney-lake.wa.us	Yes
	Ryan	Harberts	253-863-2218	harbertsr@ci.bonney-lake.wa.us	Yes
	Ryan	Boyle	253-863-2218	boyler@cobl.us	

PREVENTION GOALS SUMMARY

Total Patrol Hour Goal: 180.00

Total Inspections Goal: 150.00

Count of State Approved Boater Education Classes Planned: 0.00

Sum of Hours for State Approved Boater Education Classes: 0.00

Sum of State Approved Boater Education Classes Planned Attendance: 0.00

Count of Community Events: 3.00

Sum of Community Events Hours: 80.00

Count of Presentations to Schools: 15.00

Sum of Presentation to Schools Hours: 102.00

Count of Presentations to Groups: 3.00

Sum of Presentations to Groups Hours: 60.00

Count of Dealer Visits Planned: 1.00

Sum of Dealer Visits Hours: 5.00

Count of Rental Sites Planned: 1.00

Sum of Rental Site Visits Hours: 7.00

Owned Media Posts: 16.00

Earned Media Posts: 40.00

Count of Partnering Organizations: 3.00

Sum of Partnering Organization Hours: 70.00

Printed On: November 20, 2023

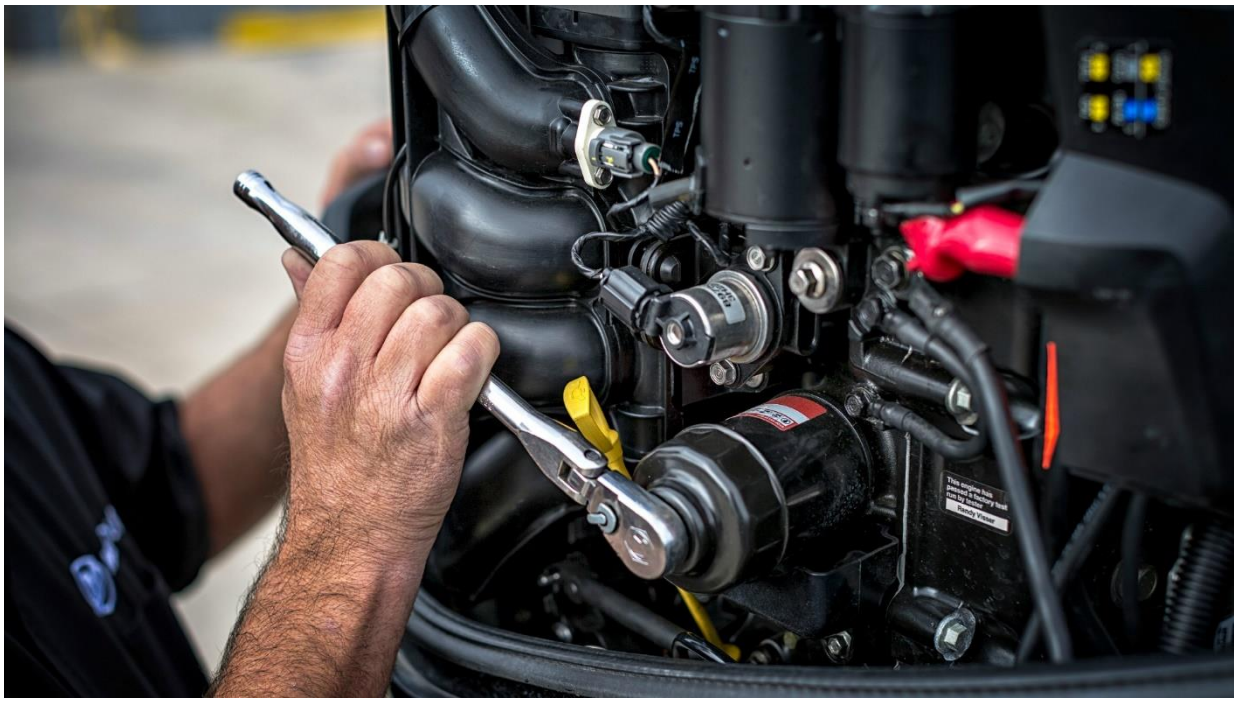
ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES & FEDERAL ASSISTANCE GRANTS



2023 Allowable Costs
& Expenditures.pdf

Allowable Costs & Expenditures For State Vessel Registration Fees & Federal Assistance Grants

Updated June 2023









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VESSEL REGISTRATION FEES & GRANT FUNDING

Any item not listed below must be reviewed and found acceptable by the Washington State Parks Boating Program (Boating Program) before it is considered a valid Recreational Boating Safety (RBS) expenditure.

UNIT COST APPROVAL

Items with a unit cost of $5,000 or more must have the prior written approval of Washington State Parks and Recreation Commission Marine Law Enforcement (MLE) Coordinator.

COST PRORATION

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

ADMINISTRATIVE COSTS

Agencies that receive Vessel Registration Fees (VRF) are not allowed to charge flat administrative costs for the administration of the VRF funds as is often done with federal grants. However, agencies may charge the salaries and benefits costs of actual hours worked by staff associated with the administration of their dedicated VRF account.

Agencies that receive federal assistance grants from the Boating Program are allowed to charge indirect (administrative) costs for those funds. If the agency has a federally negotiated indirect cost rate, they are permitted to charge that against the total salaries + benefits charged to the federal assistance grants. They must first provide a copy of their current rate agreement to Parks. If not, then they may charge a *de minimums* flat rate of 10% or elect not to charge indirect at all (2 CFR 200.414(f)).

ALLOWABLE EXPENDITURES

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8835 or Bryan.Alexander@parks.wa.gov to discuss the item before proceeding.

Allowable expenses include but are not limited to:

- **RBS SALARIES**
    - Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State and who have completed an RBS course acceptable to State Parks (BMLE or equal).

- Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State, and who have not completed a BMLE course is acceptable ONLY when working with an RBS trained officer AND when the agency has a written 'two-officer' policy for officers on marine patrol for the purpose of officer safety.

