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

Regular Board of Commissioners Meeting
Tuesday, February 27, 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: February 13, 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. Payroll ~ Check Posting List for 02/05/2024
b. Accounts Payable ~ Check Posting List for 02/09/2024
c. Accounts Payable ~ Check Posting List for 02/09/2024
d. Accounts Payable ~ Check Posting List for 02/16/2024
e. Renewal Letter of Assurance for the Accessible Communities Act
f. Fees Related to Recording Large Format Maps; Rescinding Resolution No. 2021-509

Coroner's Office

g. Agreement w/Douglas County Coroner's Office for Autopsy Facility Use

Human Resources

h. Agreement w/Teamsters Local No. 839, Representing Benton Franklin Juvenile Detention Unit
i. Memorandum of Agreement w/Teamsters Local No. 839 Representing Sheriff's Office & Corrections Department Clerical Employees

Information Technology

j. Purchase of A Color Printer From Southern Computer Warehouse for the Prosecuting Attorney's Office
k. Microsoft Enterprise Agreement From SHI International Corp.; Rescinding Resolution 2024-0122
l. Purchase of One Identification Card Printer From Guardian RFID for Corrections Department

Juvenile
m. Agreement w/Columbia/Walla Walla County for Access to Each Other's Juvenile Detention Facilities

Office of Public Defense
n. Termination of Superior Court Public Defense Services Agreement w/Katherine Sierra-Kelly

Prosecuting Attorney
o. Transfer of Funds, Fund No. 0010, Dept. 117 for Overtime

Public Safety
p. Transfer of Funds, Fund No. 1480, Dept. 121 for Holiday Pay
q. Transfer of Funds, Fund No. 1480, Dept. 122 for Holiday Pay

Public Works
r. Approving City of West Richland Ordinance No. 01-24 and Revision of Corporate Boundary

Purchasing
s. Contract w/Rentokil North America, Inc. dba Western Exterminator for Pest Management Services
t. Purchase Agreement w/Affordable Interior Systems, Inc for Jury Room Chairs in the Clerk's Office
u. Contract w/Heritage Professional Landscaping, Inc. for Removal of Block Wall From County Right-of-Way

Risk Management
v. Engagement Letter w/PricewaterhouseCoopers LLP for Actuarial Review of Self-Insured Workers' Compensation & Self-Uninsured Liability Programs

Sheriff
w. Accepting Funding From WA Association of Sheriffs and Police Chiefs Body-Worn Camera Grant
x. 2023 Federal Equitable Sharing Agreement Certification

Scheduled Business

Department of Commerce Law Enforcement Pursuit Technology Grant ~ K Gillies & Lt. Clark

Office of Public Defense Office Request for Two Positions ~ C Dow

Shoreline Planning Competitive Agreement w/WA State Department of Ecology ~ G Wendt

Contract w/White Bluffs Consulting for Benton County Shoreline Master Program ~ G Wendt

Other Business

Executive Session

Review Qualifications of An Applicant for Public Employment ~ M Mahoney

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 Administration Building
Commissioners' Hearing Room, Kennewick, WA
Tuesday, February 13, 2024 9:00 AM
Meeting provided in-person, by Video Live-Broadcast and Telephonically via/WebEx

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

Absent: Chairman Jerome Delvin

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator, Matt Rasmussen; Information Technologies Manager, Robert Heard; Information Technologies Supervisory, Cody Shelton; Human Resources Manager, Carlee Nave; Community Development Director, Greg Wendt; Sustainable Development Manager, Adam Fyall; Public Works Manager, Matt Mahoney; Clerk, Josie Delvin; Security Program Coordinator, Steve Caughey; Finance Manager, Linda Ivey; Civil Engineer, Cristina Woods; Planning Manager, Michelle Mercer; Event Center Manager, Tom French; Office Assistant, Raquel McCrory; Procurement/Contract Coordinator, Danica Hope; Director of Operations and Capital Assets, Robert Blain, Robert Heard, Chief of Corrections, Robert Guerrero

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of February 6, 2024 were approved.

Review Agenda

Jerrod MacPherson added the following:

- Authorization for Relocation Expenses for the Prosecuting Attorney's Office

Public Comment

None.

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Consent Agenda

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

Animal Control

a. Transfer of Funds, Fund No. 0010, Dept. No. 137 for Overtime

Auditor

b. Accounts Payable ~ Check Posting List for 02/02/2024

Capital Projects

c. Coding Correction Between the Capital Projects Fund 3050 and Behavioral Health Fund 1600 Related to the Recovery Center

CARES/CRRSAA

d. Transfer of Funds, Fund No. 0010, Dept. 139 for Coroner's Office HVAC

Clerk's Office

e. Coding Correction Between the Courthouse Facilitator Fund 1360 and Clerks Collection Fund 1460 for Supplies

Commissioners

f. Transfer of Funds, Fund No. 1600, Dept. 000 for 2023 Coding Correction in the Behavioral Health Fund

g. Surplus and Disposition of Personal Property

Coroner

h. Agreement with Incyte Pathology, PS for Tissue Specimen Preparation

Corrections

i. Amended Contract with Darren Dinwoodie dba Inland Polygraph for Polygraph Examinations

j. Agreement with Ideal Option, PLLC for the Medication Assisted Treatment Program

Human Resources

k. Amendment I to Corrections Supervisors Collective Bargaining Agreement

Information Technology

l. Enterprise Agreement for Licensing Microsoft Software from SHI International Corp.

m. Purchase of One Laptop, Dock and Two Monitors from Dell Inc. for Public Works Department

n. Coding Correction Between the Event Center Fund 1240 and Central Services Fund 5020 for Ricoh Copier Lease Payments

o. Coding Correction Between Insurance Management Fund 5040 and Central Services Fund 5020 for Ricoh Copier Lease Payments

p. Coding Correction Between the General Fund 0010, Dept. 109 and Central Services Fund 5020 for Ricoh Copier Lease Payments

q. Coding Correction Between the General Fund 0010, Dept. 110 and Central Services Fund 5020 for Ricoh Copier Lease Payments

r. Coding Correction Between the General Fund 0010, Dept. 118 and Central Services Fund 5020 for Ricoh Copier Lease Payments

s. Coding Correction Between the General Fund 0010, Dept. 120 and Central Services Fund 5020 for Ricoh Copier Lease Payments

t. Coding Correction Between the General Fund 0010, Dept. 121 and Central Services Fund 5020 for Ricoh Copier Lease Payments

Office of Public Defense

u. Superior Court Public Defense Services Agreement with Dennis Hanson

v. Superior Court Public Defense Services Agreement with John Jensen

DRAFT

Planning

w. Subdivision Vacation of Cottonwood Creek – SV 2023-001

Public Safety

x. Coding Correction Between the Capital Projects Fund 3050 and Public Safety Tax Fund 1480 Related to the Shooting Range
y. Coding Correction Between Behavioral Health Fund 1600, Public Safety Tax Fund 1480, Dept. 112 and Central Services Fund 5020 Ricoh Copier Lease Payments
z. Coding Correction Between Public Safety Tax Fund 1480, Dept. 121 and Central Services Fund 5020 for Ricoh Copier Lease Payments

Public Works

aa. Certification of the 2024 Road Levy Certification and Estimated Revenue Produced
bb. Transfer of Funds, Fund No. 1010, Dept. No. 500 for Purchase of Equipment

Purchasing

cc. Change Order #2 Ratifying Change Order Proposal No. 3 to JRT Mechanical, Inc. Contract for the Coroner's Autopsy Ventilation Upgrade Project
dd. Ratifying Change Order No. 1 to DeAtley Crushing Co. Contract for 2023 Crushing Project
ee. Lease Agreement with Desert Land, LLC for Crush and Stockpile Road Surfacing Materials at Travis Quarry
ff. Lease Agreement with Sutoga, LLC for Crush and Stockpile Road Surfacing Materials at C. Moore Quarry
gg. Purchase Thermoplastic Markings from Intermountain Sign and Safety, Inc. for Public Works Department

Sustainable Development

hh. Agreement with The Tri-City Development Council for Economic Development Services

Public Hearing

MCI Communications Services, LLC Franchise for Fiber Optic Cable System and Facilities

Cristina Woods

Benton County received an application for a Franchise Order and Agreement for a fiber optic cable system and facilities from MCI Communications Services, LLC. for a fiber optic cable system and facilities.

In accordance with RCW 36.55.040 and RCW 36.55.050, a public hearing must be held to allow public comment to the proposed franchise agreement prior to the final determination of the Board of County Commissioners. After the public hearing, the Board may, upon its finding that the franchise agreement is in the best interest of the County, enter into said agreement by resolution. The public hearing was advertised in the newspaper of record on January 24th and January 31st, 2024, in accordance with RCW 36.55.040, and a public hearing was held on February 13th, 2024, in accordance with RCW 36.55.050.

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

MOTION: Commissioner Alvarez moved to MCI Communications Services, LLC Franchise for Fiber Optic Cable System and Facilities. Commissioner McKay seconded and upon vote, the motion carried as presented.

DRAFT

Other Business

Jerrod MacPherson presented a resolution regarding authorization for the Prosecuting Attorney's Office to reimburse Bradley Bartlett up to $5,000 for relocation expenses.

MOTION: Commissioner McKay moved to authorize the Prosecuting Attorney's Office to reimburse Bradley Bartlett up to $5,000 for relocation expenses per the County's relocation expense policy, Resolution 08-534. Commissioner Alvarez seconded and upon vote, the motion carried as presented.

Commissioner McKay clarified the Benton-Franklin Transit's use of the company Via.

Tort Claim

CC 2024-02 Edgar J. Lamas received on 2/9/2024

Accounts Payable

Check Date: 02/02/2024

Warrants #: 253412-253525
Total of all funds: $720,035.45

EFT's #: 794-795
Transfers #: 1511-1512, 1521, 1524-1526, 1528, 1539, 1544, 1547
Total all funds: $32,325.45

Resolutions

2024-0111 Transfer of Funds, Fund No. 0010, Dept. No. 137 for Overtime
2024-0112 **Not Used-Clerical Error*
2024-0113 Coding Correction Between the Capital Projects Fund 3050 and Behavioral Health Fund 1600 Related to the Recovery Center
2024-0114 Transfer of Funds, Fund No. 0010, Dept. 139 for Coroner's Office HVAC
2024-0115 Coding Correction Between the Courthouse Facilitator Fund 1360 and Clerks Collection Fund 1460 for Supplies
2024-0116 Transfer of Funds, Fund No. 1600, Dept. 000 for 2023 Coding Correction in the Behavioral Health Fund
2024-0117 Surplus and Disposition of Personal Property
2024-0118 Agreement with Incyte Pathology, PS for Tissue Specimen Preparation
2024-0119 Amended Contract with Darren Dinwoodie dba Inland Polygraph for Polygraph Examinations
2024-0120 Agreement with Ideal Option, PLLC for the Medication Assisted Treatment Program
2024-0121 Amendment I to Corrections Supervisors Collective Bargaining Agreement
2024-0122 Enterprise Agreement for Licensing Microsoft Software from SHI International Corp.
2024-0123 Purchase of One Laptop, Dock and Two Monitors from Dell Inc. for Public Works Department
2024-0124 Coding Correction Between the Event Center Fund 1240 and Central Services Fund 5020 for Ricoh Copier Lease Payments
2024-0125 Coding Correction Between Insurance Management Fund 5040 and Central Services Fund 5020 for Ricoh Copier Lease Payments

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2024-0126 Coding Correction Between the General Fund 0010, Dept. 109 and Central Services Fund 5020 for Ricoh Copier Lease Payments
2024-0127 Coding Correction Between the General Fund 0010, Dept. 110 and Central Services Fund 5020 for Ricoh Copier Lease Payments
2024-0128 Coding Correction Between the General Fund 0010, Dept. 118 and Central Services Fund 5020 for Ricoh Copier Lease Payments
2024-0129 Coding Correction Between the General Fund 0010, Dept. 120 and Central Services Fund 5020 for Ricoh Copier Lease Payments
2024-0130 Coding Correction Between the General Fund 0010, Dept. 121 and Central Services Fund 5020 for Ricoh Copier Lease Payments
2024-0131 Superior Court Public Defense Services Agreement with Dennis Hanson
2024-0132 Superior Court Public Defense Services Agreement with John Jensen
2024-0133 Subdivision Vacation of Cottonwood Creek – SV 2023-001
2024-0134 Coding Correction Between the Capital Projects Fund 3050 and Public Safety Tax Fund 1480 Related to the Shooting Range
2024-0135 Coding Correction Between Behavioral Health Fund 1600, Public Safety Tax Fund 1480, Dept. 112 and Central Services Fund 5020 Ricoh Copier Lease Payments
2024-0136 Coding Correction Between Public Safety Tax Fund 1480, Dept. 121 and Central Services Fund 5020 for Ricoh Copier Lease Payments
2024-0137 Certification of the 2024 Road Levy Certification and Estimated Revenue Produced
2024-0138 Transfer of Funds, Fund No. 1010, Dept. No. 500 for Purchase of Equipment
2024-0139 Change Order #2 Ratifying Change Order Proposal No. 3 to JRT Mechanical, Inc. Contract for the Coroner's Autopsy Ventilation Upgrade Project
2024-0140 Ratifying Change Order No. 1 to DeAtley Crushing Co. Contract for 2023 Crushing Project
2024-0141 Lease Agreement with Desert Land, LLC for Crush and Stockpile Road Surfacing Materials at Travis Quarry
2024-0142 Lease Agreement with Sutoga, LLC for Crush and Stockpile Road Surfacing Materials at C. Moore Quarry
2024-0143 Purchase Thermoplastic Markings from Intermountain Sign and Safety, Inc. for Public Works Department
2024-0144 Agreement with The Tri-City Development Council for Economic Development Services
2024-0145 MCI Communications Services, LLC Franchise for Fiber Optic Cable System and Facilities
2024-0146 Authorization for Relocation Expenses for the Prosecuting Attorney's Office for Potential Applicant Bradley Bartlett

There being no further business before the Board, the meeting adjourned at approximately 9:09 a.m.

_____ _____

Clerk of the Board Chairman

DRAFT

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

Check Date 02/05/2024

Payroll Checks
Total All Funds $ 3,154,815.17
Warrant # 244349-244371
Direct Deposit # 186701-187348

Payroll Deduction Transfers
Total All Funds $ 2,719,972.25
EFT# 796-802
ACH # 1560-1570 and 1572

Payroll Deduction Warrants
Total All Funds $ 111,864.17
Warrant # 253526-253536

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed_____

Payroll Final Check List

BENTON COUNTY

01/01/2024 to 01/31/2024- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
186701	2/5/2024	03449	CASTILLEJA, JOSHUA ALAN	0.00	3,169.01
186702	2/5/2024	05049	FLORES, KALOB REESE	0.00	3,552.18
186703	2/5/2024	05105	AVERY, ZACHARY JACOB	0.00	3,787.70
186704	2/5/2024	05411	COOPER, ALEXIA KAYE-MARIE	0.00	2,157.15
186705	2/5/2024	03899	DAVIS, RIKKI ANNE	0.00	4,786.19
186706	2/5/2024	05424	DUGAN, CHRISTOPHER CHARLES	0.00	3,831.81
186707	2/5/2024	04990	FIELDS, STEPHEN RALPH	0.00	4,267.65
186708	2/5/2024	05342	FOSTER, DEIDRA ELIZABETH	0.00	2,239.48
186709	2/5/2024	04502	HAYES, DANIELLE RAE	0.00	5,962.65
186710	2/5/2024	05268	HEDSTROM, CHLOE RENEE	0.00	2,966.32
186711	2/5/2024	04822	LUCE, JENNIFER LYNN	0.00	4,483.50
186712	2/5/2024	05185	MANSON, KJERSTIN LINN	0.00	3,492.71
186713	2/5/2024	04821	PETERSON, MARK D	0.00	5,410.57
186714	2/5/2024	03752	PLUMMER, CHRISTOPHER M	0.00	5,563.27
186715	2/5/2024	04507	RANGEL, CECILIA	0.00	4,331.83
186716	2/5/2024	05237	SCHULTZ, KIMBERLY CHAR	0.00	2,463.65
186717	2/5/2024	04598	SHARP, SEAN MICHAEL	0.00	4,272.80
186718	2/5/2024	04413	SPENCER, WILLIAM JACKSON	0.00	8,360.24
186719	2/5/2024	05238	STROUD, SUSAN BRANDY MARIA	0.00	3,379.57
186720	2/5/2024	05347	THOMAS JR, LARRY D	0.00	2,232.34
186721	2/5/2024	02335	CRAWFORD, BRENDA L	0.00	4,013.56
186722	2/5/2024	00005	ELLIOT, BRADLEY DALE	0.00	5,084.39
186723	2/5/2024	04388	STRIECK, MARLENA RAE	0.00	3,861.55
186724	2/5/2024	03967	BOATRIGHT, MERRY C	0.00	3,405.67
186725	2/5/2024	03382	BOHLINGER, SHAWN LEAH	0.00	3,571.73
186726	2/5/2024	02448	BROWN, PATRICK JAMES	0.00	3,905.76
186727	2/5/2024	04203	CERVANTES, MIRANDA LYNN	0.00	3,268.34
186728	2/5/2024	05387	DORSEY, ANDREW O	0.00	4,781.79
186729	2/5/2024	03445	HOOVER, JULIE ANN	0.00	5,320.91
186730	2/5/2024	05290	MELSON, LIVIAN S	0.00	2,324.82
186731	2/5/2024	04862	MILLER, CHRISTOPHER RAYCE	0.00	6,419.95
186732	2/5/2024	03928	MILLER, LAUREN MAE	0.00	5,046.11
186733	2/5/2024	05059	NAKIC, MONIKA	0.00	4,134.92
186734	2/5/2024	05386	REYES JR, FELIX SHAFFER	0.00	5,039.10
186735	2/5/2024	05117	TORRES, JURY IVON	0.00	3,905.56
186736	2/5/2024	02926	BOURBON, VICKI A	0.00	0.00
186737	2/5/2024	05306	BUSH, JACLYN	0.00	2,957.22
186738	2/5/2024	02450	CHILTON, BRENDA KAY	0.00	4,905.56

Payroll Final Check List

BENTON COUNTY

01/01/2024 to 01/31/2024- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
186739	2/5/2024	05280	NATERAS, SELENIA	0.00	3,238.65
186740	2/5/2024	02501	ROE, LORENE FAY	0.00	5,177.80
186741	2/5/2024	05029	SUAZO, AMY MARIE	0.00	3,561.37
186742	2/5/2024	05447	BLASDEL, JEREMY ROBERT	0.00	4,080.78
186743	2/5/2024	05418	BRYNER, JONATHAN MICHAEL	0.00	3,779.63
186744	2/5/2024	04802	HARRIS, JESSICA FRANCINE	0.00	3,966.11
186745	2/5/2024	02714	JOHNSON, MARY MICHELLE	0.00	4,015.69
186746	2/5/2024	05082	O'BRIEN, BRAD LEE	0.00	6,608.15
186747	2/5/2024	04523	TAYLOR, TROY JAMES	0.00	4,892.89
186748	2/5/2024	05193	TIPLADY, GARY J	0.00	4,208.93
186749	2/5/2024	04508	BLAIN, ROBERT LEE	0.00	9,300.41
186750	2/5/2024	04786	CALHOUN, DEBORAH C	0.00	5,493.81
186751	2/5/2024	04928	HOPE, DANICA ANGELA	0.00	4,522.34
186752	2/5/2024	05235	OLLERO, RILEY AUGUSTIN	0.00	7,447.25
186753	2/5/2024	04907	OROPEZA, AIMEE MARIE	0.00	4,885.02
186754	2/5/2024	04365	SCHUT, PAUL THOMAS	0.00	5,842.96
186755	2/5/2024	05107	ENRIQUEZ BAEZ, REBECCA M	0.00	319.12
186756	2/5/2024	04697	AGUILAR-MALDONADO, MARIA DEL C	0.00	4,441.43
186757	2/5/2024	00051	BINGMAN, SHERRY L	0.00	4,124.21
186758	2/5/2024	05931	BORQUEZ, ALEJANDRA	0.00	2,445.11
186759	2/5/2024	04494	BROWN, SHAUNA MARIE	0.00	3,521.50
186760	2/5/2024	05098	COFFLAND, SAMANTHA MAE	0.00	3,888.01
186761	2/5/2024	00100	DELVIN, JOSEPHINE	0.00	6,039.70
186762	2/5/2024	05281	DICKHOFF, JANE ELIZABETH	0.00	4,891.27
186763	2/5/2024	05388	GLATT, GABRIELA ELIZABETH	0.00	3,260.54
186764	2/5/2024	04979	GLUBRECHT, ALLISON	0.00	3,764.95
186765	2/5/2024	05269	GRECO, SHELIE LYNN	0.00	3,256.32
186766	2/5/2024	02674	HUDSON, PETER M	0.00	3,896.71
186767	2/5/2024	02339	HUNSAKER, LAURIE ANN	0.00	4,333.09
186768	2/5/2024	05217	MASCORRO, AMANDA	0.00	3,665.42
186769	2/5/2024	05430	MEDINA, CLAUDIA M	0.00	3,162.23
186770	2/5/2024	05063	MUNOZ, RUBY	0.00	3,709.75
186771	2/5/2024	04135	MURRY, CAMAS MARIE	0.00	4,261.75
186772	2/5/2024	05174	MURRY, MICHELLE CARLENE	0.00	3,717.28
186773	2/5/2024	03702	OSBORNE, ELAINE M	0.00	5,428.01
186774	2/5/2024	05426	PALOMAREZ, TRACIE LINETTE	0.00	1,074.55
186775	2/5/2024	04299	PANTHER, JOHN MARK	0.00	4,103.47
186776	2/5/2024	03171	PLOWMAN, DARCY D ANN	0.00	5,185.10

Payroll Final Check List

BENTON COUNTY

01/01/2024 to 01/31/2024- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
186777	2/5/2024	05218	RICHIED, DENNIECE MEGAN	0.00	3,700.27
186778	2/5/2024	02644	ROBERTSON, CYNTHIA JEAN	0.00	3,784.31
186779	2/5/2024	05307	ROGERS, MARJORIE ARLENE	0.00	3,116.21
186780	2/5/2024	05222	RUSSELL, JENNA MARIE	0.00	3,438.86
186781	2/5/2024	03887	SAKOTA, LORI ANNE	0.00	3,908.74
186782	2/5/2024	05396	SHIRLEY, AMY LYNN	0.00	3,354.75
186783	2/5/2024	05326	SIERRA, MELISSA RENEE	0.00	3,507.21
186784	2/5/2024	04709	SOLLMAN, CHRISTINE PHIPPS	0.00	4,178.95
186785	2/5/2024	05273	THURMAN, VERONICA KATHLEEN	0.00	3,531.30
186786	2/5/2024	00601	WAGAR-WEIDNER, SARAH ANN	0.00	4,026.82
186787	2/5/2024	00067	TANNER, JUDY D	0.00	5,237.51
186788	2/5/2024	05278	GASTON, BRITNIE ELYSE	0.00	3,477.08
186789	2/5/2024	05144	HALBERT, ERICA A	0.00	3,534.54
186790	2/5/2024	04627	KARCH, BETHANY GRACE	0.00	4,064.47
186791	2/5/2024	05220	MCINTOSH, KAYLA NICOLE	0.00	3,302.00
186792	2/5/2024	04618	SAUNDERS, KIM MICHELLE	0.00	3,941.10
186793	2/5/2024	05260	STEELE, SONDRA KAY	0.00	2,785.46
186794	2/5/2024	05316	ALVAREZ, MICHAEL	0.00	7,152.42
186795	2/5/2024	04245	DELVIN, JEROME L	0.00	6,272.57
186796	2/5/2024	02037	FLORES, MARILU	0.00	4,280.42
186797	2/5/2024	03481	IVEY, LINDA J	0.00	9,838.66
186798	2/5/2024	04649	MACPHERSON, JERROD BRUCE	0.00	11,553.25
186799	2/5/2024	05081	MCKAY JR, WILLIAM DEAN	0.00	8,526.86
186800	2/5/2024	05413	PEARSON, AMANDA CHRISTINE	0.00	2,876.78
186801	2/5/2024	04384	RASMUSSEN, MATTHEW STEPHEN	0.00	13,043.61
186802	2/5/2024	05383	WEBB, NICOLE MARIE	0.00	4,617.11
186803	2/5/2024	05379	HARDIN, SHARON KAY	0.00	1,353.76
186804	2/5/2024	03566	HEWITT, EILEEN MARIE HOLMAN	0.00	3,863.34
186805	2/5/2024	03557	ELSTON, JODI LEE	0.00	2,222.37
186806	2/5/2024	05134	JENSEN, BROOKE	0.00	1,892.37
186807	2/5/2024	04251	LEACH, WILLIAM CHARLES	0.00	6,504.48
186808	2/5/2024	04849	LEE, NICOLE JANELLE	0.00	3,601.33
186809	2/5/2024	05378	TIMMONS, JLYN RENEE	0.00	2,302.21
186810	2/5/2024	05228	WICKLINE, SCOTLAND ODONNELL	0.00	2,210.37
186811	2/5/2024	05168	ALCANTAR, SYNTHIA	0.00	4,440.21
186812	2/5/2024	04897	AESCHLIMAN, JUSTIN SAMUEL	0.00	5,404.72
186813	2/5/2024	05150	ALEXANDER, JASON D	0.00	5,495.75
186814	2/5/2024	05415	ANAYA, MARIAH ALICIA	0.00	3,936.50

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186815	2/5/2024	03151	ARMSTRONG, MATTHEW KENNETH	0.00	4,874.73
186816	2/5/2024	05397	BECKMANN, ZACHARY MARTIN	0.00	3,798.66
186817	2/5/2024	03120	BELL, BRYCEN P	0.00	6,459.51
186818	2/5/2024	04882	BELL, KEVIN LEE	0.00	4,073.77
186819	2/5/2024	04978	BERGEVIN, IAN JAMES	0.00	5,092.88
186820	2/5/2024	03051	BLAIR, CHAD L	0.00	5,053.15
186821	2/5/2024	03914	BLUMENTHAL, TERRY MARVIN	0.00	4,664.23
186822	2/5/2024	04839	BOSTELMAN, THOMAS E	0.00	5,088.90
186823	2/5/2024	05166	BROWNING, RONALD ALLEN	0.00	3,677.80
186824	2/5/2024	03378	BULLINGTON, BRADLEY HAROLD	0.00	5,327.08
186825	2/5/2024	05181	CALDERA JR, FELIPE	0.00	4,504.63
186826	2/5/2024	04583	CASTELLANOS, MARIA G	0.00	4,806.39
186827	2/5/2024	05406	CHAPMAN II, DAVID CHARLES	0.00	3,041.33
186828	2/5/2024	03491	CLARK, MICHELLE	0.00	4,532.38
186829	2/5/2024	03898	COMBS, JOSHUA ISAAC	0.00	7,605.07
186830	2/5/2024	05441	CONWAY, DANIELLE MARIE	0.00	3,759.70
186831	2/5/2024	03010	COULSON, LARRY CHARLES	0.00	5,037.46
186832	2/5/2024	04239	COX JR, JONATHAN N	0.00	6,025.10
186833	2/5/2024	03798	DAVISON, TIMOTHY PATRICK	0.00	5,142.01
186834	2/5/2024	02397	DEGRAAF, JONATHAN ANDREW	0.00	5,190.82
186835	2/5/2024	04467	DELEON, GUILLERMO A	0.00	5,085.23
186836	2/5/2024	04896	DODGE, BRICE JONATHAN	0.00	4,285.29
186837	2/5/2024	03740	DRASKOVIC, BORIS	0.00	4,352.17
186838	2/5/2024	01989	DURY, MONA MEON	0.00	4,286.54
186839	2/5/2024	04767	ELFERING, JOHN C	0.00	5,188.38
186840	2/5/2024	00179	FINLEY, DANIEL M	0.00	5,319.66
186841	2/5/2024	04524	GARCIA, SHAMEKA JOSEPHINE	0.00	4,936.50
186842	2/5/2024	05153	GENACK, KENNETH MICHAEL	0.00	3,724.16
186843	2/5/2024	03267	GILMORE, HUBERT EDWARD	0.00	5,059.78
186844	2/5/2024	02768	GONSALVES, KANDY MARIE	0.00	4,195.57
186845	2/5/2024	03147	GRALL, CHAD WILLIAM	0.00	4,587.65
186846	2/5/2024	03475	GRIMM, SHANE O	0.00	5,054.31
186847	2/5/2024	02500	GUERRERO JR, ROBERT	0.00	7,489.83
186848	2/5/2024	03559	GUNDERSON, MATTHEW S	0.00	4,179.70
186849	2/5/2024	05438	GUSAR, VIOLETTA ANN	0.00	3,011.87
186850	2/5/2024	05434	GUZMAN CAMACHO, HUGO JUNIOR	0.00	4,047.94
186851	2/5/2024	03649	HANNAMAN, GLENN OWEN	0.00	5,973.03
186852	2/5/2024	05439	HAZEN, MADILYN ROSE	0.00	2,754.73

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186853	2/5/2024	04838	HERNANDEZ, JOSHUA DAVID	0.00	4,470.01
186854	2/5/2024	05012	JAMISON, JORAEL REED	0.00	5,305.24
186855	2/5/2024	04747	JONES, CHRISTIAN JAMES	0.00	4,562.93
186856	2/5/2024	05319	KAEHLER, JASON D	0.00	4,876.20
186857	2/5/2024	02969	KANE, CINDI DIANA	0.00	5,005.35
186858	2/5/2024	03663	KIST, KASEY L	0.00	5,792.12
186859	2/5/2024	04658	KNAPP, MELISSA RENAE	0.00	3,497.45
186860	2/5/2024	05429	KOCHEL, KACE REED	0.00	3,697.44
186861	2/5/2024	05254	KWANT, MARTIN ALLEN	0.00	5,281.34
186862	2/5/2024	04379	LANGSTON, ERIK L	0.00	5,052.64
186863	2/5/2024	05432	LEAVITT, ROCHELLE DAWN	0.00	4,103.73
186864	2/5/2024	03026	LEE, RICHARD CORY	0.00	4,823.52
186865	2/5/2024	02363	MARKHAM, KRISTI LEE	0.00	4,372.11
186866	2/5/2024	05408	MATA, ANTHONY ANDREW	0.00	3,746.93
186867	2/5/2024	02989	MCCANTS, DIANNE LOUISE	0.00	2,488.23
186868	2/5/2024	01936	MCCULLUGH, LORI LYNN	0.00	4,204.05
186869	2/5/2024	02932	MCMASTER II, GORDON C	0.00	5,249.37
186870	2/5/2024	04827	MERCADO, ISRAEL ANTHONY	0.00	4,764.52
186871	2/5/2024	04787	MEYERS, JULIE ANN	0.00	4,355.47
186872	2/5/2024	03856	MILLER, DANIEL P	0.00	4,695.89
186873	2/5/2024	05437	MORA PULIDO, BRIAN	0.00	3,657.04
186874	2/5/2024	03224	MORFIN, SAUL ISAIAS	0.00	4,772.68
186875	2/5/2024	05375	MULHOLLAND, JAKOB AUSTIN	0.00	3,973.19
186876	2/5/2024	03154	MUNOZ, JON SEBASTIAN	0.00	4,794.37
186877	2/5/2024	03669	MURRY JR, DALLAS M	0.00	7,140.83
186878	2/5/2024	02986	NEWTON, BRIAN DINGWALL	0.00	4,468.66
186879	2/5/2024	02576	NICHOLS, JOEL ROBERT	0.00	4,415.93
186880	2/5/2024	05158	ONEILL, DESIREE MARIE	0.00	2,926.79
186881	2/5/2024	04102	ORELLANA, HEBER ISAI	0.00	3,785.97
186882	2/5/2024	03040	PEREZ, MARIA ISABEL	0.00	4,527.44
186883	2/5/2024	05258	PHILLIPS, JORDAN	0.00	6,243.61
186884	2/5/2024	04506	PHILLIPS, ZACHARY M	0.00	5,120.73
186885	2/5/2024	04772	RAY, REGINA ANN	0.00	2,505.22
186886	2/5/2024	03054	REES, JONAS C	0.00	5,481.69
186887	2/5/2024	03611	RENDALL, LANCE A	0.00	5,020.56
186888	2/5/2024	03617	RODRIGUEZ JR, RAUL	0.00	4,437.75
186889	2/5/2024	00672	ROLLOSSON, PATRICK A	0.00	3,693.88
186890	2/5/2024	03095	RUIZ, JOSE ANGEL	0.00	5,094.26