- **RBS EDUCATION AND INSTRUCTION**

  Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks *Adventures in Boating* Instructor Training class and are listed on our files.

  Life jackets (USCG approved only) for the state *Adventures in Boating* course and other RBS presentations, such as: throw rings or cushions for loaners and the cost to print only the agency's name or RBS safety messages.

- **RBS TRAINING**

  Grant or VRF funds can be used to pay for full-time and reserve officers who are fully commissioned to enforce the laws of the State of Washington to attend training provided by the Boating Program or courses approved by the Boating Program. **Note: Approval from State Parks is mandatory if an officer or deputy is applying for a non-Washington RBS course.** Examples of approved courses include:

  - MLE Instructor Meeting
  - Basic Marine Law Enforcement/Boat Crew Member or equivalent (BMLE)
  - Boat Operator Search and Rescue (BOSAR)
  - Boating Under the Influence – Basic (BUI-Basic)
  - Boating Under the Influence-Advanced (BUI-Adv)
  - Personal Watercraft for Law Enforcement (PWCLE)
  - Enhanced Vessel Operator Course (EVOC)
  - Fall Marine Law Enforcement Conference
  - Boating Accident Investigation-Level 1
  - Officer Water Survival
  - Boater Education Instructor Training (BEIT)
  - Designated Education Officer Training (DEOT)
  - Adventures in Boating Instructor Training

- RBS Related Local In-Service Training
- Other USCG training courses with prior approval
- Other NASBLA training courses with prior approval

Per Diem travel expenses at **state per diem rate** in effect for the destination RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

RBS EQUIPMENT

Allowable expenses may include the purchase, maintenance and operation of patrol boats and patrol boat equipment to perform the RBS mission as defined in WAC 352-65-040 only. **Any purchase exceeding $5,000 must receive prior approval from the Boating Program.** All decisions by the Boating Program for equipment purchases are final.

PATROL VESSELS

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned, which includes painting, decals and cost of removal and application
- Vessel electrical system repairs and replacement
    - Electronic devices: parts and labor for maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for law enforcement work
    - Devices dedicated to the program such as agency & VHF radios
    - Radar units
    - Sirens

  - Blue lighting equipment
  - Hailers
  - Global positioning system (GPS) units
  - Personal breath testers (PBT)
  - Cell phones used 100% RBS only, or prorated for a percentage of time used on boat
  - Battery chargers and computers dedicated to program use
  - Includes brackets and fittings for installation and use
- Fluids for hydraulic system
- Fuel, fuel additives and filters; associated disposal fees
- Gear oil for lower units
- Glass replacement and costs to install, associated disposal fees
- Grease and lubricants
- Oil and oil filters; associated disposal fees
- Parts and labor for regular scheduled maintenance and scheduled replacement
- Parts for replacement on the vessel when failure occurs or when damaged and labor, which includes engine, lower unit and cooling system repairs and replacement
- Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures
- Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings

ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance, including: stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies.
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems, and associated disposal fees.
- Costs related to moorage, including cost of water/electricity associated with maintenance and moorage.
- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards. For example:
  - Life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement

  - Exposures suits
  - Fire extinguishers/extinguishing systems
  - Visual distress signals
  - Navigation lights
  - Sounding devices
  - Ventilation systems
  - Backfire flame arrestor
- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage. For example:
  - Fenders
  - Lines for towing and mooring
  - Chafing gear
  - Boat hooks
  - Towing equipment
  - Bilge pumps
  - Batteries
  - Navigation charts
  - Piloting equipment
  - Helm fixtures and seats
  - Logbooks
  - Depth sounders & radar, does not include FLIR systems
  - Portable fuel tanks and hoses

PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels, including: installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair or replacement
- Hydraulic or electric brake system maintenance, repair and replacement
- Oil, grease and lubricants, and associated disposal fees
- Winch maintenance, repair and replacement

BOAT EQUIPMENT

- Anchors
- Line for towing and mooring

- Chain or shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units, does not include FLIR systems
- Radios and computers, dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Lines for tie up
- Light bars – blue lights only (no red, white or yellow lights)
- Search lights dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- FLIR System (mounted on and wired to the vessel)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection
- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Rescue throw bags for use on boats only

NAVIGATION AIDS & BUOYS

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352)
- Decals for buoys
- Chain
- Cable and connectors
- Weights
- Equipment to maintain buoys and signs to remain effective

EDUCATION

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications
- Education equipment related to required boating safety equipment for recreational boats

- Promotion of *Adventures in Boating* classes (including presentation materials, light refreshments and room rental for classes)

NON-ALLOWABLE COSTS AND EXPENDITURES

- Bullet proof vests are beneficial, however equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of an RBS program mission and is considered a local agency responsibility to purchase.
- Equipment used in recovery operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal Imaging devices are 100% allowable expenses.
- Homeland security missions (weapons, etc.), or any other equipment determined as unrelated by the Boating Program is not an allowable expense.
- Firefighting equipment is not an allowable expense.

EXHIBIT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS



2023 Vessel
Registration Fee Prog

Vessel Registration Fee Program Guidance for Marine Law Enforcement Programs

Updated September 2023













Introduction

The purpose of the Vessel Registration Fee (VRF) program is to focus local jurisdiction marine programs on injury prevention activities around recreational boating safety. These activities include enforcing RCW 79A.60: Regulation of Recreational Vessels and providing emergency response to boating accidents. Each marine patrol unit should strive to serve and protect the lives and property of Washington's recreational boaters. All VRF Funds are awarded based on the potential success and ability of the local agency to provide such service to the boating community. Recreational Boating Safety (RBS) programs are evaluated using the criteria published in this document, as well as its ability to meet the requirements and assurances of WAC 352-65: Boating Safety Program Approval.

This guidance document is intended to help local marine law enforcement programs understand the minimum qualifications and requirements to receive vessel registration fees. The document has been laid out to explain this as simply as possible. The beginning section provides a brief list of the qualifications and requirements, and the remainder of the document explains each component in more depth.