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186891	2/5/2024	05373	SALLEE, TREVOR JORDAN	0.00	4,196.57
186892	2/5/2024	05302	SANCHEZ NUNEZ, ELIAS ALEJANDRO	0.00	3,404.88
186893	2/5/2024	05414	SANTANA, ANTONIO	0.00	3,592.34
186894	2/5/2024	05407	SAWYER, NOAH CHARLES	0.00	2,754.58
186895	2/5/2024	03213	SHELTON, JOSHUA TRAY	0.00	7,284.21
186896	2/5/2024	04489	SLATER, LACEY LYNN	0.00	6,308.63
186897	2/5/2024	00514	SLEATER, TAMMY MAY	0.00	3,684.30
186898	2/5/2024	03204	SMALL, LISA MICHELLE	0.00	4,902.77
186899	2/5/2024	05327	SMITH, ASA D	0.00	4,210.55
186900	2/5/2024	03768	SMITH, BRANT R	0.00	5,072.16
186901	2/5/2024	04616	SMITH, JESSE GORDON	0.00	5,394.23
186902	2/5/2024	03231	TANSKA, RYAN THOMAS	0.00	5,055.51
186903	2/5/2024	05433	VALENCIA, JOSMAR	0.00	3,847.34
186904	2/5/2024	03532	VANDINE, CARRIE L	0.00	4,345.78
186905	2/5/2024	02559	VANDINE, CHAD T	0.00	5,696.06
186906	2/5/2024	02556	WEAVER, SARA JANE	0.00	4,781.54
186907	2/5/2024	03555	WILLIAMS, COREY J	0.00	5,234.19
186908	2/5/2024	04428	WYLAND, FRANCES LYN	0.00	3,455.18
186909	2/5/2024	05444	ZAMUDIO, VANESSA GARZA	0.00	3,289.47
186910	2/5/2024	03092	ESSMAN-COOPER, DEBBIE SUE	0.00	3,282.14
186911	2/5/2024	03044	HOFSTAD, SEAN ANTHONY	0.00	5,067.84
186912	2/5/2024	02916	ISAACSON, DARRELL GENE	0.00	4,685.78
186913	2/5/2024	03718	WYLAND, BRENT JAMES	0.00	4,524.73
186914	2/5/2024	05027	SHELTON, CODY DANIEL	0.00	4,537.37
186915	2/5/2024	04985	BARNHART, MICHAEL JAMES	0.00	6,270.52
186916	2/5/2024	04840	BRANDON, CASEY MICHAEL W	0.00	5,307.22
186917	2/5/2024	04322	ENGEL, JASON CHRISTOPHER	0.00	6,488.67
186918	2/5/2024	04308	GARCIA, MANUEL ALEJANDRO	0.00	6,455.50
186919	2/5/2024	03201	HEARD, ROBERT FAUSTO	0.00	7,474.22
186920	2/5/2024	05103	KILDALL, BRANDON JOHN	0.00	5,145.59
186921	2/5/2024	05357	MORENO, FELICITAS MARGARITA	0.00	2,987.34
186922	2/5/2024	04278	PETTY, AIMEE M	0.00	4,134.73
186923	2/5/2024	02487	VELASQUEZ, IAN JOSEPH	0.00	6,944.75
186924	2/5/2024	02718	BROWN, TIM CRAIG	0.00	5,717.69
186925	2/5/2024	03836	ALDRICH, LYNN IRENE	0.00	4,295.38
186926	2/5/2024	05276	ASHLEY, JENNIFER RENEE	0.00	2,965.86
186927	2/5/2024	04247	AZURE, JENNIFER MELISSA	0.00	12,779.85
186928	2/5/2024	03874	BELL, JAMES FLOYD	0.00	11,249.74

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186929	2/5/2024	05197	DE LA CRUZ, VANESSA YESENIA	0.00	3,902.88
186930	2/5/2024	05423	DIAZ, ALICIA MAE	0.00	1,494.22
186931	2/5/2024	02277	DOCKEN, JUDY LOPEZ	0.00	4,995.61
186932	2/5/2024	04983	FULLER, CHRISTINA M	0.00	3,387.14
186933	2/5/2024	05111	GONZALEZ, ALLYSIA NOELLE	0.00	4,104.11
186934	2/5/2024	05385	GOODENOUGH, MELISSA LYNNE	0.00	3,196.99
186935	2/5/2024	02679	HAMANN, ROSEMARY	0.00	4,297.41
186936	2/5/2024	04832	HARRIS, MARY FRANCES	0.00	4,075.62
186937	2/5/2024	03734	HILL, WANCHAI J	0.00	3,888.24
186938	2/5/2024	03784	KATHREN, DANIEL FORMAN	0.00	11,086.37
186939	2/5/2024	02164	KUH, PEI-LING C	0.00	4,271.64
186940	2/5/2024	04133	LEWIS, ARIESS DANIELLE	0.00	3,341.16
186941	2/5/2024	05372	LOGAN, JANELLE LYNETTE	0.00	3,878.83
186942	2/5/2024	05270	MARTINEZ, CHELSIE S	0.00	3,656.45
186943	2/5/2024	05442	MARTINEZ GONZALEZ, LAURA YANET	0.00	3,265.65
186944	2/5/2024	04879	MENDOZA, LORENA MARTINEZ	0.00	4,321.97
186945	2/5/2024	03492	MILLIUS, JENNIFER L	0.00	4,827.02
186946	2/5/2024	03801	NULPH, KAREN LYNN	0.00	3,780.21
186947	2/5/2024	05382	OLIVERA, DEYSI JANET	0.00	0.00
186948	2/5/2024	04287	PHILLIPS, RACHEL JO ANN	0.00	4,121.90
186949	2/5/2024	03748	SAENZ, VERONICA	0.00	4,424.09
186950	2/5/2024	00603	SANCHEZ, NORMA R	0.00	4,341.16
186951	2/5/2024	05369	SHERBURN, RYLEE NICOLE	0.00	3,682.50
186952	2/5/2024	01927	TANNER JR, TERRY M	0.00	7,716.38
186953	2/5/2024	04254	WATTS, AMANDA SUZANNE	0.00	5,172.81
186954	2/5/2024	04094	WILLIAMS, JOHN S	0.00	3,672.07
186955	2/5/2024	03996	WRIGHT, HEATHER ANN	0.00	3,968.70
186956	2/5/2024	04678	ZIOBRO, JOHN STEPHEN	0.00	9,644.76
186957	2/5/2024	04819	DAVIES, KATIE DIANE	0.00	4,041.25
186958	2/5/2024	04605	FLORES, JAIME JAVIER	0.00	4,179.50
186959	2/5/2024	05267	PESINA, PATTRISHA A	0.00	4,559.33
186960	2/5/2024	04816	TESTERMAN, JENNIFER	0.00	3,893.21
186961	2/5/2024	05122	TORRES, JAMES MICHAEL	0.00	4,609.23
186962	2/5/2024	04899	WASHBURN, RYAN LEE	0.00	4,109.81
186963	2/5/2024	04046	WEBB, JENNIFER LYNN	0.00	3,726.85
186964	2/5/2024	00063	ROJAS, ROSA M	0.00	3,821.98
186965	2/5/2024	04383	DAVIDSON, GRACE KINZEY	0.00	4,233.45
186966	2/5/2024	05262	FOX, TRACIE LYNNE	0.00	3,166.59

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186967	2/5/2024	03448	HATFIELD, AMANDA M	0.00	5,561.12
186968	2/5/2024	05200	SEVERSON, ABIGAIL ANN	0.00	3,220.94
186969	2/5/2024	04000	TORRES, GERARDO JERRY	0.00	4,600.35
186970	2/5/2024	05300	BROWN, DIANA ELAINE	0.00	5,870.04
186971	2/5/2024	05367	COX, ALEXANDER KURTIS	0.00	3,367.12
186972	2/5/2024	05261	FRENCH, THOMAS EDWARD	0.00	8,559.58
186973	2/5/2024	04746	POND, CHRISTOPHER JOHN	0.00	4,181.97
186974	2/5/2024	05284	RODRIGUEZ, JORGE H	0.00	6,336.26
186975	2/5/2024	05345	BENNETT, DUANE LEE	0.00	3,689.33
186976	2/5/2024	03713	JONES, THOMAS JEFFEREY	0.00	6,470.34
186977	2/5/2024	05351	MARINO, ANTHONY JAMES	0.00	3,114.90
186978	2/5/2024	04060	MATTHEWS, GARY R	0.00	6,005.75
186979	2/5/2024	04545	NEWELL, TRACY ALLEN	0.00	5,169.11
186980	2/5/2024	05265	PEVEY, STEVEN RAY	0.00	3,416.67
186981	2/5/2024	05364	RIVERA, ALEX	0.00	3,674.65
186982	2/5/2024	04853	SEE, THOMAS WAYNE	0.00	3,608.31
186983	2/5/2024	05344	STANLEY, TYSEN SCOTT	0.00	2,858.23
186984	2/5/2024	05355	STEPHENS, JAY W	0.00	3,469.57
186985	2/5/2024	04529	VAN DEVENTER, JOHN	0.00	3,601.58
186986	2/5/2024	02968	WAGGONER, DANIEL CHARLES	0.00	6,338.57
186987	2/5/2024	05259	DIAZ, RUTH YESSICA	0.00	3,470.28
186988	2/5/2024	05277	LEFEBURE, JOHN W	0.00	3,491.98
186989	2/5/2024	05227	CALDWELL, ANNESLEY NOEL	0.00	3,677.81
186990	2/5/2024	00284	CALDWELL, GLORIA	0.00	3,628.16
186991	2/5/2024	05096	COBURN, TARA MARIE	0.00	3,627.07
186992	2/5/2024	05301	CONTRERAS, LUCY ANN	0.00	2,933.53
186993	2/5/2024	05054	DEROOS, DIANA PATRICIA	0.00	2,958.05
186994	2/5/2024	03872	ERICKSON, MARIA L	0.00	4,589.28
186995	2/5/2024	02050	HORTON, DEENA R	0.00	4,469.77
186996	2/5/2024	05230	KOCH, HAYLIE DEANNE	0.00	2,868.14
186997	2/5/2024	02766	LUCATERO, NIRIA DALILA	0.00	3,627.14
186998	2/5/2024	05160	PEDERSON, PAXTON DONALD	0.00	3,278.63
186999	2/5/2024	05285	PENA, DANIELLE TAYLOR	0.00	3,343.38
187000	2/5/2024	05192	RAMIREZ, MAGALI	0.00	3,141.12
187001	2/5/2024	02261	SULLIVAN, KYLE ROBERT	0.00	7,827.96
187002	2/5/2024	05009	GILMOUR, ANGELA DEAN	0.00	3,381.31
187003	2/5/2024	05360	JENKINS, WAYNE	0.00	5,025.53
187004	2/5/2024	05365	MEDINA, ARACELI	0.00	2,351.59

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187005	2/5/2024	00910	CAUGHEY, STEPHEN LEE	0.00	5,060.97
187006	2/5/2024	02712	CHRISTEN, MARY JEANETTE	0.00	5,037.46
187007	2/5/2024	02354	DUFAULT, TAMARA ANN	0.00	4,291.79
187008	2/5/2024	05245	BOOGAARD, RUTH ELLEN	0.00	3,834.49
187009	2/5/2024	04745	HAMBY, DAVID JOSEPH	0.00	4,852.92
187010	2/5/2024	03949	LOCKHAVEN, KIP M	0.00	1,240.75
187011	2/5/2024	05350	MORALES, JAVIER	0.00	770.03
187012	2/5/2024	02960	GRALL, TROY A	0.00	5,291.07
187013	2/5/2024	05299	ABARCA V, OMAR URIEL	0.00	4,676.34
187014	2/5/2024	03915	ADAMS, CHRISTINE P	0.00	3,811.16
187015	2/5/2024	05060	AGUILAR, NATALY IZABEL	0.00	4,098.34
187016	2/5/2024	05331	ALEJANDRE, IVAN ZARAGOZA	0.00	705.85
187017	2/5/2024	02725	ARDAMICA, KAREN ANN	0.00	1,755.86
187018	2/5/2024	02287	BAKER, JOSEPH W	0.00	4,144.47
187019	2/5/2024	05416	BONNEY, ASHLEY BLYTHE	0.00	463.33
187020	2/5/2024	05236	BONNEY, KEITH LOUIS	0.00	71.26
187021	2/5/2024	03259	BROWN, LINDA MAE	0.00	4,260.78
187022	2/5/2024	02696	BUECHLER, DANIEL JOSPEH	0.00	6,423.56
187023	2/5/2024	04264	CALLENDER, LISA LORRAINE	0.00	4,582.90
187024	2/5/2024	03962	CALLIES, ERIN MARIE	0.00	5,056.86
187025	2/5/2024	05422	CLARK, TIFFANY LANE	0.00	3,039.50
187026	2/5/2024	00559	DAVIDSON, SHEILA SITES	0.00	5,553.76
187027	2/5/2024	05428	ECHEVERRIA BAUTISTA JR, JOSE L	0.00	4,596.49
187028	2/5/2024	05223	ESPIRITU DE LA MORA, CRISTIAN	0.00	3,030.97
187029	2/5/2024	03497	GARCIA, CRYSTAL MARIE	0.00	4,748.43
187030	2/5/2024	03268	GARCIA, ROSA ICELA	0.00	4,719.77
187031	2/5/2024	05058	GRAY, JILL LIBBY	0.00	3,435.19
187032	2/5/2024	02348	HERNANDEZ JR, CORNELIO	0.00	5,766.34
187033	2/5/2024	04823	HODGES, KARLEE RUTH	0.00	136.35
187034	2/5/2024	02565	KELLEY, KATHLEEN ERIN	0.00	5,196.31
187035	2/5/2024	04237	KELLEY, KELLEY LANE	0.00	1,396.38
187036	2/5/2024	05176	KLESHCHOVA, TETIANA	0.00	3,453.72
187037	2/5/2024	00483	LATIMER, TAMSEN	0.00	5,653.37
187038	2/5/2024	05247	LOBODA, ALEKSANDR	0.00	3,944.88
187039	2/5/2024	03751	LOPEZ, JORGE	0.00	5,102.37
187040	2/5/2024	02996	MARKHAM, TIMOTHY ALAN	0.00	6,617.17
187041	2/5/2024	05359	MARQUEZ, JASMINE	0.00	3,386.49
187042	2/5/2024	02868	MERCADO JR, GERALDO VARA	0.00	6,688.81

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187043	2/5/2024	02995	MILLER, LORRAINE LOUISE	0.00	3,730.50
187044	2/5/2024	05435	MOORE, DERIC THOMAS	0.00	2,225.85
187045	2/5/2024	05224	MORRIS, CREW BRANDT	0.00	3,484.77
187046	2/5/2024	05328	OROZCO, BRENDA	0.00	3,186.04
187047	2/5/2024	04870	PACHECO MENDIZABAL, MARIA T	0.00	5,073.15
187048	2/5/2024	02240	PEREZ, YVONNE RODRIGUEZ	0.00	3,423.19
187049	2/5/2024	04836	PERKINS JR, JW	0.00	4,642.45
187050	2/5/2024	02550	PEYTON, JONATHAN CHARLES	0.00	4,417.01
187051	2/5/2024	00901	REYNOLDS, HEATHER D	0.00	3,676.21
187052	2/5/2024	05095	ROSBACH, MARK ALLAN THOMAS	0.00	5,095.60
187053	2/5/2024	02342	RUELAS JR, RUDY	0.00	6,682.21
187054	2/5/2024	05010	SADDLER, CASEY PHILIP	0.00	4,259.05
187055	2/5/2024	04262	SCRIMSHER, SKYLER WAYNE	0.00	4,864.09
187056	2/5/2024	02757	SILVAS, POLLY JANE	0.00	64.18
187057	2/5/2024	04607	SOBERANES, RAFAEL TELLEZ	0.00	5,395.60
187058	2/5/2024	03139	STANKOVICH, JEFFREY MICHAEL	0.00	6,430.16
187059	2/5/2024	05196	STEPHENS, DUSTIN SCOTT	0.00	3,918.86
187060	2/5/2024	05314	THORNTON, BEATRICE OLIVIA	0.00	3,215.93
187061	2/5/2024	03815	TORREY, JONATHAN E	0.00	7,219.05
187062	2/5/2024	02282	VANCE, CAROL ANN	0.00	4,888.44
187063	2/5/2024	00537	WHEELER, DAVID	0.00	5,170.70
187064	2/5/2024	04309	YOUNG, ANDREW EVAN	0.00	4,825.46
187065	2/5/2024	04869	CONE, JACOB STEVEN	0.00	3,291.98
187066	2/5/2024	00461	GOMEZ JR, RAMIRO A	0.00	3,719.91
187067	2/5/2024	02080	GUAJARDO, SHAWN MICHAEL	0.00	3,181.41
187068	2/5/2024	05194	MONTES JR, WILFRIDO	0.00	4,260.87
187069	2/5/2024	03873	NOYOLA JR, NAT	0.00	3,270.65
187070	2/5/2024	03143	OVERVOLD, KRISTIN JOY	0.00	4,287.98
187071	2/5/2024	05336	RODRIGUEZ, ELIZABETH RAMOS	0.00	3,041.29
187072	2/5/2024	02308	AYRES, AMY LYNN	0.00	3,357.12
187073	2/5/2024	03004	COATES-TRAVER, KAYLIE DAWN	0.00	4,754.85
187074	2/5/2024	03723	LUCE, PATRICK N	0.00	5,503.61
187075	2/5/2024	04224	PECK, CALEB B	0.00	5,801.30
187076	2/5/2024	03916	ROSALES, DARBY MARIA ESCALERA	0.00	3,666.05
187077	2/5/2024	04708	ROSKE, BRITTNEY	0.00	4,485.60
187078	2/5/2024	05263	TOEBE, JENNIFER ELLEN	0.00	3,397.18
187079	2/5/2024	04267	MUAI, MICHAEL AARON	0.00	4,930.32
187080	2/5/2024	05244	ALEXANDER, MICHELLE M	0.00	7,555.41