The Washington State Parks Boating Program (State Parks) has established different operational goals for agencies dependent on the population within their jurisdiction (based on 2019 census data).

- **Small Agencies –** Under 30,000 population
- **Medium Agencies –** Population between 30,000 and 100,00
- **Large Agencies –** Populations exceed 100,000.

State Parks Boating Program Contacts

Washington State Boating Law Administr ator
Rob Sendak
Office: 360-902-8836
Mobile: 360-628-1876
Rob.Sendak@parks.wa.gov

Education & Outreach Coordinator
Derek Van Dyke
Office: 360-902-8842
Mobile: 360-628-3260
Derek.VanDyke@parks.wa.gov

Communications Consultant
Ashley Seydel
Office: 360- 902-8837
Mobile: 360-790-5317
Ashley.Seydel@parks.wa.gov

Fiscal Analyst
Montse Walker My
Office: 360-902-8843
montse.walkermy@parks.wa.gov

Administrative Assistant
Rhonda Dobbs
Office: 360-902-8417
rhonda.dobbs@parks.wa.gov

Customer Service Specialist
Brandon.Deiss
Office: 360-902-8839
Mobile: 360-790-7308
Brandon.Deiss@parks.waov

Marine Law Enforcement Coordinator
Bryan Alexander
Office: 360-902-8835
Mobile: 360-791-4668
Bryan.alexander@parks.wa.gov

MLE Program Specialist
Cheri Peel
Office: 360-902-8846
Mobile: 360-890-2911
Cheri.Peel@parks.wa.gov

Mailing Address
Washington State Parks Boating Program
Attn: MLE Program
1111 Israel Rd SW
P.O. Box 42650
Olympia, WA 98504-2650

Physical Address
11834 Tilley Road South
Olympia, WA 98512

Phone: 360-902-8555
Fax: 360-586-6602
Website: GoBoatingWA.com

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Overview of Agency Eligibility Requirements and Qualifications

Only counties or local public agencies having jurisdiction over waters used for recreational boating and possessing the authority to enforce the Revised Code of Washington and the Washington Administrative Code are eligible to apply to receive vessel registration fees. Participating agencies must:

Administrative & Financial Requirements

1. Sign an annual agreement with State Parks.
2. Designate a "Marine Lead": A single point of contact that oversees the day-to-day program operations, commits to attend the annual marine law enforcement conference, and responds to surveys sent by State Parks.
3. Designate a "Marine Supervisor": A single point of contact that has administrative authority over the marine program for the agency.
4. Report recreational boating safety activities and certain financial data to State Parks.
5. Place all vessel registration fees into a dedicated account, agree to spend them only on eligible expenses and agree to accountability requirements.
6. Provide digital links to all local ordinances regulating recreational boating.

Operational Requirements

7. Employ Officers / Deputies commissioned to enforce Washington state law.
8. Send all marine Officers / Deputies through the Washington State Parks Basic Marine Law Enforcement Academy.
9. Maintain annual training qualification currency for each participating Officer / Deputy.
10. Provide the appropriate vessels and equipment to carry out the operational requirements.
11. Report all boating accidents that occur within the jurisdiction (that meet minimum criteria) pursuant to RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.
12. Respond and provide assistance to boaters for on-water emergencies, complaints, and accidents.
13. Commit to a minimum number of hours patrolling the waters used by recreational boaters during peak boating season.
14. Actively enforce Washington's boating safety laws and regulations.
15. Conduct vessel safety inspections for recreational boaters.
16. Provide a boating safety education and outreach program and designate at least one Officer / Deputy to receive the Adventures in Boating Instructor training and to manage the program.
17. Place and maintain aids to navigation as legislated buy local ordinances.

Summary of Required Documents and Due Dates

Document Name	Form Number	Date Due
Request for Boating Program Approval	A-299 / Web form	15 Oct each year
Federal Financial Assistance Grant Application (If applying)	A-300/Web form	15 Oct each year
B.O.A.T Currency Report	Web form	15 Oct each year
Summary of Activity Report (SOAR)	Web form	Quarterly *
Boating Accident Report (BAR)	A-440	10 days following accident
Boating Accident Investigation Report (BAIR)	A-425 (Rev 08/2009)	10 days following accident / fatality meeting report criteria
Washington State Vessel Inspection	P&R A-274	Quarterly*
VRF Expenditure Report	Web form	1 Nov each year
Financial System Report	Agency generated	1 Nov each year
VRF Fund Balance Report	Agency generated	1 Nov each year
Boating Safety Surveys	N/A	Varies

***** *Document is due quarterly and must be submitted by the 15th of the month following the last month of the quarter (1st Qtr-04/15, 2nd Qtr-07/15, 3rd Qtr-10/15, 4th Qtr. 01/16*).

Administrative & Financial Requirements

Annual Agreement – The A-299 Application Form

Each agency is required sign an agreement with State Parks by submitting a complete A-299 application form. The A-299 contains several informational fields that must be filled out completely to be considered and aids in the continued approval of the agency's program. These forms are due each year by October 15. Agencies must provide information on their current staff, training, an inventory of vessels, and the anticipated patrol schedule. The form also defines the specific requirements your agency is committing to in exchange for vessel registration fees. This form, and instructions on how to fill it out, is located at http://mle.parks.wa.gov/.

Designated Marine Lead / Conference Attendance / Surveys

Each agency has a unique and different operational environment that offer a variety of solutions to ensure Marine Law Enforcement (MLE) unit operations, enforcement, fiscal and administrative functions are conducted according to best practices. Some agencies may have a Lieutenant serving the MLE Unit Supervisor and crew member conducting vessel operations and patrols. Other agencies may have a Sergeant as a supervisor and different crew member conducting vessel operations.

Recognizing this, State Parks requires each agency to designate a "Marine Lead", which is the person responsible for the day-to-day operations of its marine program and acts as the point-of-contact with State Parks on all issues and matters related to that agency's MLE unit. While the Sheriff or Chief of Police is ultimately responsible for ensuring their agency is meeting all the program requirements, the Marine Lead is the person implementing their guidance and communicating that to other Marine Unit members, State Parks, and the public.

The Marine Lead is responsible to:

- Ensure all required reports are completed and submitted to State Parks within due date guidelines.
- Submit personnel names to attend training courses and conferences.
- Attend the annual fall conference.
- Ensure that B.O.A.T. Currency training is conducted and reported to State Parks.
- Utilize Marine SECTOR within their agency.
- Communicate with State Parks on all matters and issues which may arise around recreational boating safety and marine law enforcement.
- Respond to surveys from State Parks.

State Parks also requires the agency to designate a "Marine Supervisor", which is the person with administrative supervision of the agency's MLE program.

Reporting Recreational Boating Activities and Financial Data

SOAR – Summary of Activity Reports

A Summary of Activities Report (SOAR) form must be submitted at least quarterly to State Parks. However, agencies are invited to report activities daily, weekly, or monthly. This form, and instructions on how to fill it out, is located at http://mle.parks.wa.gov/.

Vessel Registration Fee Expenditure Report

This annual report form must be submitted by October 15 each year to State Parks. The form fulfills the requirements of **WAC 352-65-040(9)** which requires each participating agency to submit an annual account of program expenditures showing the amount of vessel registration fees received, spent, and remaining in their dedicated account. They must also show the amount of "local spending" on recreational boating safety activities. "Local spending" is the amount agencies spend on the RBS mission and cannot come from other grant sources. Local spending is required because RCW 88.02.650 specifies that "[VRF] Funds may not supplant local funds used for boating safety programs". This form, and instructions on how to fill it out, is located at http://mle.parks.wa.gov/.

Supporting Financial Documents

Every Vessel Registration Fee (VRF) Expenditure Report must be accompanied with the following reports:

- Financial System Report: A report from the agency financial system (not Excel) showing a dedicated account for the deposit of state VRF funds received from the Office of State Treasurer (Enclosure 4).
- VRF Fund Balance Report: A report showing the fund balance of the dedicated account (Enclosure 5). The VRF fund balance on this system-generated report should match the bottom line on the VRF report ("Total Remaining Balance of State VRF funds for Fiscal Year").

Dedicated Account / Limitations on the Use of Funds / Accountability

Participating agencies must deposit VRF funds allocated by the state treasurer, under RCW 88.02.650, into an account dedicated solely for boating safety purposes, which include all activities or expenditures identified in this section. See the document "Allowable Costs & Expenditures for State Vessel Registration Fees & Federal Assistance Grants" for a thorough explanation of eligible expenses located at http://mle.parks.wa.gov/.

Vessel Registration Fees are intended to increase the education and enforcement efforts of local agencies and stimulate greater local participation in boating safety. They cannot be used to fund any activities except those that are part of the recreational boating safety mission.

Agencies may charge actual, direct administrative costs to the VRF account - such as staff hours it takes to fill out forms, or to maintain the dedicated account - but may not charge administrative fees based on an estimated percentage.

Participating agencies must maintain accurate annual records of activities and expenditures of their boating safety programs. Those records must be provided to State Parks consistent with their agreement, or upon request. The agency must also permit State Parks to audit the use of funds in accordance with generally accepted audit practices and standards.

Links to local ordinances

When the local jurisdiction adopts ordinances governing recreational boating, the ordinances must be at least as restrictive, but may be more restrictive than Washington state boating laws and regulations. Participating agencies must submit a web link to all such ordinances to State Parks using the designated field in the A-299 Form.

Operational Requirements

Officer / Deputy Qualifications / Training / Training Currency

Participating agencies must provide Officers / Deputies with law enforcement certificates from the Criminal Justice Training Commission which authorizes them to enforce all boating laws and regulations. All Officers / Deputies must maintain a current Washington State Peace Officers Certification.

Participating agencies are responsible for acquiring the required training for all RBS Officers / Deputies. Washington State Parks provides two or more Basic Marine Law Enforcement Academies each year to help agencies fulfill this requirement. These courses are provided at no charge. They are taught in the spring - usually one in Western Washington and one in Eastern Washington. Officers / Deputies may attend other basic boating safety training, if approved by State Parks. Those approved courses are the Federal Law Enforcement Training Center's (FLETC), Marine Law Enforcement Training Program (MLETP), or National Association of Boating Law Administrator's (NASBLA) Boat Crewman course (BCM).

Such training must be acquired within one year of initiating a new boating safety program and within one year for each newly assigned boating safety Officer / Deputy.

Washington State Parks' Marine Law Enforcement Training Academy is accredited through the NASBLA's Boat Operation and Training (BOAT) Program. As a term of accreditation, State Parks must ensure that all active marine Officers / Deputies maintain proficiency in basic RBS skills. This is important because these skills are perishable but critical to operate in a marine environment. All agencies must submit a BOAT Currency Requirements Report Form for all active personnel listed in the A-299. These reports are

submitted at least annually with the A-299 but may be updated throughout the year. This form, and instructions on how to fill it out, is located at http://mle.parks.wa.gov/.

Agencies which have not completed all currency training tasks required may submit a statement of explanation and attach it to the A-299 form. State Parks recognizes that many different circumstances could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Agencies are required to list any additional training courses their personnel have completed on the A-299 web form. This helps State Parks in maintaining an up-to-date database of marine law enforcement capabilities across the state and helps identify training subjects and courses that are needed, but not offered within the state.

Vessels and Equipment

Agencies must supply the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this guidance. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC. Agencies are also required to provide State Parks with an inventory of all vessels along with details for how they are equipped each year by filling out the A-299 form. Information required on that form includes:

- **Vessels**: State Parks requires the following data on each vessel:
  - Vessel name
  - Manufacturer
  - Radio equipped (Y/N): Radio equipped means the vessel has an agency **radio installed or "hardwired".** Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, Jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
  - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels in your agency that are SECTOR equipped with a computer or tablet plus printer and scanner (**installed or "hardwired" to include portable cased units**). Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or if these are not carried aboard as a cased kit.
  - Model
  - Length
  - Propulsion type
  - Horsepower
  - Year
  - Funds used to purchase the vessel (local, state, or federal)
  - Percent of time employed for the RBS mission.