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187081	2/5/2024	04768	DOW, CHARLES HENRY	0.00	10,616.95
187082	2/5/2024	05394	DOWNER, LUCAS GLEN	0.00	7,753.31
187083	2/5/2024	03627	GERRY, DENISE GAY	0.00	6,252.95
187084	2/5/2024	05401	HAZELTON, JESSICA TALITHA	0.00	7,650.61
187085	2/5/2024	03596	KILLGORE, MEGAN ANN	0.00	7,723.58
187086	2/5/2024	05321	BENCE, BRENNAN PARKER	0.00	3,656.15
187087	2/5/2024	04863	MOORE, JENNIFER MICHELLE	0.00	4,073.73
187088	2/5/2024	05282	STONE, BROCK THOMAS	0.00	4,523.42
187089	2/5/2024	05305	SUAREZ LEYVA, DANNA MICHAEL	0.00	1,341.96
187090	2/5/2024	05404	BROWN, ANDREA PAIGE	0.00	2,499.56
187091	2/5/2024	05294	FLOWERS, HEATHER JOY	0.00	4,730.65
187092	2/5/2024	05384	HENRY, DEVON NICOLE	0.00	3,433.36
187093	2/5/2024	05291	NAVE, CARLEE ANN	0.00	10,723.08
187094	2/5/2024	05271	WYANT, ERIC COLEMAN	0.00	5,607.86
187095	2/5/2024	05353	GOMEZ, BONNIE LOUISE	0.00	0.00
187096	2/5/2024	05149	KOERNER, ELIZABETH MARIE	0.00	3,862.80
187097	2/5/2024	05352	RELYEA, NICOLE SELENE	0.00	3,507.17
187098	2/5/2024	05002	WATTS, ANDREA SUZANNE	0.00	4,560.16
187099	2/5/2024	04654	WENDT, GREGORY J	0.00	6,435.46
187100	2/5/2024	04165	WILSON JR, DALE E	0.00	5,041.88
187101	2/5/2024	00116	HUTCHINSON, DONNA J	0.00	4,029.15
187102	2/5/2024	04466	MERCER, MICHELLE LYNN	0.00	4,443.36
187103	2/5/2024	02517	FINKBEINER, MARK LEON	0.00	4,215.01
187104	2/5/2024	04662	ROBISON, CARSON KENT	0.00	2,621.39
187105	2/5/2024	04880	DURAN, BRITTANEE DAWN	0.00	2,870.45
187106	2/5/2024	04685	ASHLEY, TORI LYNE	0.00	3,532.64
187107	2/5/2024	05349	AULTMAN, JEFFREY JOHN	0.00	10,010.43
187108	2/5/2024	00125	BADDLEY, VIRGINIA MARIE	0.00	6,831.21
187109	2/5/2024	05425	BITTON, MAYA GAYLE	0.00	1,200.08
187110	2/5/2024	02207	BLOOR, TERRY J	0.00	9,355.43
187111	2/5/2024	01930	BROWN, RYAN KELLY	0.00	6,586.94
187112	2/5/2024	05101	CASTELLANO, JORDAN CATHERINE	0.00	5,238.58
187113	2/5/2024	04288	CHAU, ANNIE XIAOPENG	0.00	6,397.97
187114	2/5/2024	04432	CLARK, ANDREW J	0.00	7,249.81
187115	2/5/2024	04479	CLARK, TAYLOR ANN	0.00	7,265.69
187116	2/5/2024	04010	EISINGER, ERIC B	0.00	12,620.01
187117	2/5/2024	02810	FARABEE, ADRIENNE	0.00	6,269.55
187118	2/5/2024	04485	FRALEY, CLARISSA MARIE	0.00	5,824.93

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187119	2/5/2024	05190	GONZALEZ, ALONDRA LIZETH	0.00	3,065.22
187120	2/5/2024	05253	GRANDGEORGE, TYLER CHRISTIAN	0.00	4,716.24
187121	2/5/2024	04128	HALLMAN, TAYLOR RAEANNE	0.00	2,892.15
187122	2/5/2024	05371	HOLT, LEEANN MING YEE	0.00	5,997.93
187123	2/5/2024	04614	HOUCK, HOPE CAROLINE SUZETTA	0.00	5,368.74
187124	2/5/2024	05173	LEAVITT, MELYSSA MAE	0.00	2,921.89
187125	2/5/2024	04505	LILLY, JOSHUA JAMES	0.00	6,331.38
187126	2/5/2024	02432	LONG, JULIE ELIZABETH	0.00	9,685.56
187127	2/5/2024	05335	MARTINEZ BIRRUETA, MARTHA B	0.00	2,965.38
187128	2/5/2024	04415	MASSEY, ALICIA RAYE	0.00	4,924.80
187129	2/5/2024	05308	MCALOON, STEPHANIE	0.00	6,002.98
187130	2/5/2024	02687	MURSTIG, MARTHA ELIZABETH	0.00	5,534.76
187131	2/5/2024	05073	MURSTIG, RACHEL LYNN	0.00	2,980.19
187132	2/5/2024	05346	NAVARRETE-ALBINO, GABRIELA	0.00	3,156.37
187133	2/5/2024	04665	NYE, JAIMI JO	0.00	4,586.70
187134	2/5/2024	05286	PARKER, CHELSEA ELIZABETH	0.00	5,472.46
187135	2/5/2024	04648	PENA, ISRAELEE TABITHA	0.00	4,972.41
187136	2/5/2024	03048	PETRA, ANITA ISABELLE	0.00	6,313.70
187137	2/5/2024	01900	POCHERT, CHERYL LEANN	0.00	5,882.94
187138	2/5/2024	05264	RISER, JEREMY M	0.00	5,261.99
187139	2/5/2024	03818	ROBEY, RAINEE D	0.00	4,196.13
187140	2/5/2024	04898	SEGOVIA SALGADO, ANA KAREN	0.00	5,472.71
187141	2/5/2024	05389	SEMPEL, BROOKE WILLOW	0.00	6,189.27
187142	2/5/2024	02767	SKEELS, TIMOTHY ALLEN	0.00	5,510.31
187143	2/5/2024	05338	TAPIA, JEANETTE	0.00	0.00
187144	2/5/2024	05090	UMEMOTO, MADISON LEEANN	0.00	4,021.80
187145	2/5/2024	05110	WARREN, JESSICA SHANNON	0.00	3,717.12
187146	2/5/2024	05100	WHISMAN, KARLEY ANNE	0.00	5,907.45
187147	2/5/2024	05229	GOMEZ, CATALINA VALENCIA	0.00	3,115.37
187148	2/5/2024	04291	REYNOLDS, DESIREE RENEA	0.00	4,492.96
187149	2/5/2024	05097	SALLEE, MIKAYLA KRISTY	0.00	4,187.80
187150	2/5/2024	05089	ARROYO, CORNELIO	0.00	3,268.36
187151	2/5/2024	05410	HOLBROOK, HOLAI LU	0.00	7,696.74
187152	2/5/2024	04689	JONES, HEATHER LYN	0.00	4,775.42
187153	2/5/2024	03437	LEMOS, ALMA	0.00	5,483.57
187154	2/5/2024	03707	MCROBERTS, KRISTIN MARIE	0.00	9,860.54
187155	2/5/2024	05325	MORALES, MICHELLE L	0.00	8,055.74
187156	2/5/2024	04476	MURPHY, DEMETRA ROCHELLE	0.00	4,467.03

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187157	2/5/2024	04753	RISLEY, MEAGHAN KATHRINE	0.00	4,092.95
187158	2/5/2024	04475	ROEHM, BRITTNIE ELIZABETH	0.00	7,069.55
187159	2/5/2024	03666	SIEFKEN, BRENDAN M	0.00	7,519.86
187160	2/5/2024	04394	GODINEZ, SONIA	0.00	4,967.65
187161	2/5/2024	02352	WOLF, FRANCIS JOSEPH	0.00	3,891.80
187162	2/5/2024	04332	BERRY, SHELA JASMINE	0.00	5,274.29
187163	2/5/2024	05170	MAHONEY, MATT F	0.00	8,576.34
187164	2/5/2024	04841	KILLMAN, JUSTIN S	0.00	4,136.11
187165	2/5/2024	05003	ROBERTS, JACOB JOSEPH	0.00	2,355.88
187166	2/5/2024	02021	ROCHLEAU, KEN CRAIG	0.00	4,861.64
187167	2/5/2024	03867	ZAMORA, MICHEAL J	0.00	5,480.00
187168	2/5/2024	03202	MCGHAN, MICHAEL LAVERN	0.00	6,555.24
187169	2/5/2024	05343	KRANTZ, DYLAN RYAN	0.00	2,046.37
187170	2/5/2024	05001	MALLEY, BRIAN L	0.00	3,247.88
187171	2/5/2024	03364	MATA, TONI RENEE	0.00	3,678.38
187172	2/5/2024	03209	MAYFIELD, JACLYN LEE	0.00	4,406.60
187173	2/5/2024	05436	BERRY, KURT M	0.00	5,049.71
187174	2/5/2024	02799	CURTIS, NICHOLAS VANCE	0.00	5,533.10
187175	2/5/2024	04243	DAVIS, VOLNEY T	0.00	5,127.21
187176	2/5/2024	01241	DEINES, RUSSELL JAY	0.00	4,124.43
187177	2/5/2024	02965	ELSTON, WAYNE JEFFREY	0.00	5,073.52
187178	2/5/2024	03903	KUCH, JASON MICHAEL	0.00	6,223.36
187179	2/5/2024	05440	MARSHALL, JOSHUA JAY	0.00	3,151.73
187180	2/5/2024	04887	MCDANIEL, DYLAN BRIAN	0.00	5,831.06
187181	2/5/2024	04323	MCMULLEN, RYAN MICHAEL	0.00	5,641.66
187182	2/5/2024	05086	MORA JR, FRANKIE VINCENT	0.00	5,741.22
187183	2/5/2024	04807	SHORT, JOSEPH W	0.00	5,946.63
187184	2/5/2024	02963	SNYDER, JAMES RAY	0.00	6,614.30
187185	2/5/2024	04846	ZUNKER, ZAKERY A	0.00	2,568.67
187186	2/5/2024	02692	BOVEE, ALLAN SCOTT	0.00	4,921.43
187187	2/5/2024	05136	CASILLAS, ESTELA	0.00	3,786.34
187188	2/5/2024	00366	ELLEDGE, RICHARD SHANE	0.00	5,558.95
187189	2/5/2024	04520	HATFIELD, TAVIS CRAIG	0.00	4,673.96
187190	2/5/2024	03925	LINER, JEFFREY ALAN	0.00	4,007.43
187191	2/5/2024	00893	PERSINGER, ALLEN WESLEY	0.00	4,699.08
187192	2/5/2024	03662	RAWLINGS, CLAYTON L	0.00	5,304.05
187193	2/5/2024	04843	RODRIGUES WOODS, CRISTINA I	0.00	6,521.64
187194	2/5/2024	05033	HAZZARD, BRIAN JAMES	0.00	5,428.16

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187195	2/5/2024	04212	THOMAS, ANDREW CATON	0.00	5,082.29
187196	2/5/2024	04187	HAMLIN, DARRIN R	0.00	7,007.56
187197	2/5/2024	04752	HESTER, JAMES D	0.00	6,266.03
187198	2/5/2024	04477	SMITH, WINSTON LEVI	0.00	4,650.83
187199	2/5/2024	04257	ALLINGTON, JUSTIN LEE	0.00	4,850.03
187200	2/5/2024	05376	BYRNE, BRIAN NOBLE	0.00	5,237.23
187201	2/5/2024	05022	COX, TEEGAN WILLIAM	0.00	4,766.24
187202	2/5/2024	00913	IRBY, DONNY RAY	0.00	5,673.24
187203	2/5/2024	04777	ROESLI, JEFFREY ANTON	0.00	5,441.79
187204	2/5/2024	04673	SCHWARTZ, WILEY LAWRENCE	0.00	5,242.85
187205	2/5/2024	05377	WHITE, TAYLOR JAMES	0.00	6,028.91
187206	2/5/2024	04886	RAVER, SCOTT A	0.00	4,757.31
187207	2/5/2024	00657	CROSKREY, THOMAS J	0.00	8,117.54
187208	2/5/2024	05216	FLINK, MARY ELIZABETH	0.00	3,316.29
187209	2/5/2024	04825	FOLTA, ELENA	0.00	3,726.38
187210	2/5/2024	04760	GILLIES, KATIE LYNN	0.00	5,709.66
187211	2/5/2024	05322	GLASSCOCK, CHARLES G	0.00	3,878.55
187212	2/5/2024	02076	LAW, JON	0.00	10,011.27
187213	2/5/2024	05293	MILLER, RACHEL L	0.00	3,324.53
187214	2/5/2024	05403	CLARK, JORDYN ANN	0.00	752.98
187215	2/5/2024	05249	MENDOZA-ORTIZ, CINDY	0.00	2,316.30
187216	2/5/2024	05145	MIRUS, KAYLA ANN	0.00	3,819.59
187217	2/5/2024	05214	MURILLO, TIFFANY KAYE	0.00	3,035.28
187218	2/5/2024	05366	OROZCO, VERENICE	0.00	2,722.38
187219	2/5/2024	05221	VALLADARES, AALIYAH MARYAH	0.00	2,152.52
187220	2/5/2024	05242	BARRETO BENTO, THIAGO	0.00	3,580.72
187221	2/5/2024	03235	BENITEZ, JEAN-PAUL	0.00	8,679.95
187222	2/5/2024	04680	BOEHNING, CAMERON DWAYNE	0.00	7,637.08
187223	2/5/2024	04893	BOWEN, TIFFANY MARIE	0.00	7,018.26
187224	2/5/2024	02316	CANTU, LEANDRO D	0.00	7,933.52
187225	2/5/2024	05226	CARDOSO, GUSTAVO	0.00	4,630.64
187226	2/5/2024	05182	CARNEAU, MCKAY JAMES	0.00	4,523.36
187227	2/5/2024	03152	CLARK II, MICHAEL JON	0.00	9,897.41
187228	2/5/2024	04349	CLOSSEY, MICHAEL LEONARD	0.00	5,804.32
187229	2/5/2024	04528	CONNER, CLIFTON J	0.00	7,113.67
187230	2/5/2024	05431	COUCH, JENNIFER LEIGH	0.00	4,809.06
187231	2/5/2024	05186	DAWSON, NATHANIEL RAY	0.00	6,362.51
187232	2/5/2024	03456	DENOMA RAMOS, MICHAEL DEAN	0.00	6,601.76

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187233	2/5/2024	03537	FLOHR, ADAM N	0.00	6,024.26
187234	2/5/2024	05032	FORSBERG, LUCAS SHAAN	0.00	5,823.48
187235	2/5/2024	03093	GARCIA, JORGE	0.00	6,465.88
187236	2/5/2024	05392	GEIL, JOSEPH ROBERT	0.00	6,387.50
187237	2/5/2024	04186	GERRY, JUSTIN C	0.00	7,185.44
187238	2/5/2024	04335	GRIFFIN, NATALIE JO	0.00	5,618.39
187239	2/5/2024	04905	HART, PAYTEN RILEY	0.00	952.66
187240	2/5/2024	04667	HERNANDEZ, IVAN	0.00	4,434.07
187241	2/5/2024	03144	HOLLENBECK, DOUGLAS C	0.00	5,679.95
187242	2/5/2024	04418	HULL, RYAN T	0.00	28.37
187243	2/5/2024	03893	JECH, JERRAD D	0.00	7,294.68
187244	2/5/2024	03336	LARSON, GRANT MICHAEL	0.00	7,228.49
187245	2/5/2024	04404	LORENZ, LOUIS RYAN	0.00	10,060.11
187246	2/5/2024	04739	LOYD, RANDY JAMES	0.00	6,252.63
187247	2/5/2024	02426	MAGNUSON, ERIK GERARD	0.00	7,143.67
187248	2/5/2024	04131	MARTINEZ III, ANTONIO	0.00	8,700.50
187249	2/5/2024	02409	MCDERMOTT, MIKE	0.00	7,594.11
187250	2/5/2024	05255	MCGEHEE, NATHAN COLE	0.00	5,774.68
187251	2/5/2024	05315	MCMILLAN, LIAM DARYHA	0.00	4,141.95
187252	2/5/2024	05358	MORFIN, EFREN G	0.00	5,859.91
187253	2/5/2024	04892	MULVANEY, NOLAN P	0.00	7,090.76
187254	2/5/2024	05133	ORTEGA, JONATHAN ISSAC	0.00	5,828.65
187255	2/5/2024	04408	PEREZ, ELIAS	0.00	7,389.04
187256	2/5/2024	04780	PERRY, DEAN SCOTT	0.00	2,546.53
187257	2/5/2024	04814	ROBERTS, CODY GENE	0.00	6,052.18
187258	2/5/2024	03225	RODRICK, EMAN DAVID	0.00	6,237.44
187259	2/5/2024	03474	SUAREZ, ABEL	0.00	6,997.42
187260	2/5/2024	02522	SURPLUS, SCOTT LEE	0.00	6,967.99
187261	2/5/2024	04773	WOODY, TANNER AUSTIN	0.00	6,270.51
187262	2/5/2024	05152	KRONER, MITCHEL JOE	0.00	7,233.78
187263	2/5/2024	03860	MCDERMOTT, STEVEN F	0.00	5,851.27
187264	2/5/2024	03436	OHLER, BRIAN MICHAEL	0.00	6,191.27
187265	2/5/2024	03240	SURPLUS, BRUCE DEAN	0.00	6,655.15
187266	2/5/2024	05211	CERVANTES, EDITH CARRILLO	0.00	2,791.96
187267	2/5/2024	04889	CHILDERS, KENTON REY	0.00	7,647.00
187268	2/5/2024	03153	CLARKE, MATHEW DAVID	0.00	7,472.61
187269	2/5/2024	04414	CROSKREY, JORDAN SAMUEL	0.00	5,568.20
187270	2/5/2024	05199	DE MYER, BRANDEN JAMES	0.00	6,775.66