NOTE: Vessels purchased with state or federal dollars must be sold at the end of their useful life, consistent with the local agency's policies and procedures. Once a vessel is sold it should be removed from the Patrol Vessel list as quickly as possible. **If the agency is selling a vessel that was purchased with federal grant dollars provided by State Parks, you must notify State Parks 60 days in advance of the sale date**.

- **Vehicles** (trucks, cars, SUVs, ATVs): The number of other patrol vehicles assigned to the marine services unit **and the percentage they are used for RBS activities**.
    - Vehicle type
    - Manufacturer
    - SECTOR/Radio equipped
    - Model
    - Year
    - Funds used for purchase.
    - Percent of time employed for the RBS mission.

- **Aircraft:** The number of aircraft in your agency **and the percentage they are used for RBS activities.**
    - Aircraft type
    - Manufacturer
    - SECTOR/Radio equipped
    - Model
    - Year
    - Funds used for purchase.
    - Percent of time employed for the RBS mission.

- **Equipment valued at $5000.00** (i.e., engines, electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of $5000.00 or more. Only items listed under "allowable expenses" are permitted (see "Allowable Expense Guidance" document for full details).
    - Type of equipment
    - Manufacturer
    - Model
    - Year
    - Funds used for purchase (local, state, federal)

Boating Accident Reporting

Participating agencies are required to submit accident reports to State Parksin compliance with RCW 79A.60.200, RCW 79A.60.220 and W AC 352-70.

For any boating accident resulting in a death or injury requiring hospitalization, each participating agency must:

- Notify State Parks **within 48 hours** of becoming aware it.
- Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
- Include the results of any other investigation conducted by the agency.
- Submit any coroner's reports concerning the death of any person resulting from the boating accident, within one week of completion.

Participating agencies must also submit a Boating Accident Report (BAR – form number A-440) within **10 days** of the occurrence to State Parks for any boating accident:

- Resulting in a death, OR
- An injury requiring hospitalization, OR
- Damage to any vessel or property of two thousand dollars or more, OR
- A vessel is a complete loss, OR
- A person disappears from the vessel under circumstances that indicate death.

Boater Assistance

The local municipality will have the ability to respond or coordinate response to boating emergencies which occur within their jurisdiction. Furthermore, agencies must document each occurrence and report it to State Parks through the Summary of Activity Report (SOAR) at least quarterly using the following definitions:

- **Search and Rescue/Recovery** – Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. Agencies should only report SAR cases on the Summary of Activity Report (SOAR) that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.

- **Assist** – An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under their own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned or commercial vessels. Report the number of vessels assisted and the number of persons assisted on the SOAR report.

Boat Patrol (Boat Log Hours)

Boat patrol (Boat Log Hours) are those hours that the patrol vessel was actually on the water patrolling. Participating agencies must submit a patrol schedule (with the A-299) that demonstrates they are patrolling waters within their jurisdiction during peak recreational hours. They must also patrol a

minimum number of hours per year. See the note below.

Minimum Patrol Hour Goals Based on Agency Size

- Small agencies - 133 hours
- Medium agencies - 255 hours
- Large agencies - 436 hours

NOTE: State Parks recognizes that Washington State experiences a diverse boating season. Various areas of the state have increased boating activities due to recreation fishing, hunting and pleasure crafting. Because of its diverse landscapes and seasons, State Parks acknowledges that the traditional peak boating season remains during the time between Memorial Day and Labor Day but is not exclusive to that time frame. State Parks has collected data for patrol hours performed by all participating over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours can be a combination of Boat Log and Ramp-side hours.



Patrol hours is considered a critical metric. It is used by State Parks to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

Example patrol schedule

Boat Patrol Schedule							
	Mon	**Tue**	**Wed**	**Thur**	**Fri**	**Sat**	**Sun**
Patrol Hours							
# of Officers / Deputies							
# of Vessels							
Patrol Season Beginning Date				**Patrol Season Ending Date**			

Enforcement

Participating agencies must enforce safety equipment, vessel operation, noise level, navigation, harbor improvements (as authorized and placed through local ordinances), and registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. Agencies must also document and report the numbers of warnings and citations they issue for each type of boating violation in the Summary of Activity Report – **except those issued through SECTOR**.

State Parks recommends zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence and rules of the road violations. Officers / Deputies should strongly consider issuing citations for violations of these laws in all circumstances.

The SECTOR system should be used to issue boating citations and warnings. State Parks will no longer accept mailed-in paper inspection forms, although State Parks will continue to provide paper inspection forms to agencies for internal use.

Boating Safety Inspections

Participating agencies must complete written boating safety inspections during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. State Parks will provide boating safety inspection forms. Copies of the completed inspections must be submitted to State Parks for statistical purposes. Inspections conducted in SECTOR do not have to be reported to State Parks.

NOTE: We will not accept paper inspection forms after January 1, 2019. All inspections must be submitted using SECTOR.

State Parks has calculated suggested minimum goals for the number of boating safety inspections an agency performs in a boating season based on size.

Suggested Written Inspections – Minimum Goals

- Small, 92
- Medium, 283
- Large, 372

Boating Safety Education / Designated Education Officer / Deputy

Participating agencies must have a boating safety education and information program. At a minimum, they must designate an Officer / Deputy, trained by State Parks, to coordinate the activities of boating safety education instructors, act as liaison to boating education organizations and to coordinate:

- Boating safety presentations, which may include presentations to primary and secondary school children, boating organizations, or youth groups.
- Boating safety instruction meaning a public course of instruction using the Adventures in Boating materials from State Parks, or other state or nationally recognized curriculum approved by State Parks.
- Distribution of boating safety information, including materials provided by State Parks, to boating and outdoor recreation organizations, the boating public, public agencies, and local media.