Payroll Final Check List

BENTON COUNTY

01/01/2024 to 01/31/2024- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
187271	2/5/2024	03880	DONOVAN, ZACHARY ALAN	0.00	7,020.90
187272	2/5/2024	04078	ERICKSON, JASON M	0.00	9,414.20
187273	2/5/2024	04718	FREDERICK, DAVID G	0.00	7,017.77
187274	2/5/2024	00615	GONZALEZ, HORACIO R	0.00	5,392.45
187275	2/5/2024	05188	GUILLEN, ASHLEY	0.00	5,175.43
187276	2/5/2024	04144	HANSEN, BRETT RICHARD	0.00	7,155.58
187277	2/5/2024	05252	HEBERT, ALEXANDRA KAITLIN	0.00	3,615.07
187278	2/5/2024	05443	JENNINGS, ELIDA GRACE	0.00	2,748.27
187279	2/5/2024	05362	KENNEY, MICHELLE JOYCE	0.00	2,814.73
187280	2/5/2024	03014	KORTEN, DANIEL WILLIAM	0.00	7,234.82
187281	2/5/2024	04891	LEINGANG, JAMES LEO	0.00	6,711.05
187282	2/5/2024	04877	MAIER, JOSEPHUS HENRY	0.00	7,293.15
187283	2/5/2024	05074	MARKS, TARA NICHOLE	0.00	6,676.84
187284	2/5/2024	03868	MONDS, SCOTT WILLIAM	0.00	6,320.26
187285	2/5/2024	05333	MURILLO, NATHANIEL	0.00	5,429.67
187286	2/5/2024	02867	RUNGE, SCOTT DAVID	0.00	6,061.07
187287	2/5/2024	05412	STONE, ALAN F	0.00	2,601.40
187288	2/5/2024	03892	TOMREN, PATRICK A	0.00	6,808.24
187289	2/5/2024	04681	BETANCOURTH, ALEJANDRO	0.00	6,030.29
187290	2/5/2024	05119	ESPINDOLA JR, RICARDO	0.00	5,024.61
187291	2/5/2024	05317	BROWN, BRONSON JOE	0.00	11,169.05
187292	2/5/2024	03814	CAMPBELL, DARIN R	0.00	10,662.31
187293	2/5/2024	05275	FIELDS, JAIMEE LYNN	0.00	2,882.47
187294	2/5/2024	05390	HERNANDEZ, CALIXTO	0.00	3,086.69
187295	2/5/2024	05209	HOLT, BRANDON PRICE	0.00	11,720.29
187296	2/5/2024	04535	HOWARD, AMANDA ELLEN	0.00	4,057.06
187297	2/5/2024	04012	HOWELL, ANDREW M	0.00	11,561.90
187298	2/5/2024	05320	HUMPHREYS, CHARLES ANTHONY	0.00	3,442.17
187299	2/5/2024	00614	KING, JOSEPH D	0.00	5,052.16
187300	2/5/2024	05124	KLYM, ARTHUR DEAN	0.00	9,413.78
187301	2/5/2024	04761	KRAAL, DAVID LESTER	0.00	2,861.42
187302	2/5/2024	05143	LOPEZ, ROSARIO ALEJANDRA	0.00	3,631.37
187303	2/5/2024	05409	MASSART, STEPHANIE JANE	0.00	2,212.85
187304	2/5/2024	05324	MATTHEWS, QUINTON	0.00	1,999.41
187305	2/5/2024	02161	MUNOZ, RENEE LYNN	0.00	4,668.42
187306	2/5/2024	03828	PETERSEN, DAVID LEE	0.00	9,057.96
187307	2/5/2024	05198	RODRIGUEZ, NORMA	0.00	9,057.96
187308	2/5/2024	04317	RUFF, DIANA NICOLE	0.00	9,057.96

Payroll Final Check List

BENTON COUNTY

01/01/2024 to 01/31/2024- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
187309	2/5/2024	03496	RUNGE, TIFFANY SUZANNE	0.00	6,542.71
187310	2/5/2024	04720	SALDUA, JOSEE CELESTE	0.00	0.00
187311	2/5/2024	05337	SEVERIN, KHAILA JEAN	0.00	3,061.66
187312	2/5/2024	05129	SMEDSRUD, HANNAH ROSE	0.00	3,808.38
187313	2/5/2024	03787	STAM, JACQUELINE I	0.00	9,057.96
187314	2/5/2024	04722	SWANBERG, SAMUEL PERRY	0.00	9,057.96
187315	2/5/2024	03626	VANNOY, STACI L	0.00	3,713.06
187316	2/5/2024	03969	WHITMIRE, MEGAN ANN	0.00	9,078.68
187317	2/5/2024	03447	ALARCON, SANDRA	0.00	4,194.66
187318	2/5/2024	04732	MCLERRAN, KERRY OWEN	0.00	3,934.43
187319	2/5/2024	05380	ASHCRAFT, PHILLIP DEAN	0.00	2,296.98
187320	2/5/2024	05330	PHELPS, CASEY RYAN	0.00	3,371.26
187321	2/5/2024	03777	SHEA, JACQUELINE J	0.00	9,057.96
187322	2/5/2024	03243	PICKETT, MARSHALL J	0.00	4,064.78
187323	2/5/2024	05402	SANCHEZ, ADRIAN M	0.00	2,990.22
187324	2/5/2024	05393	SISSEL, JENNIFER JEAN	0.00	3,458.48
187325	2/5/2024	02901	BURROWES, JOSEPH MICHAEL	0.00	9,057.96
187326	2/5/2024	04641	RUEGSEGGER, BRIAN	0.00	4,004.91
187327	2/5/2024	01904	FYALL, ADAM J	0.00	6,294.98
187328	2/5/2024	05363	VAAGEN, GLENN VERNON	0.00	5,143.84
187329	2/5/2024	05340	BEGZADIC, NEDZAD	0.00	2,965.98
187330	2/5/2024	04994	BIVINS, VERONICA	0.00	4,345.60
187331	2/5/2024	04148	COLE, ALEXIS ANN	0.00	4,567.21
187332	2/5/2024	04902	DE LEON, LIZBETH	0.00	0.00
187333	2/5/2024	05132	ESPINOSA, KAYLEE MARIE	0.00	2,915.30
187334	2/5/2024	05092	MCCRORY, RAQUEL AVINION	0.00	3,414.18
187335	2/5/2024	05157	SALUD VARGAS, ABELARDO	0.00	3,067.32
187336	2/5/2024	05446	YANEZ, NICOLE ELIZABETH	0.00	3,172.41
187337	2/5/2024	03658	YNIGUEZ, KIRSTEN ANNE	0.00	5,640.34
187338	2/5/2024	05241	SALAZAR, ERIKA LEA	0.00	3,064.07
187339	2/5/2024	04834	HUTCHISON, HEATHER ANN	0.00	3,952.32
187340	2/5/2024	05070	LONG, JESSICA JAY	0.00	3,665.90
187341	2/5/2024	04017	LORENTSEN, LISA RENEE	0.00	4,046.29
187342	2/5/2024	04666	SPENCER JR, KENNETH HERBERT	0.00	7,264.61
187343	2/5/2024	04142	ULRICK, JEANETTE VILLANUEVA	0.00	0.00
187344	2/5/2024	04754	JENNINGS, ALISHA JEAN	0.00	4,018.02
187345	2/5/2024	04412	MORASCH, ADAM L	0.00	6,451.40
187346	2/5/2024	05332	DAVIS, JEFF CHRISTIAN	0.00	4,432.71

Payroll Final Check List

BENTON COUNTY

01/01/2024 to 01/31/2024- Type 1 Cycle bc

Bank: keydd - KEY BANK

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
187347	2/5/2024	05323	LOID, CHRISTOPHER L	0.00	4,610.65
187348	2/5/2024	05368	RAMOS, MIGUEL LUIS	0.00	4,151.29
			Employee Check Totals	**0.00**	**3,108,391.61**
			Bank keydd Totals (648 Forms)	**0.00**	**3,108,391.61**

Payroll Final Check List

BENTON COUNTY

01/01/2024 to 01/31/2024- Type 1 Cycle bc

Bank: keypy - Key Bank - Payroll

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
244349	2/5/2024	05079	OGDEN, SHANNON MICHELLE	2,109.38	0.00
244350	2/5/2024	05451	BUTLER, SPENCER TAYLOR WOODS	3,373.37	0.00
244351	2/5/2024	05456	LINDLEY, MACI JO	63.56	0.00
244352	2/5/2024	04026	MORRIS, DENNIS MYRON	6,953.79	0.00
244353	2/5/2024	05449	CASTANEDA, YESENIA CAYETANO	1,609.05	0.00
244354	2/5/2024	03706	JOHNSON, JENNIFER LEE	1,093.55	0.00
244355	2/5/2024	02402	RAPACZ, KATHARINE B	364.39	0.00
244356	2/5/2024	05448	ZUNIGA, ALEXIS	2,773.95	0.00
244357	2/5/2024	05453	GODINES CRUZ, JESUS JOSE	2,638.67	0.00
244358	2/5/2024	04913	CRUZ JR, NICOLAS	98.47	0.00
244359	2/5/2024	04593	LARIOS, MARCOS SANDOVAL	4,027.75	0.00
244360	2/5/2024	05455	REID, ALLISON VICTORIA	1,774.90	0.00
244361	2/5/2024	05450	MERRILL, BRITTANY LEE	3,349.89	0.00
244362	2/5/2024	05452	DIXON, SONDRA MARGETTE	1,292.38	0.00
244363	2/5/2024	05127	BRECKENRIDGE, EDIE JANE	4,739.91	0.00
244364	2/5/2024	02577	KLIPPERT, BRADLEY ALLEN	7,653.07	0.00
			Employee Check Totals	**43,916.08**	**0.00**
			Bank keypy Totals (16 Forms)	**43,916.08**	**0.00**
			Grand Total	**43,916.08**	**3,108,391.61**

Next Step: Account Posting (AP)

Pay Period is Open (Locked)

Totals Checks and Direct Deposit (664 Forms) **3,152,307.69**

Payroll Final Check List

BENTON COUNTY

02/05/2024 to 02/05/2024- Type S Cycle bc

Bank: keypy - Key Bank - Payroll

Check #	Date	Employee #	Name	Check Amt	Direct Deposit
244365	2/5/2024	03557	ELSTON, JODI LEE	82.53	0.00
244366	2/5/2024	04841	KILLMAN, JUSTIN S	369.40	0.00
244367	2/5/2024	05003	ROBERTS, JACOB JOSEPH	369.40	0.00
244368	2/5/2024	02021	ROCHLEAU, KEN CRAIG	369.40	0.00
244369	2/5/2024	03867	ZAMORA, MICHEAL J	577.95	0.00
244370	2/5/2024	02692	BOVEE, ALLAN SCOTT	369.40	0.00
244371	2/5/2024	04886	RAVER, SCOTT A	369.40	0.00
			Employee Check Totals	**2,507.48**	**0.00**
			Bank keypy Totals (7 Forms)	**2,507.48**	**0.00**
			Grand Total	**2,507.48**	**0.00**

Next Step: Account Posting (AP)

Pay Period is Open (Locked)

Totals Checks and Direct Deposit (7 Forms) **2,507.48**

CASH ACCOUNT: 99900000 11121 AP Wire Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
796	02/05/2024	EFT	101508	B C SHERIFF DEPUTY GUILD	02/05/2024		PY0224E	9,149.50
					CHECK		796 TOTAL:	9,149.50
797	02/05/2024	EFT	101558	B F JUVENILE COURT GUILD	02/05/2024		PY0224E	1,674.75
					CHECK		797 TOTAL:	1,674.75
798	02/05/2024	EFT	104285	BC CORRECTIONS ASSOCIATION	02/05/2024		PY0224E	620.00
					CHECK		798 TOTAL:	620.00
799	02/05/2024	EFT	102673	MISSION SQUARE RETIREMENT	02/05/2024		PY0224E	116,868.24
					CHECK		799 TOTAL:	116,868.24
800	02/05/2024	EFT	103325	NW ADMINISTRATORS	02/05/2024		PY0224E	143,537.40
					CHECK		800 TOTAL:	143,537.40
801	02/05/2024	EFT	104261	UNITED EMPLOYEES BENEFIT TRUST	02/05/2024		PY0224E	598,671.00
					CHECK		801 TOTAL:	598,671.00
802	02/05/2024	EFT	104333	VEBA HRA TRUST	02/05/2024		PY0224E	80,873.65
					CHECK		802 TOTAL:	80,873.65

NUMBER OF CHECKS 7 *** CASH ACCOUNT TOTAL *** 951,394.54

	COUNT	AMOUNT
TOTAL EFT'S	7	951,394.54

*** GRAND TOTAL *** 951,394.54

SEE AUDITOR'S OFFICE FOR BACK UP

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2024 2 523									
APP GF005000-21340					Vouchers Payable			597,533.07	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				951,394.54
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			89,337.01	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			79,507.95	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			11,050.61	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			53,773.69	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340					Vouchers Payable			17,053.21	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP TI850000-21340					Vouchers Payable			1,347.00	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			10,391.67	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			1,526.80	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			9,813.00	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			5,772.71	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			10,417.47	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			19,420.44	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			3,217.45	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			6,341.00	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP AL850000-21340					Vouchers Payable			65.90	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP TO850000-21340					Vouchers Payable			1,810.70	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			6,308.00	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			1,467.00	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP CV850000-21340					Vouchers Payable			5,208.00	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP CC850000-21340					Vouchers Payable			740.86	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP PB850000-21340					Vouchers Payable			1,467.00	
02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			4,401.00	

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
	02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340						Vouchers Payable			13,423.00	
	02/05/2024	PY0224E	PY0224			AP CASH DISBURSEMENTS JOURNAL				
						GENERAL LEDGER TOTAL			951,394.54	951,394.54
APP 99900000-80010						Due To General Fund			597,533.07	
	02/05/2024	PY0224E	PY0224							
APP GF001000-11110						Cash Equity				597,533.07
	02/05/2024	PY0224E	PY0224							
APP 99900000-81480						Due To Public Safety Tax Fund			89,337.01	
	02/05/2024	PY0224E	PY0224							
APP PS810000-11110						Cash Equity				89,337.01
	02/05/2024	PY0224E	PY0224							
APP 99900000-81150						Due To Juvenile Center			79,507.95	
	02/05/2024	PY0224E	PY0224							
APP JC810000-11110						Cash Equity				79,507.95
	02/05/2024	PY0224E	PY0224							
APP 99900000-81160						Due To Inmate Benevolence Fund			11,050.61	
	02/05/2024	PY0224E	PY0224							
APP IB810000-11110						Cash Equity				11,050.61
	02/05/2024	PY0224E	PY0224							
APP 99900000-81010						Due To County Road			53,773.69	
	02/05/2024	PY0224E	PY0224							
APP RD810000-11110						Cash Equity				53,773.69
	02/05/2024	PY0224E	PY0224							
APP 99900000-81080						Due To Human Services			17,053.21	
	02/05/2024	PY0224E	PY0224							
APP HS810000-11110						Cash Equity				17,053.21
	02/05/2024	PY0224E	PY0224							
APP 99900000-81090						Due To Treasurers Inves Pool			1,347.00	
	02/05/2024	PY0224E	PY0224							
APP TI810000-11110						Cash Equity				1,347.00
	02/05/2024	PY0224E	PY0224							
APP 99900000-81110						Due To Election Reserve			10,391.67	
	02/05/2024	PY0224E	PY0224							
APP EL100000-11110						Cash Equity				10,391.67
	02/05/2024	PY0224E	PY0224							
APP 99900000-81350						Due To Sustainable Development			1,526.80	
	02/05/2024	PY0224E	PY0224							
APP SD810000-11110						Cash Equity				1,526.80
	02/05/2024	PY0224E	PY0224							
APP 99900000-81490						Due To Protective Insp Srvs Fd			9,813.00	
	02/05/2024	PY0224E	PY0224							
APP BU810000-11110						Cash Equity				9,813.00
	02/05/2024	PY0224E	PY0224							
APP 99900000-83050						Due To Capital Projects			5,772.71	
	02/05/2024	PY0224E	PY0224							