NOTES

- Any Officers / Deputies designated as Certified Boating Education Instructors must be listed as Instructors qualified for the Adventures in Boating course by the State Parks Education and Outreach coordinator.
- State Parks considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations and participation in community events, Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities. Agencies are not required to engage in all education and outreach activities described below but should pursue a mix of tactics appropriate for their area of operation.

Education and Outreach Tactics and Suggested Goals

- **Education Classes:** Classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
    - Small = 15 students, 1 Class
    - Medium = 20 students, 1 Class
    - Large = 50 students, 1 Class

- **Boating Safety Presentations to Groups:** Presentations to various groups such as yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
    - Small = 10 hours
    - Medium = 15 hours
    - Large = 25 hours

- **Boating Safety Presentations to Schools:** Presentations to local public and or private schools K-12, and colleges / universities.
    - Small = 10 hours
    - Medium = 15 hours
    - Large = 25 hours

- **Vessel Rental Site Visits:** Visits to local vessel rental sites intended to ensure employees and renters are following guidance on the Motor Vessel Rental Safety Checklist. These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards, or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviors such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
    - Small = 2
    - Medium = 4

- Large = 6

- **Participation in Community Events**: Events like county fairs, parades, and night outs that reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation in regattas, races, or opening days where there is little or no face-to-face interaction between Officers / Deputies and community members does not count as a "Community Event". Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
  - Small = 40 hours
  - Medium = 150 hours
  - Large = 275 hours

- **Vessel Dealer Site Visits:** Visits to vessel dealerships and brokers to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.
  - Small = 5
  - Medium = 10
  - Large = 15

- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.)**: Engaging partners can multiply the effectiveness of a marine law enforcement program's by increasing their area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours that Prevention Partners spend conducting RBS activities.
  - Small = 1
  - Medium = 3
  - Large = 5

Media Contacts: (This section only applies to Federal Financial Assistant Grant recipients). The intent is for agencies to distribute recreational boating safety content through their own social media channels, the social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
  - Small = 4
  - Medium = 8
  - Large = 16

- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include

stories in the newspaper, radio, and television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of interaction with that partner.

- Small = 4
- Medium = 8
- Large = 16

Campaigns: See SOAR for reporting requirements. Goals for all agencies, regardless of size, is participation in these campaigns. The State Parks Recreational Boating Safety communications staff will distribute content to all agencies for each of the campaigns making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.

- Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
- Spring Aboard Campaign was a national campaign but is now a state campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
- National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets and other best practices for optimal safety. In addition to media posts, agencies are encouraged to participate in "Wear IT" events. This campaign is sponsored by the National Safe Boating Council.
- Safe Paddling Week is a campaign sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviors such as always wearing a PFD, obtaining training, etc.

Waterway Marking

Participating agencies should report the total number of Aids to Navigation (ATONs) that they are responsible for within their jurisdiction on the SOAR. Do not count ATON's emplaced / maintained by the USCG, Corps of Engineers or other Federal agencies. The county or local jurisdiction will use only those waterway markers which conform to the uniform state waterway marking system as identified, found in chapter 352-66 WAC.

Accountability

Audits

All agencies will be audited on a periodic rotating basis. When your agency is slated for an audit, the State Parks Marine Law Enforcement Coordinator will contact your agency to schedule a time. You will

be sent a list of documents and questions that you will need to prepare before the audit. Audits are a review of the performance and accomplishments to measure and evaluate compliance with the terms of the agreement with State Parks.

Compliance

If it is determined that a participating agency is not in compliance with the minimum requirements of the agreement, the State Parks Marine Law Enforcement Coordinator will notify the agency through a Non-Compliance Warning Letter and cite the wording of the agreement. The letter will request the agency responds with a plan to remedy the deficiency per **WAC 352-64-060 (3)**: Revocation of approval ***"Those counties or local jurisdictions unable to demonstrate compliance with minimum approval requirements will have forty-five days to submit a plan satisfactory to state parks to remedy the deficiencies. If, after forty-five days, a county or local jurisdiction is unable to demonstrate its ability to meet minimum requirements, state parks may revoke the program approval after the county or local jurisdiction has had an opportunity for a hearing under chapter 34.05 RCW, the Administrative Procedure Act."***

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/30/24
Subject:	WA State OPD SPAR Grant 2024
Presenter:	Charles Dow
Prepared By:	Denise Gerry
Reviewed By:	Charles Dow

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

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

Summary / Background Information

WA State OPD provides a grant to cities and counties in Washington for the cost of providing defense counsel consultation and representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014 or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs.

After having applied, Benton County OPD has been awarded a grant in the amount of $191,500. A Grant Agreement, in the form attached to the proposed Resolution, needs to be signed in order for the grant funds to be disbursed.

Fiscal Impact

This grant provides $191,500 in revenue to the County. The grant does not need to be repaid and has no local matching requirements.

Recommendation

Approve resolution as proposed so that the Public Defense Manager can sign the grant agreement and the County can receive the awarded grant funds.

Suggested Motion

Approve resolution for WA State OPD SPAR grant and approval for the Public Defense Manager to sign the agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AGREEMENT WITH WASHINGTON STATE OFFICE OF PUBLIC DEFENSE FOR A 2024 SPAR GRANT IN ORDER TO RECEIVE AND EXPEND PUBLIC DEFENSE GRANT FUNDING

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

WHEREAS, Benton County has applied for, and has been found eligible to receive, grant funding in the amount of **$191,500** from the Washington State Office of Public Defense for the cost of providing defense counsel consultation and representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014 or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs; and

WHEREAS, the current operations of the Benton County Office of Public Defense comply with the use conditions as stated in the grant funding agreement; and

WHEREAS, it is therefore in the best interests of Benton County to execute the proposed grant funding agreement in order to receive and expend the grant funding to further the interests of public defense in Benton County; **NOW, THEREFORE**

BE IT RESOLVED that the grant funding agreement with the Washington State Office of Public Defense, **Agreement No. GRT24074** providing Benton County with grant revenue in the amount of **$191,500** to be used in the year **2024,** be executed as presented; and

BE IT FURTHER RESOLVED that the Public Defense Manager be authorized to sign the said agreement on behalf of the Board of Commissioners.