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 CP810000-11110					Cash Equity				5,772.71
02/05/2024	PY0224E	PY0224							
APP 99900000-85010					Due To Equipment Rental & Rev			10,417.47	
02/05/2024	PY0224E	PY0224							
APP ER810000-11110					Cash Equity				10,417.47
02/05/2024	PY0224E	PY0224							
APP 99900000-85020					Due To Central Services			19,420.44	
02/05/2024	PY0224E	PY0224							
APP IT810000-11110					Cash Equity				19,420.44
02/05/2024	PY0224E	PY0224							
APP 99900000-85030					Due To Workmens Compensation			3,217.45	
02/05/2024	PY0224E	PY0224							
APP WC810000-11110					Cash Equity				3,217.45
02/05/2024	PY0224E	PY0224							
APP 99900000-85040					Due To Insurance Management			6,341.00	
02/05/2024	PY0224E	PY0224							
APP IM810000-11110					Cash Equity				6,341.00
02/05/2024	PY0224E	PY0224							
APP 99900000-85050					Due To Accumulated Leave			65.90	
02/05/2024	PY0224E	PY0224							
APP AL810000-11110					Cash Equity				65.90
02/05/2024	PY0224E	PY0224							
APP 99900000-81120					Due To Treasurers O & M			1,810.70	
02/05/2024	PY0224E	PY0224							
APP TO810000-11110					Cash Equity				1,810.70
02/05/2024	PY0224E	PY0224							
APP 99900000-81240					Due To Fairgrounds Oper Budget			6,308.00	
02/05/2024	PY0224E	PY0224							
APP FG810000-11110					Cash Equity				6,308.00
02/05/2024	PY0224E	PY0224							
APP 99900000-81040					Due To Veterans Assistance Fnd			1,467.00	
02/05/2024	PY0224E	PY0224							
APP VA810000-11110					Cash Equity				1,467.00
02/05/2024	PY0224E	PY0224							
APP 99900000-81200					Due To Crime Victim Comp			5,208.00	
02/05/2024	PY0224E	PY0224							
APP CV810000-11110					Cash Equity				5,208.00
02/05/2024	PY0224E	PY0224							
APP 99900000-81460					Due To Clerks Collection Fund			740.86	
02/05/2024	PY0224E	PY0224							
APP CC810000-11110					Cash Equity				740.86
02/05/2024	PY0224E	PY0224							
APP 99900000-81500					Due To Pest Board			1,467.00	
02/05/2024	PY0224E	PY0224							
APP PB810000-11110					Cash Equity				1,467.00
02/05/2024	PY0224E	PY0224							
APP 99900000-81550					Due To Solid Waste Collection			4,401.00	
02/05/2024	PY0224E	PY0224							
APP SW810000-11110					Cash Equity				4,401.00

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
	02/05/2024	PY0224E	PY0224							
APP 99900000-81600						Due To Behavioral Health			13,423.00	
	02/05/2024	PY0224E	PY0224							
APP BHF81000-11110						Cash Equity				13,423.00
	02/05/2024	PY0224E	PY0224							
						SYSTEM GENERATED ENTRIES TOTAL			951,394.54	951,394.54
						JOURNAL 2024/02/523 TOTAL			1,902,789.08	1,902,789.08

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	523	02/05/2024				
GF001000-11110					Cash Equity			597,533.07
GF005000-21340					Vouchers Payable		597,533.07	
						FUND TOTAL	597,533.07	597,533.07
1010 County Road	2024	2	523	02/05/2024				
RD810000-11110					Cash Equity			53,773.69
RD850000-21340					Vouchers Payable		53,773.69	
						FUND TOTAL	53,773.69	53,773.69
1040 Veterans Assistance Fund	2024	2	523	02/05/2024				
VA810000-11110					Cash Equity			1,467.00
VA850000-21340					Vouchers Payable		1,467.00	
						FUND TOTAL	1,467.00	1,467.00
1080 Human Services	2024	2	523	02/05/2024				
HS810000-11110					Cash Equity			17,053.21
HS850000-21340					Vouchers Payable		17,053.21	
						FUND TOTAL	17,053.21	17,053.21
1090 Treasurers Investment Pool	2024	2	523	02/05/2024				
TI810000-11110					Cash Equity			1,347.00
TI850000-21340					Vouchers Payable		1,347.00	
						FUND TOTAL	1,347.00	1,347.00
1110 Election Reserve	2024	2	523	02/05/2024				
EL100000-11110					Cash Equity			10,391.67
EL500000-21340					Vouchers Payable		10,391.67	
						FUND TOTAL	10,391.67	10,391.67
1120 Treasurers O & M	2024	2	523	02/05/2024				
TO810000-11110					Cash Equity			1,810.70
TO850000-21340					Vouchers Payable		1,810.70	
						FUND TOTAL	1,810.70	1,810.70
1150 Juvenile Center	2024	2	523	02/05/2024				
JC810000-11110					Cash Equity			79,507.95
JC850000-21340					Vouchers Payable		79,507.95	
						FUND TOTAL	79,507.95	79,507.95
1160 Inmate Benevolence Fund	2024	2	523	02/05/2024				

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
IB810000-11110					Cash Equity			11,050.61
IB850000-21340					Vouchers Payable		11,050.61	
						FUND TOTAL	11,050.61	11,050.61
1200 Crime Victim Comp	2024	2	523	02/05/2024				
CV810000-11110					Cash Equity			5,208.00
CV850000-21340					Vouchers Payable		5,208.00	
						FUND TOTAL	5,208.00	5,208.00
1240 Event Center	2024	2	523	02/05/2024				
FG810000-11110					Cash Equity			6,308.00
FG850000-21340					Vouchers Payable		6,308.00	
						FUND TOTAL	6,308.00	6,308.00
1350 Sustainable Development	2024	2	523	02/05/2024				
SD810000-11110					Cash Equity			1,526.80
SD850000-21340					Vouchers Payable		1,526.80	
						FUND TOTAL	1,526.80	1,526.80
1460 Clerks Collection Fund	2024	2	523	02/05/2024				
CC810000-11110					Cash Equity			740.86
CC850000-21340					Vouchers Payable		740.86	
						FUND TOTAL	740.86	740.86
1480 Public Safety Tax Fund	2024	2	523	02/05/2024				
PS810000-11110					Cash Equity			89,337.01
PS850000-21340					Vouchers Payable		89,337.01	
						FUND TOTAL	89,337.01	89,337.01
1490 Protective Inspection Srvs Fnd	2024	2	523	02/05/2024				
BU810000-11110					Cash Equity			9,813.00
BU850000-21340					Vouchers Payable		9,813.00	
						FUND TOTAL	9,813.00	9,813.00
1500 Pest Board	2024	2	523	02/05/2024				
PB810000-11110					Cash Equity			1,467.00
PB850000-21340					Vouchers Payable		1,467.00	
						FUND TOTAL	1,467.00	1,467.00
1550 Solid Waste Collection Fund	2024	2	523	02/05/2024				
SW810000-11110					Cash Equity			4,401.00

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
SW850000-21340					Vouchers Payable		4,401.00	
						FUND TOTAL	4,401.00	4,401.00
1600 Behavioral Health	2024	2	523	02/05/2024				
BHF81000-11110					Cash Equity			13,423.00
BHF85000-21340					Vouchers Payable		13,423.00	
						FUND TOTAL	13,423.00	13,423.00
3050 Capital Projects	2024	2	523	02/05/2024				
CP810000-11110					Cash Equity			5,772.71
CP850000-21340					Vouchers Payable		5,772.71	
						FUND TOTAL	5,772.71	5,772.71
5010 Equipment Rental & Revolving	2024	2	523	02/05/2024				
ER810000-11110					Cash Equity			10,417.47
ER850000-21340					Vouchers Payable		10,417.47	
						FUND TOTAL	10,417.47	10,417.47
5020 Central Services	2024	2	523	02/05/2024				
IT810000-11110					Cash Equity			19,420.44
IT850000-21340					Vouchers Payable		19,420.44	
						FUND TOTAL	19,420.44	19,420.44
5030 Workmens Compensation	2024	2	523	02/05/2024				
WC810000-11110					Cash Equity			3,217.45
WC850000-21340					Vouchers Payable		3,217.45	
						FUND TOTAL	3,217.45	3,217.45
5040 Insurance Management	2024	2	523	02/05/2024				
IM810000-11110					Cash Equity			6,341.00
IM850000-21340					Vouchers Payable		6,341.00	
						FUND TOTAL	6,341.00	6,341.00
5050 Accumulated Leave	2024	2	523	02/05/2024				
AL810000-11110					Cash Equity			65.90
AL850000-21340					Vouchers Payable		65.90	
						FUND TOTAL	65.90	65.90
9999 Treasurers Pooled Cash	2024	2	523	02/05/2024				
99900000-11121					AP Wire Clearing			951,394.54
99900000-80010					Due To General Fund		597,533.07	

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
99900000-81010				Due To County Road	53,773.69	
99900000-81040				Due To Veterans Assistance Fnd	1,467.00	
99900000-81080				Due To Human Services	17,053.21	
99900000-81090				Due To Treasurers Inves Pool	1,347.00	
99900000-81110				Due To Election Reserve	10,391.67	
99900000-81120				Due To Treasurers O & M	1,810.70	
99900000-81150				Due To Juvenile Center	79,507.95	
99900000-81160				Due To Inmate Benevolence Fund	11,050.61	
99900000-81200				Due To Crime Victim Comp	5,208.00	
99900000-81240				Due To Fairgrounds Oper Budget	6,308.00	
99900000-81350				Due To Sustainable Development	1,526.80	
99900000-81460				Due To Clerks Collection Fund	740.86	
99900000-81480				Due To Public Safety Tax Fund	89,337.01	
99900000-81490				Due To Protective Insp Srvs Fd	9,813.00	
99900000-81500				Due To Pest Board	1,467.00	
99900000-81550				Due To Solid Waste Collection	4,401.00	
99900000-81600				Due To Behavioral Health	13,423.00	
99900000-83050				Due To Capital Projects	5,772.71	
99900000-85010				Due To Equipment Rental & Rev	10,417.47	
99900000-85020				Due To Central Services	19,420.44	
99900000-85030				Due To Workmens Compensation	3,217.45	
99900000-85040				Due To Insurance Management	6,341.00	
99900000-85050				Due To Accumulated Leave	65.90	
				FUND TOTAL	951,394.54	951,394.54

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		597,533.07
1010	County Road		53,773.69
1040	Veterans Assistance Fund		1,467.00
1080	Human Services		17,053.21
1090	Treasurers Investment Pool		1,347.00
1110	Election Reserve		10,391.67
1120	Treasurers O & M		1,810.70
1150	Juvenile Center		79,507.95
1160	Inmate Benevolence Fund		11,050.61
1200	Crime Victim Comp		5,208.00
1240	Event Center		6,308.00
1350	Sustainable Development		1,526.80
1460	Clerks Collection Fund		740.86
1480	Public Safety Tax Fund		89,337.01
1490	Protective Inspection Srvs Fnd		9,813.00
1500	Pest Board		1,467.00
1550	Solid Waste Collection Fund		4,401.00
1600	Behavioral Health		13,423.00
3050	Capital Projects		5,772.71
5010	Equipment Rental & Revolving		10,417.47
5020	Central Services		19,420.44
5030	Workmens Compensation		3,217.45
5040	Insurance Management		6,341.00
5050	Accumulated Leave		65.90
9999	Treasurers Pooled Cash	951,394.54	
	TOTAL	951,394.54	951,394.54

** END OF REPORT - Generated by Jury Torres **

CASH ACCOUNT: 99900000 11100 Main Checking

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1562	02/05/2024	WIRE	103239	NACO/West, NACO PAYROLL PROCESSING	02/05/2024		PAYROLL	2,352.00
						CHECK	1562 TOTAL:	2,352.00
				NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		2,352.00

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	2,352.00

*** GRAND TOTAL *** 2,352.00

SEE AUDITOR'S OFFICE FOR BACK UP

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2024 2 521									
APP GF005000-21340					Vouchers Payable			1,607.97	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100					Main Checking				2,352.00
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			92.03	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP PB850000-21340					Vouchers Payable			652.00	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			2,352.00	2,352.00
APP 99900000-80010					Due To General Fund			1,607.97	
02/05/2024	PAYROLL	PAYROL							
APP GF001000-11110					Cash Equity				1,607.97
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81480					Due To Public Safety Tax Fund			92.03	
02/05/2024	PAYROLL	PAYROL							
APP PS810000-11110					Cash Equity				92.03
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81500					Due To Pest Board			652.00	
02/05/2024	PAYROLL	PAYROL							
APP PB810000-11110					Cash Equity				652.00
02/05/2024	PAYROLL	PAYROL							
					SYSTEM GENERATED ENTRIES TOTAL			2,352.00	2,352.00
					JOURNAL 2024/02/521 TOTAL			4,704.00	4,704.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	521	02/05/2024			
GF001000-11110				Cash Equity			1,607.97
GF005000-21340				Vouchers Payable		1,607.97	
					FUND TOTAL	1,607.97	1,607.97
1480 Public Safety Tax Fund	2024	2	521	02/05/2024			
PS810000-11110				Cash Equity			92.03
PS850000-21340				Vouchers Payable		92.03	
					FUND TOTAL	92.03	92.03
1500 Pest Board	2024	2	521	02/05/2024			
PB810000-11110				Cash Equity			652.00
PB850000-21340				Vouchers Payable		652.00	
					FUND TOTAL	652.00	652.00
9999 Treasurers Pooled Cash	2024	2	521	02/05/2024			
99900000-11100				Main Checking			2,352.00
99900000-80010				Due To General Fund		1,607.97	
99900000-81480				Due To Public Safety Tax Fund		92.03	
99900000-81500				Due To Pest Board		652.00	
					FUND TOTAL	2,352.00	2,352.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		1,607.97
1480	Public Safety Tax Fund		92.03
1500	Pest Board		652.00
9999	Treasurers Pooled Cash	2,352.00	
	TOTAL	2,352.00	2,352.00

** END OF REPORT - Generated by Jury Torres **

CASH ACCOUNT: 99900000 11124 Federal Tax

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1560	02/05/2024	WIRE	101326	AFLAC	02/05/2024		PAYROLL	10,860.78
					CHECK		1560 TOTAL:	10,860.78
1561	02/05/2024	WIRE	102850	KEY BANK	02/05/2024		PAYROLL	1,045,767.83
					CHECK		1561 TOTAL:	1,045,767.83
1563	02/05/2024	WIRE	104428	WA ST DEPT OF RET SYS PERS 1	02/05/2024		PAYROLL	687.64
					CHECK		1563 TOTAL:	687.64
1564	02/05/2024	WIRE	104429	WA ST DEPT OF RET SYS PERS 3	02/05/2024		PAYROLL	47,358.16
					CHECK		1564 TOTAL:	47,358.16
1565	02/05/2024	WIRE	104430	WA ST DEPT OF RET SYS PERS 2	02/05/2024		PAYROLL	408,046.11
					CHECK		1565 TOTAL:	408,046.11
1566	02/05/2024	WIRE	104432	WA ST DEPT OF RET SYS PSERS	02/05/2024		PAYROLL	128,694.43
					CHECK		1566 TOTAL:	128,694.43
1567	02/05/2024	WIRE	104433	WA ST DEPT OF RET SYS JUDICIAL	02/05/2024		PAYROLL	17,545.68
					CHECK		1567 TOTAL:	17,545.68
1568	02/05/2024	WIRE	104483	WA ST DEPT OF RET SYS LEOFF 2	02/05/2024		PAYROLL	95,532.00
					CHECK		1568 TOTAL:	95,532.00
1569	02/05/2024	WIRE	105018	WA ST DEPT OF RET SYSTEM	02/05/2024		PAYROLL	2,937.51
					CHECK		1569 TOTAL:	2,937.51
1570	02/05/2024	WIRE	104453	WA ST SUPPORT REGISTRY	02/05/2024		PAYROLL	8,375.91
					CHECK		1570 TOTAL:	8,375.91

NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 1,765,806.05

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	10	1,765,806.05

*** GRAND TOTAL *** 1,765,806.05

SEE AUDITOR'S OFFICE FOR BACK UP

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2024 2 522									
APP GF005000-21340					Vouchers Payable			1,081,266.16	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124					Federal Tax				1,765,806.05
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			117,090.98	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340					Vouchers Payable			25,553.59	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			13,590.28	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			162,326.99	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			17,828.40	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			170,890.93	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			14,629.37	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			20,994.05	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			22,485.00	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			40,207.60	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP CC850000-21340					Vouchers Payable			1,496.75	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			14,429.04	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP AL850000-21340					Vouchers Payable			4,859.47	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			2,016.27	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP TI850000-21340					Vouchers Payable			1,673.51	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP TO850000-21340					Vouchers Payable			2,302.12	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP CV850000-21340					Vouchers Payable			6,813.52	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			14,838.49	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			5,149.85	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP PB850000-21340					Vouchers Payable			2,183.81	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			6,261.88	
02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			11,536.63	