Dated this _____ day of _____ 20 _____

_____
Chairman

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Originals – to Washington State Office of Public Defense for countersignature
Copy – Commissioners; Auditor (after original received back from State OPD)

C Dow

Agreement No. GRT24074

A. FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE
Simple Possession Advocacy and Representation (SPAR) Program Funding Agreement

1. **Recipient** Benton County 7122 W Okanogan Place, Ste #A220 Kennewick, WA 99336	**2. Recipient Representative** Charles Dow Public Defense Manager Benton County Public Defense 7122 W Okanogan Place, Ste #A220 Kennewick, WA 99336
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Grace O'Connor Supervising Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Agreement Amount** $191,500.00	6. **Agreement Period** January 1, 2024 through June 30, 2024
7. **Purpose** The purpose of this Agreement is to provide reimbursement to cities and counties for the cost of providing defense counsel Consultation and Representation for defendants facing charges or charged with simple possession or public use offenses under RCW 69.50.4011(1)(b) or (c), RCW 69.50.4013, RCW 69.50.4014, or RCW 69.41.030(1), or under local ordinances involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drugs, consistent with Second Engrossed Second Substitute Senate Bill 5536, Chapter 1, sec. 35, sec. 39, *Laws of 2023*.	
8. **Acknowledgement, Incorporation by Reference, and Execution** The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and execute this Agreement as of the date the last signatory signed. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.	
FOR RECIPIENT _____ Name, Title _____ Date	**FOR OPD** _____ Grace O'Connor, Supervising Attorney _____ Date

B. SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

   a) The Representative for each of the parties will be responsible for and will be the contact person for all communications regarding the performance of this Agreement.
   b) The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
   c) The Representative for Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. **REIMBURSEMENT**

   a) Subject to Exhibit B, Section 4, OPD shall reimburse for authorized expenses as identified in Exhibit B, Section 7, Authorized Reimbursable Expenses.

3. **ALLOCATED MAXIMUM REIMBURSMENT AMOUNT**

   a) The maximum amount Recipient may be reimbursed for authorized expenses shall not exceed $191,500.00.
   b) Subject to the availability of funds, and upon mutual agreement, Recipient and OPD may amend this Agreement in writing to increase the allocated maximum reimbursement amount.

4. **TERMS OF REIMBURSEMENT**

   a) OPD will reimburse Recipient upon acceptance of expenses and receipt of properly completed invoices. Recipient shall submit invoices to the Representative for OPD monthly, and subject to the invoicing schedule included in Section 4.h. of this agreement.

   b) An invoice form will be provided to Recipient by OPD. Recipient shall provide sufficient documentation accompanying the invoice to prove, to OPD's satisfaction, the costs incurred by Recipient and to allow OPD to determine that the costs were for Authorized Reimbursable Expenses. Sufficient documentation will include a description of the work performed, including case numbers, during the time period. Sufficient documentation demonstrating costs incurred by Recipient may include, but is not limited to, salary pay stubs or invoices for contracted services. OPD reserves the right to amend the invoice form at any time.

   c) Payment will be considered timely if made by OPD within 30 calendar days after receipt of properly completed invoices. OPD shall send payment to the address designated by Recipient and associated with Recipient's Statewide Vendor Number SWV0000322-23.

   d) OPD may, in its sole discretion, terminate this Agreement or withhold payments claimed by Recipient for services rendered if Recipient fails to satisfactorily comply with any term or condition of this Agreement.

   e) OPD shall not make any payments in advance or in anticipation of services or supplies to be provided under this Agreement.

   f) Recipient agrees to report whether it will be unable to spend any allocated maximum reimbursement amount during the Agreement Period, or if Recipient anticipates a need to

increase the allocated maximum reimbursement amount. Any request to increase the allocated maximum amount will be subject to Section 3(b) of this Exhibit. OPD reserves the right to reallocate funds to other jurisdictions that Recipient reports as unable to be spent.

g) Reimbursable expenses must be incurred between August 15, 2023 and June 30, 2024. Recipient shall bear the cost of and ensure continued Consultation and Representation for all individuals who are being represented by Recipient's attorneys on Qualifying Cases when the agreement period ends.

h) OPD's fiscal year runs from July 1 to June 30 of each year, and OPD is unable to pay expenses from a previous fiscal year with the following fiscal year's budget. Accordingly, Recipient must submit invoices for costs incurred between August 15, 2023 and June 30, 2024, by August 1, 2024.

5. **DUPLICATION OF BILLED COSTS**

Recipient shall not bill OPD for services performed under this Agreement, and OPD shall not pay Recipient, if Recipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

6. **DISALLOWED COSTS**

Recipient is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors or subcontractors.

7. **AUTHORIZED REIMBURSABLE EXPENSES**

a. Recipient is authorized to seek reimbursement for the following costs, subject to the provisions in Exhibit B, Section 2 and Section 4:
    1. Compensation for attorney Representation on Qualifying Cases;
    2. Compensation for attorney Consultation on Qualifying Cases;
    3. Support staff time devoted to assisting and supporting attorney Representation and Consultation on Qualifying Cases;
    4. Investigation costs associated with Qualifying Cases;
    5. Expert services where the scope of the expert's expertise is related to a Qualifying Charge.
    6. Compensation for attorney Representation on an appeal undertaken according to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ) pertaining to an issue arising from a Qualifying Charge.

8. **OVERSIGHT**

a) Over the duration of the agreement term, OPD may conduct site visits for purposes of ensuring the use of funds for their specified purposes. At OPD's request, Recipient will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city and county representatives.