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
	02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340						Vouchers Payable			5,381.36	
	02/05/2024	PAYROLL	PAYROL			AP CASH DISBURSEMENTS JOURNAL				
						GENERAL LEDGER TOTAL			1,765,806.05	1,765,806.05
APP 99900000-80010						Due To General Fund			1,081,266.16	
	02/05/2024	PAYROLL	PAYROL							
APP GF001000-11110						Cash Equity				1,081,266.16
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-81010						Due To County Road			117,090.98	
	02/05/2024	PAYROLL	PAYROL							
APP RD810000-11110						Cash Equity				117,090.98
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-81080						Due To Human Services			25,553.59	
	02/05/2024	PAYROLL	PAYROL							
APP HS810000-11110						Cash Equity				25,553.59
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-81110						Due To Election Reserve			13,590.28	
	02/05/2024	PAYROLL	PAYROL							
APP EL100000-11110						Cash Equity				13,590.28
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-81150						Due To Juvenile Center			162,326.99	
	02/05/2024	PAYROLL	PAYROL							
APP JC810000-11110						Cash Equity				162,326.99
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-81160						Due To Inmate Benevolence Fund			17,828.40	
	02/05/2024	PAYROLL	PAYROL							
APP IB810000-11110						Cash Equity				17,828.40
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-81480						Due To Public Safety Tax Fund			170,890.93	
	02/05/2024	PAYROLL	PAYROL							
APP PS810000-11110						Cash Equity				170,890.93
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-81490						Due To Protective Insp Srvs Fd			14,629.37	
	02/05/2024	PAYROLL	PAYROL							
APP BU810000-11110						Cash Equity				14,629.37
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-81600						Due To Behavioral Health			20,994.05	
	02/05/2024	PAYROLL	PAYROL							
APP BHF81000-11110						Cash Equity				20,994.05
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-85010						Due To Equipment Rental & Rev			22,485.00	
	02/05/2024	PAYROLL	PAYROL							
APP ER810000-11110						Cash Equity				22,485.00
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-85020						Due To Central Services			40,207.60	
	02/05/2024	PAYROLL	PAYROL							

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 IT810000-11110					Cash Equity				40,207.60
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81460					Due To Clerks Collection Fund			1,496.75	
02/05/2024	PAYROLL	PAYROL							
APP CC810000-11110					Cash Equity				1,496.75
02/05/2024	PAYROLL	PAYROL							
APP 99900000-85040					Due To Insurance Management			14,429.04	
02/05/2024	PAYROLL	PAYROL							
APP IM810000-11110					Cash Equity				14,429.04
02/05/2024	PAYROLL	PAYROL							
APP 99900000-85050					Due To Accumulated Leave			4,859.47	
02/05/2024	PAYROLL	PAYROL							
APP AL810000-11110					Cash Equity				4,859.47
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81040					Due To Veterans Assistance Fnd			2,016.27	
02/05/2024	PAYROLL	PAYROL							
APP VA810000-11110					Cash Equity				2,016.27
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81090					Due To Treasurers Inves Pool			1,673.51	
02/05/2024	PAYROLL	PAYROL							
APP TI810000-11110					Cash Equity				1,673.51
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81120					Due To Treasurers O & M			2,302.12	
02/05/2024	PAYROLL	PAYROL							
APP TO810000-11110					Cash Equity				2,302.12
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81200					Due To Crime Victim Comp			6,813.52	
02/05/2024	PAYROLL	PAYROL							
APP CV810000-11110					Cash Equity				6,813.52
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81240					Due To Fairgrounds Oper Budget			14,838.49	
02/05/2024	PAYROLL	PAYROL							
APP FG810000-11110					Cash Equity				14,838.49
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81350					Due To Sustainable Development			5,149.85	
02/05/2024	PAYROLL	PAYROL							
APP SD810000-11110					Cash Equity				5,149.85
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81500					Due To Pest Board			2,183.81	
02/05/2024	PAYROLL	PAYROL							
APP PB810000-11110					Cash Equity				2,183.81
02/05/2024	PAYROLL	PAYROL							
APP 99900000-81550					Due To Solid Waste Collection			6,261.88	
02/05/2024	PAYROLL	PAYROL							
APP SW810000-11110					Cash Equity				6,261.88
02/05/2024	PAYROLL	PAYROL							
APP 99900000-83050					Due To Capital Projects			11,536.63	
02/05/2024	PAYROLL	PAYROL							
APP CP810000-11110					Cash Equity				11,536.63

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
	02/05/2024	PAYROLL	PAYROL							
APP 99900000-85030						Due To Workmens Compensation			5,381.36	
	02/05/2024	PAYROLL	PAYROL							
APP WC810000-11110						Cash Equity				5,381.36
	02/05/2024	PAYROLL	PAYROL							
						SYSTEM GENERATED ENTRIES TOTAL			1,765,806.05	1,765,806.05
						JOURNAL 2024/02/522 TOTAL			3,531,612.10	3,531,612.10

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	522	02/05/2024				
GF001000-11110					Cash Equity			1,081,266.16
GF005000-21340					Vouchers Payable		1,081,266.16	
						FUND TOTAL	1,081,266.16	1,081,266.16
1010 County Road	2024	2	522	02/05/2024				
RD810000-11110					Cash Equity			117,090.98
RD850000-21340					Vouchers Payable		117,090.98	
						FUND TOTAL	117,090.98	117,090.98
1040 Veterans Assistance Fund	2024	2	522	02/05/2024				
VA810000-11110					Cash Equity			2,016.27
VA850000-21340					Vouchers Payable		2,016.27	
						FUND TOTAL	2,016.27	2,016.27
1080 Human Services	2024	2	522	02/05/2024				
HS810000-11110					Cash Equity			25,553.59
HS850000-21340					Vouchers Payable		25,553.59	
						FUND TOTAL	25,553.59	25,553.59
1090 Treasurers Investment Pool	2024	2	522	02/05/2024				
TI810000-11110					Cash Equity			1,673.51
TI850000-21340					Vouchers Payable		1,673.51	
						FUND TOTAL	1,673.51	1,673.51
1110 Election Reserve	2024	2	522	02/05/2024				
EL100000-11110					Cash Equity			13,590.28
EL500000-21340					Vouchers Payable		13,590.28	
						FUND TOTAL	13,590.28	13,590.28
1120 Treasurers O & M	2024	2	522	02/05/2024				
TO810000-11110					Cash Equity			2,302.12
TO850000-21340					Vouchers Payable		2,302.12	
						FUND TOTAL	2,302.12	2,302.12
1150 Juvenile Center	2024	2	522	02/05/2024				
JC810000-11110					Cash Equity			162,326.99
JC850000-21340					Vouchers Payable		162,326.99	
						FUND TOTAL	162,326.99	162,326.99
1160 Inmate Benevolence Fund	2024	2	522	02/05/2024				

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
IB810000-11110					Cash Equity			17,828.40
IB850000-21340					Vouchers Payable		17,828.40	
						FUND TOTAL	17,828.40	17,828.40
1200 Crime Victim Comp	2024	2	522	02/05/2024				
CV810000-11110					Cash Equity			6,813.52
CV850000-21340					Vouchers Payable		6,813.52	
						FUND TOTAL	6,813.52	6,813.52
1240 Event Center	2024	2	522	02/05/2024				
FG810000-11110					Cash Equity			14,838.49
FG850000-21340					Vouchers Payable		14,838.49	
						FUND TOTAL	14,838.49	14,838.49
1350 Sustainable Development	2024	2	522	02/05/2024				
SD810000-11110					Cash Equity			5,149.85
SD850000-21340					Vouchers Payable		5,149.85	
						FUND TOTAL	5,149.85	5,149.85
1460 Clerks Collection Fund	2024	2	522	02/05/2024				
CC810000-11110					Cash Equity			1,496.75
CC850000-21340					Vouchers Payable		1,496.75	
						FUND TOTAL	1,496.75	1,496.75
1480 Public Safety Tax Fund	2024	2	522	02/05/2024				
PS810000-11110					Cash Equity			170,890.93
PS850000-21340					Vouchers Payable		170,890.93	
						FUND TOTAL	170,890.93	170,890.93
1490 Protective Inspection Srvs Fnd	2024	2	522	02/05/2024				
BU810000-11110					Cash Equity			14,629.37
BU850000-21340					Vouchers Payable		14,629.37	
						FUND TOTAL	14,629.37	14,629.37
1500 Pest Board	2024	2	522	02/05/2024				
PB810000-11110					Cash Equity			2,183.81
PB850000-21340					Vouchers Payable		2,183.81	
						FUND TOTAL	2,183.81	2,183.81
1550 Solid Waste Collection Fund	2024	2	522	02/05/2024				
SW810000-11110					Cash Equity			6,261.88

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
SW850000-21340					Vouchers Payable		6,261.88	
						FUND TOTAL	6,261.88	6,261.88
1600 Behavioral Health	2024	2	522	02/05/2024				
BHF81000-11110					Cash Equity			20,994.05
BHF85000-21340					Vouchers Payable		20,994.05	
						FUND TOTAL	20,994.05	20,994.05
3050 Capital Projects	2024	2	522	02/05/2024				
CP810000-11110					Cash Equity			11,536.63
CP850000-21340					Vouchers Payable		11,536.63	
						FUND TOTAL	11,536.63	11,536.63
5010 Equipment Rental & Revolving	2024	2	522	02/05/2024				
ER810000-11110					Cash Equity			22,485.00
ER850000-21340					Vouchers Payable		22,485.00	
						FUND TOTAL	22,485.00	22,485.00
5020 Central Services	2024	2	522	02/05/2024				
IT810000-11110					Cash Equity			40,207.60
IT850000-21340					Vouchers Payable		40,207.60	
						FUND TOTAL	40,207.60	40,207.60
5030 Workmens Compensation	2024	2	522	02/05/2024				
WC810000-11110					Cash Equity			5,381.36
WC850000-21340					Vouchers Payable		5,381.36	
						FUND TOTAL	5,381.36	5,381.36
5040 Insurance Management	2024	2	522	02/05/2024				
IM810000-11110					Cash Equity			14,429.04
IM850000-21340					Vouchers Payable		14,429.04	
						FUND TOTAL	14,429.04	14,429.04
5050 Accumulated Leave	2024	2	522	02/05/2024				
AL810000-11110					Cash Equity			4,859.47
AL850000-21340					Vouchers Payable		4,859.47	
						FUND TOTAL	4,859.47	4,859.47
9999 Treasurers Pooled Cash	2024	2	522	02/05/2024				
99900000-11124					Federal Tax			1,765,806.05
99900000-80010					Due To General Fund		1,081,266.16	

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
99900000-81010				Due To County Road	117,090.98	
99900000-81040				Due To Veterans Assistance Fnd	2,016.27	
99900000-81080				Due To Human Services	25,553.59	
99900000-81090				Due To Treasurers Inves Pool	1,673.51	
99900000-81110				Due To Election Reserve	13,590.28	
99900000-81120				Due To Treasurers O & M	2,302.12	
99900000-81150				Due To Juvenile Center	162,326.99	
99900000-81160				Due To Inmate Benevolence Fund	17,828.40	
99900000-81200				Due To Crime Victim Comp	6,813.52	
99900000-81240				Due To Fairgrounds Oper Budget	14,838.49	
99900000-81350				Due To Sustainable Development	5,149.85	
99900000-81460				Due To Clerks Collection Fund	1,496.75	
99900000-81480				Due To Public Safety Tax Fund	170,890.93	
99900000-81490				Due To Protective Insp Srvs Fd	14,629.37	
99900000-81500				Due To Pest Board	2,183.81	
99900000-81550				Due To Solid Waste Collection	6,261.88	
99900000-81600				Due To Behavioral Health	20,994.05	
99900000-83050				Due To Capital Projects	11,536.63	
99900000-85010				Due To Equipment Rental & Rev	22,485.00	
99900000-85020				Due To Central Services	40,207.60	
99900000-85030				Due To Workmens Compensation	5,381.36	
99900000-85040				Due To Insurance Management	14,429.04	
99900000-85050				Due To Accumulated Leave	4,859.47	
				FUND TOTAL	1,765,806.05	1,765,806.05

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		1,081,266.16
1010	County Road		117,090.98
1040	Veterans Assistance Fund		2,016.27
1080	Human Services		25,553.59
1090	Treasurers Investment Pool		1,673.51
1110	Election Reserve		13,590.28
1120	Treasurers O & M		2,302.12
1150	Juvenile Center		162,326.99
1160	Inmate Benevolence Fund		17,828.40
1200	Crime Victim Comp		6,813.52
1240	Event Center		14,838.49
1350	Sustainable Development		5,149.85
1460	Clerks Collection Fund		1,496.75
1480	Public Safety Tax Fund		170,890.93
1490	Protective Inspection Srvs Fnd		14,629.37
1500	Pest Board		2,183.81
1550	Solid Waste Collection Fund		6,261.88
1600	Behavioral Health		20,994.05
3050	Capital Projects		11,536.63
5010	Equipment Rental & Revolving		22,485.00
5020	Central Services		40,207.60
5030	Workmens Compensation		5,381.36
5040	Insurance Management		14,429.04
5050	Accumulated Leave		4,859.47
9999	Treasurers Pooled Cash	1,765,806.05	
	TOTAL	1,765,806.05	1,765,806.05

** END OF REPORT - Generated by Jury Torres **

CASH ACCOUNT: 99900000 11124 Federal Tax

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1572	02/05/2024	WIRE	102850	KEY BANK	02/05/2024		WIRE_001	419.66
						CHECK	1572 TOTAL:	419.66
				NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		419.66

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	419.66

*** GRAND TOTAL *** 419.66

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024 2 531					
APP GF005000-21340	Vouchers Payable			419.66	
02/05/2024 WIRE_001 PAYROL	AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11124	Federal Tax				419.66
02/05/2024 WIRE_001 PAYROL	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			419.66	419.66
APP 99900000-80010	Due To General Fund			419.66	
02/05/2024 WIRE_001 PAYROL					
APP GF001000-11110	Cash Equity				419.66
02/05/2024 WIRE_001 PAYROL					
	SYSTEM GENERATED ENTRIES TOTAL			419.66	419.66
	JOURNAL 2024/02/531	TOTAL		839.32	839.32

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	531	02/05/2024			
GF001000-11110				Cash Equity			419.66
GF005000-21340				Vouchers Payable		419.66	
					FUND TOTAL	419.66	419.66
9999 Treasurers Pooled Cash	2024	2	531	02/05/2024			
99900000-11124				Federal Tax			419.66
99900000-80010				Due To General Fund		419.66	
					FUND TOTAL	419.66	419.66

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		419.66
9999 Treasurers Pooled Cash	419.66	
TOTAL	419.66	419.66

** END OF REPORT - Generated by Jury Torres **

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253526	02/05/2024	PRTD	105873	CHAPTER 13 TRUSTEE	02/05/2024		PY0224	846.00
					CHECK		253526 TOTAL:	846.00
253527	02/05/2024	PRTD	102359	FRANKLIN COUNTY DISTRICT COURT	02/05/2024		PY0224	276.87
					CHECK		253527 TOTAL:	276.87
253528	02/05/2024	PRTD	102372	FRATERNAL ORDER OF POLICE	02/05/2024		PY0224	302.00
					CHECK		253528 TOTAL:	302.00
253529	02/05/2024	PRTD	101127	IDAHO DEPARTMENT OF, HEALTH AND WEL	02/05/2024		PY0224	229.00
					CHECK		253529 TOTAL:	229.00
253530	02/05/2024	PRTD	104129	TEAMSTERS LEGAL DEFENSE TRUST	02/05/2024		PY0224	557.48
					CHECK		253530 TOTAL:	557.48
253531	02/05/2024	PRTD	104131	TEAMSTERS LOCAL #839	02/05/2024		PY0224	9,415.00
					CHECK		253531 TOTAL:	9,415.00
253532	02/05/2024	PRTD	104130	TEAMSTERS LOCAL UNION NO. 760	02/05/2024		PY0224	1,206.00
					CHECK		253532 TOTAL:	1,206.00
253533	02/05/2024	PRTD	104413	W C I F	02/02/2024		PY0224	1,063.04
				W C I F	02/05/2024		PY0224	54,050.47
					CHECK		253533 TOTAL:	55,113.51
253534	02/05/2024	PRTD	104524	WESTERN CONFERENCE OF, TEAMSTERS PE	02/05/2024		PY0224	37,222.78
					CHECK		253534 TOTAL:	37,222.78
253535	02/05/2024	PRTD	104442	WSCCC-CNCIL 2 TRUST ACCT	02/05/2024		PY0224	5,918.07
					CHECK		253535 TOTAL:	5,918.07

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253536	02/05/2024	PRTD	105457	YAKIMA CO DISTRICT COURT	02/05/2024		PY0224	777.46
						CHECK	253536 TOTAL:	777.46