9. **DEFINITIONS**

a. "Alternatives to Prosecution" means an opportunity to depart from the traditional criminal case process of charge to plea of guilty, or conviction or acquittal at trial. Examples include, but are not limited to, stipulated continuances, deferrals, Therapeutic courts, Specialty courts, or Pre-file or Pre-trial diversion programs.

b. "Consultation" means advising indigent individuals on Pre-File or Pre-Trial Diversion options where the individual is facing a Qualifying Charge. Consultation also means advising indigent individuals, who face or faced Qualifying Charges, during the pendency of pre-trial Diversion.

c. "Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, with the understanding that the individual will not be arrested, or that a charge the individual may be facing will either be dismissed or reduced.

d. "Pre-File Diversion" means an opportunity for an individual facing Qualifying Charges to depart from the criminal legal system, initiated by either law enforcement or the prosecutor, that takes place before charges are filed against the individual. A Pre-File Diversion may be, but need not be, organized under RCW 69.50.4011(3)(c), 69.50.4013(2)(c), 69.50.4014(2), or 69.41.030(2)(e).

e. "Pre-Trial Diversion" means an opportunity for a defendant charged with Qualifying Charges to depart from the criminal legal system after charges are filed against a defendant but before a plea is entered, or before proceeding to trial. A Pre-Trial Diversion may be, but need not be, organized under RCW 69.50.4017.

f. "Qualifying Charge" means pending charges of or charges of violations of RCW 69.50.4011(1)(b) or (c); 69.50.4013; 69.50.4014; 69.41.030(2), (b), or (c); or pending charges of or charges of offenses under local ordinances involving allegations of possession or public use of a controlled substance; counterfeit substance; or legend drug.

g. "Qualifying Case" means a proceeding filed against an indigent defendant in a court of limited jurisdiction in which at least one of the charges filed, either originally or as amended, is a Qualifying Charge, even if later dismissed.

h. "Representation" means appointment to represent indigent defendants in courts of limited jurisdiction on Qualifying Cases, including in therapeutic or specialty courts. Representation also means appointment on motions to terminate defendants from Pre-File Diversion programs, Specialty or Therapeutic courts, or other programs that offer Alternatives to Prosecution.

i. "Specialty or Therapeutic Court" means a court utilizing a program or programs structured to achieve both a reduction in recidivism and an increase in the likelihood of rehabilitation, or to reduce address substance use disorder or mental health conditions in defendants through continuous and judicially supervised treatment and the appropriate use of services, sanctions, and incentives.

10. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

a. Applicable federal and state of Washington statutes, regulations, and court rules
b. Exhibit B, Special Terms and Conditions
c. Exhibit C, General Terms and Conditions

C. GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**
   This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
2. **AMENDMENTS**
   This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**
   Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **ASSIGNMENT**
   Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Recipient without prior written consent of OPD.
5. **ATTORNEY'S FEES**
   Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.
6. **CONFORMANCE**
   If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
7. **ETHICS/CONFLICTS OF INTEREST**
   In performing under this Agreement, Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **GOVERNING LAW AND VENUE**
   This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.
9. **INDEMNIFICATION**
   To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.
10. **LAWS**
    Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
    During the performance of this Agreement, Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.
12. **RECAPTURE**
    In the event that Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.
13. **RECORDS MAINTENANCE**

Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

    At no additional cost all records relating to Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

    If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **WAIVER**

    Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/30/24
Subject:	Line-Item Transfer (LIT) - Prosser Office Supervisor
Presenter:	Ken Spencer
Prepared By:	Kirsten Yniguez
Reviewed By:	Carlee Nave & Jerrod McPherson

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

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

Summary / Background Information

To improve efficiencies and enhance operations within the Prosser Treasurer's Office, the County Treasurer is requesting a Line-item transfer for a Prosser Office Supervisor. This is a non-bargaining, non-exempt position and is a current classification and grade. The request is budget neutral and would take effect February 1, 2024.

- Position 51505 – will not be filled for 6 months. Wages and benefits during that time will be transferred to this line in the amounts indicated below.
  Wages – $30,921
  Social Security – $2,365
  Paid Family Leave – $67
  Retirement – $3,927
  Medical Insurance – $6,800

- 2025-2026 – the Treasurer's office is working on a reorganization in conjunction with the current salary study. The intent is to eliminate one current FTE in the reorganization and reduce the Supplies and Misc Bank Fees line items to offset the difference.

Fiscal Impact

The reorganization is budget neutral within the General Fund, Fund 0010, Treasurer's Office Department 124.

Recommendation

Recommend the Board of County Commissioners approve the Resolution for the line-item transfer to approve the presented Treasurer's office line-item transfer.

Suggested Motion

- Move to approve the Transfer of Funds within the General Fund, Fund 0010, Treasurer's Department 124 as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN GENERAL FUND, FUND NUMBER 0010, DEPARTMENT NUMBER 124.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Commissioner Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

K. Yniguez

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER (LIT)

Dept Name: Treasurer Dept Nbr: 124

Fund Name: General Fund Fund Nbr: 0010

TRANSFER FROM:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5142200	51505	Accounting Assistant III	$30,921
5142200	53101	Suplies	$2,384
5142200	53501	Minor Equipment & Small Tools	$3,000
5142200	53201	Vehicle Fuel	$2,000
5142200	54503	Rentals-Office Equipment	$2,500
5142200	54950	Misc Bank Fees	$30,000
TOTAL			$70,805

TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5142200	51176	Prosser Office Supervisor	$59,301
5142200	52102	Social Security (FICA)	$2,171
5142200	52119	Paid Family Leave	$62
5142200	52104	Retirement	$3,604
5142200	52103	Medical Insurance	$5,667
TOTAL			$70,805

Explanation:

Creating Prosser Office Supervisor line item, Position 51176, to create a non-bargaining supervisory postion for Prosser office oversight. Position will be non-bargaining, non-exempt, grade 13, and is a current classification and grade. This is a budget neutral LIT and will take effect 2/1/24. Position 51505 will not be filled for 6 months, wages/benefits will be transferred to cover this position, in addition to the transfers listed above. THe 2025/2026 baseline budget will be decreased by $178,000 to maintain budget neutrality. Line items to decrease will be provided to the Commissioners Office by 7/15/2024.

Prepared by: K Yniguez Date: 30-Jan-2024

Approved ❑ Denied ❑ Date: _____

_____
Chairman of the Board

_____
Commissioner Pro Tem

_____
Commissioner