NUMBER OF CHECKS 11 *** CASH ACCOUNT TOTAL *** 111,864.17

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	11	111,864.17

*** GRAND TOTAL *** 111,864.17

SEE AUDITOR'S OFFICE FOR BACK UP

JOURNAL ENTRIES TO BE CREATED

CLERK: JCT

YEAR PER JNL SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2024 2 520									
APP GF005000-21340					Vouchers Payable			72,230.41	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				111,864.17
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			2,120.21	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			5,023.54	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP AL850000-21340					Vouchers Payable			395.75	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			11,890.65	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			2,518.70	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			7,582.10	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			604.45	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			1,287.89	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP HS850000-21340					Vouchers Payable			2,583.65	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP VA850000-21340					Vouchers Payable			69.75	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			294.29	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			1,207.15	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			23.30	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			15.87	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			16.20	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP TI850000-21340					Vouchers Payable			66.07	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP TO850000-21340					Vouchers Payable			56.99	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP CV850000-21340					Vouchers Payable			97.73	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP FG850000-21340					Vouchers Payable			1,113.97	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP SD850000-21340					Vouchers Payable			1,101.01	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP CC850000-21340					Vouchers Payable			23.40	
02/05/2024 PY0224	PY0224				AP CASH DISBURSEMENTS JOURNAL				
APP PB850000-21340					Vouchers Payable			3.60	

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
02/05/2024	PY0224	PY0224			AP CASH DISBURSEMENTS JOURNAL				
APP BHF85000-21340					Vouchers Payable			1,537.49	
02/05/2024	PY0224	PY0224			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			111,864.17	111,864.17
APP 99900000-80010					Due To General Fund			72,230.41	
02/05/2024	PY0224	PY0224							
APP GF001000-11110					Cash Equity				72,230.41
02/05/2024	PY0224	PY0224							
APP 99900000-81160					Due To Inmate Benevolence Fund			2,120.21	
02/05/2024	PY0224	PY0224							
APP IB810000-11110					Cash Equity				2,120.21
02/05/2024	PY0224	PY0224							
APP 99900000-81480					Due To Public Safety Tax Fund			5,023.54	
02/05/2024	PY0224	PY0224							
APP PS810000-11110					Cash Equity				5,023.54
02/05/2024	PY0224	PY0224							
APP 99900000-85050					Due To Accumulated Leave			395.75	
02/05/2024	PY0224	PY0224							
APP AL810000-11110					Cash Equity				395.75
02/05/2024	PY0224	PY0224							
APP 99900000-81010					Due To County Road			11,890.65	
02/05/2024	PY0224	PY0224							
APP RD810000-11110					Cash Equity				11,890.65
02/05/2024	PY0224	PY0224							
APP 99900000-85010					Due To Equipment Rental & Rev			2,518.70	
02/05/2024	PY0224	PY0224							
APP ER810000-11110					Cash Equity				2,518.70
02/05/2024	PY0224	PY0224							
APP 99900000-81150					Due To Juvenile Center			7,582.10	
02/05/2024	PY0224	PY0224							
APP JC810000-11110					Cash Equity				7,582.10
02/05/2024	PY0224	PY0224							
APP 99900000-85020					Due To Central Services			604.45	
02/05/2024	PY0224	PY0224							
APP IT810000-11110					Cash Equity				604.45
02/05/2024	PY0224	PY0224							
APP 99900000-85040					Due To Insurance Management			1,287.89	
02/05/2024	PY0224	PY0224							
APP IM810000-11110					Cash Equity				1,287.89
02/05/2024	PY0224	PY0224							
APP 99900000-81080					Due To Human Services			2,583.65	
02/05/2024	PY0224	PY0224							
APP HS810000-11110					Cash Equity				2,583.65
02/05/2024	PY0224	PY0224							
APP 99900000-81040					Due To Veterans Assistance Fnd			69.75	
02/05/2024	PY0224	PY0224							

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 VA810000-11110					Cash Equity				69.75
02/05/2024 PY0224	PY0224								
APP 99900000-81110					Due To Election Reserve			294.29	
02/05/2024 PY0224	PY0224								
APP EL100000-11110					Cash Equity				294.29
02/05/2024 PY0224	PY0224								
APP 99900000-81490					Due To Protective Insp Srvs Fd			1,207.15	
02/05/2024 PY0224	PY0224								
APP BU810000-11110					Cash Equity				1,207.15
02/05/2024 PY0224	PY0224								
APP 99900000-81550					Due To Solid Waste Collection			23.30	
02/05/2024 PY0224	PY0224								
APP SW810000-11110					Cash Equity				23.30
02/05/2024 PY0224	PY0224								
APP 99900000-83050					Due To Capital Projects			15.87	
02/05/2024 PY0224	PY0224								
APP CP810000-11110					Cash Equity				15.87
02/05/2024 PY0224	PY0224								
APP 99900000-85030					Due To Workmens Compensation			16.20	
02/05/2024 PY0224	PY0224								
APP WC810000-11110					Cash Equity				16.20
02/05/2024 PY0224	PY0224								
APP 99900000-81090					Due To Treasurers Inves Pool			66.07	
02/05/2024 PY0224	PY0224								
APP TI810000-11110					Cash Equity				66.07
02/05/2024 PY0224	PY0224								
APP 99900000-81120					Due To Treasurers O & M			56.99	
02/05/2024 PY0224	PY0224								
APP TO810000-11110					Cash Equity				56.99
02/05/2024 PY0224	PY0224								
APP 99900000-81200					Due To Crime Victim Comp			97.73	
02/05/2024 PY0224	PY0224								
APP CV810000-11110					Cash Equity				97.73
02/05/2024 PY0224	PY0224								
APP 99900000-81240					Due To Fairgrounds Oper Budget			1,113.97	
02/05/2024 PY0224	PY0224								
APP FG810000-11110					Cash Equity				1,113.97
02/05/2024 PY0224	PY0224								
APP 99900000-81350					Due To Sustainable Development			1,101.01	
02/05/2024 PY0224	PY0224								
APP SD810000-11110					Cash Equity				1,101.01
02/05/2024 PY0224	PY0224								
APP 99900000-81460					Due To Clerks Collection Fund			23.40	
02/05/2024 PY0224	PY0224								
APP CC810000-11110					Cash Equity				23.40
02/05/2024 PY0224	PY0224								
APP 99900000-81500					Due To Pest Board			3.60	
02/05/2024 PY0224	PY0224								
APP PB810000-11110					Cash Equity				3.60

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
	02/05/2024	PY0224	PY0224							
APP 99900000-81600						Due To Behavioral Health			1,537.49	
	02/05/2024	PY0224	PY0224							
APP BHF81000-11110						Cash Equity				1,537.49
	02/05/2024	PY0224	PY0224							
						SYSTEM GENERATED ENTRIES TOTAL			111,864.17	111,864.17
						JOURNAL 2024/02/520 TOTAL			223,728.34	223,728.34

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	520	02/05/2024				
GF001000-11110					Cash Equity			72,230.41
GF005000-21340					Vouchers Payable		72,230.41	
						FUND TOTAL	72,230.41	72,230.41
1010 County Road	2024	2	520	02/05/2024				
RD810000-11110					Cash Equity			11,890.65
RD850000-21340					Vouchers Payable		11,890.65	
						FUND TOTAL	11,890.65	11,890.65
1040 Veterans Assistance Fund	2024	2	520	02/05/2024				
VA810000-11110					Cash Equity			69.75
VA850000-21340					Vouchers Payable		69.75	
						FUND TOTAL	69.75	69.75
1080 Human Services	2024	2	520	02/05/2024				
HS810000-11110					Cash Equity			2,583.65
HS850000-21340					Vouchers Payable		2,583.65	
						FUND TOTAL	2,583.65	2,583.65
1090 Treasurers Investment Pool	2024	2	520	02/05/2024				
TI810000-11110					Cash Equity			66.07
TI850000-21340					Vouchers Payable		66.07	
						FUND TOTAL	66.07	66.07
1110 Election Reserve	2024	2	520	02/05/2024				
EL100000-11110					Cash Equity			294.29
EL500000-21340					Vouchers Payable		294.29	
						FUND TOTAL	294.29	294.29
1120 Treasurers O & M	2024	2	520	02/05/2024				
TO810000-11110					Cash Equity			56.99
TO850000-21340					Vouchers Payable		56.99	
						FUND TOTAL	56.99	56.99
1150 Juvenile Center	2024	2	520	02/05/2024				
JC810000-11110					Cash Equity			7,582.10
JC850000-21340					Vouchers Payable		7,582.10	
						FUND TOTAL	7,582.10	7,582.10
1160 Inmate Benevolence Fund	2024	2	520	02/05/2024				

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
IB810000-11110					Cash Equity			2,120.21
IB850000-21340					Vouchers Payable		2,120.21	
						FUND TOTAL	2,120.21	2,120.21
1200 Crime Victim Comp	2024	2	520	02/05/2024				
CV810000-11110					Cash Equity			97.73
CV850000-21340					Vouchers Payable		97.73	
						FUND TOTAL	97.73	97.73
1240 Event Center	2024	2	520	02/05/2024				
FG810000-11110					Cash Equity			1,113.97
FG850000-21340					Vouchers Payable		1,113.97	
						FUND TOTAL	1,113.97	1,113.97
1350 Sustainable Development	2024	2	520	02/05/2024				
SD810000-11110					Cash Equity			1,101.01
SD850000-21340					Vouchers Payable		1,101.01	
						FUND TOTAL	1,101.01	1,101.01
1460 Clerks Collection Fund	2024	2	520	02/05/2024				
CC810000-11110					Cash Equity			23.40
CC850000-21340					Vouchers Payable		23.40	
						FUND TOTAL	23.40	23.40
1480 Public Safety Tax Fund	2024	2	520	02/05/2024				
PS810000-11110					Cash Equity			5,023.54
PS850000-21340					Vouchers Payable		5,023.54	
						FUND TOTAL	5,023.54	5,023.54
1490 Protective Inspection Srvs Fnd	2024	2	520	02/05/2024				
BU810000-11110					Cash Equity			1,207.15
BU850000-21340					Vouchers Payable		1,207.15	
						FUND TOTAL	1,207.15	1,207.15
1500 Pest Board	2024	2	520	02/05/2024				
PB810000-11110					Cash Equity			3.60
PB850000-21340					Vouchers Payable		3.60	
						FUND TOTAL	3.60	3.60
1550 Solid Waste Collection Fund	2024	2	520	02/05/2024				
SW810000-11110					Cash Equity			23.30

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
SW850000-21340					Vouchers Payable		23.30	
						FUND TOTAL	23.30	23.30
1600 Behavioral Health	2024	2	520	02/05/2024				
BHF81000-11110					Cash Equity			1,537.49
BHF85000-21340					Vouchers Payable		1,537.49	
						FUND TOTAL	1,537.49	1,537.49
3050 Capital Projects	2024	2	520	02/05/2024				
CP810000-11110					Cash Equity			15.87
CP850000-21340					Vouchers Payable		15.87	
						FUND TOTAL	15.87	15.87
5010 Equipment Rental & Revolving	2024	2	520	02/05/2024				
ER810000-11110					Cash Equity			2,518.70
ER850000-21340					Vouchers Payable		2,518.70	
						FUND TOTAL	2,518.70	2,518.70
5020 Central Services	2024	2	520	02/05/2024				
IT810000-11110					Cash Equity			604.45
IT850000-21340					Vouchers Payable		604.45	
						FUND TOTAL	604.45	604.45
5030 Workmens Compensation	2024	2	520	02/05/2024				
WC810000-11110					Cash Equity			16.20
WC850000-21340					Vouchers Payable		16.20	
						FUND TOTAL	16.20	16.20
5040 Insurance Management	2024	2	520	02/05/2024				
IM810000-11110					Cash Equity			1,287.89
IM850000-21340					Vouchers Payable		1,287.89	
						FUND TOTAL	1,287.89	1,287.89
5050 Accumulated Leave	2024	2	520	02/05/2024				
AL810000-11110					Cash Equity			395.75
AL850000-21340					Vouchers Payable		395.75	
						FUND TOTAL	395.75	395.75
9999 Treasurers Pooled Cash	2024	2	520	02/05/2024				
99900000-11120					AP Check Claims Clearing			111,864.17
99900000-80010					Due To General Fund		72,230.41	

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
99900000-81010				Due To County Road	11,890.65	
99900000-81040				Due To Veterans Assistance Fnd	69.75	
99900000-81080				Due To Human Services	2,583.65	
99900000-81090				Due To Treasurers Inves Pool	66.07	
99900000-81110				Due To Election Reserve	294.29	
99900000-81120				Due To Treasurers O & M	56.99	
99900000-81150				Due To Juvenile Center	7,582.10	
99900000-81160				Due To Inmate Benevolence Fund	2,120.21	
99900000-81200				Due To Crime Victim Comp	97.73	
99900000-81240				Due To Fairgrounds Oper Budget	1,113.97	
99900000-81350				Due To Sustainable Development	1,101.01	
99900000-81460				Due To Clerks Collection Fund	23.40	
99900000-81480				Due To Public Safety Tax Fund	5,023.54	
99900000-81490				Due To Protective Insp Srvs Fd	1,207.15	
99900000-81500				Due To Pest Board	3.60	
99900000-81550				Due To Solid Waste Collection	23.30	
99900000-81600				Due To Behavioral Health	1,537.49	
99900000-83050				Due To Capital Projects	15.87	
99900000-85010				Due To Equipment Rental & Rev	2,518.70	
99900000-85020				Due To Central Services	604.45	
99900000-85030				Due To Workmens Compensation	16.20	
99900000-85040				Due To Insurance Management	1,287.89	
99900000-85050				Due To Accumulated Leave	395.75	
				FUND TOTAL	111,864.17	111,864.17

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		72,230.41
1010	County Road		11,890.65
1040	Veterans Assistance Fund		69.75
1080	Human Services		2,583.65
1090	Treasurers Investment Pool		66.07
1110	Election Reserve		294.29
1120	Treasurers O & M		56.99
1150	Juvenile Center		7,582.10
1160	Inmate Benevolence Fund		2,120.21
1200	Crime Victim Comp		97.73
1240	Event Center		1,113.97
1350	Sustainable Development		1,101.01
1460	Clerks Collection Fund		23.40
1480	Public Safety Tax Fund		5,023.54
1490	Protective Inspection Srvs Fnd		1,207.15
1500	Pest Board		3.60
1550	Solid Waste Collection Fund		23.30
1600	Behavioral Health		1,537.49
3050	Capital Projects		15.87
5010	Equipment Rental & Revolving		2,518.70
5020	Central Services		604.45
5030	Workmens Compensation		16.20
5040	Insurance Management		1,287.89
5050	Accumulated Leave		395.75
9999	Treasurers Pooled Cash	111,864.17	
	TOTAL	111,864.17	111,864.17

** END OF REPORT - Generated by Jury Torres **

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: 02/09/2024

Warrants # 253692-253847
Total of all Funds: $578,974.93

EFT # 803
Transfers # 1548-1551, 1555-1559, 1579
Total of all Funds: $30,452.31

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
253692	02/09/2024	PRTD	105656	9 N WAVERLY PL LLC	02/02/2024		020924	850.00
						CHECK	253692 TOTAL:	850.00
253693	02/09/2024	PRTD	105854	ABC LEGAL SERVICES LLC	01/13/2024		020924	67.50
				ABC LEGAL SERVICES LLC	01/15/2024		020924	67.50
				ABC LEGAL SERVICES LLC	01/17/2024		020924	67.50
				ABC LEGAL SERVICES LLC	01/29/2024		020924	67.50
				ABC LEGAL SERVICES LLC	01/31/2024		020924	67.50
				ABC LEGAL SERVICES LLC	01/16/2024		020924	67.50
						CHECK	253693 TOTAL:	405.00
253694	02/09/2024	PRTD	102180	ACORN 03 LLC	02/02/2024		020924	1,300.00
						CHECK	253694 TOTAL:	1,300.00
253695	02/09/2024	PRTD	105420	ADAMS COUNTY SHERIFF'S OFFICE	01/22/2024		020924	42.00
						CHECK	253695 TOTAL:	42.00
253696	02/09/2024	PRTD	100066	ADJ INVESTOR GROUP LLC	02/02/2024		020924	929.00
						CHECK	253696 TOTAL:	929.00
253697	02/09/2024	PRTD	100067	ADKINS, GARY	02/06/2024		020924	1,206.00
				ADKINS, GARY	02/06/2024		020924	795.00
						CHECK	253697 TOTAL:	2,001.00
253698	02/09/2024	PRTD	100026	AG ENTERPRISE SUPPLY, INC	01/17/2024		020924	1,632.95
						CHECK	253698 TOTAL:	1,632.95
253699	02/09/2024	PRTD	105493	AJJ PROPERTY SOLUTION LLC	02/05/2024		020924	640.00
						CHECK	253699 TOTAL:	640.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253700	02/09/2024	PRTD	105996	ALL RISE FOR JUSTICE	01/18/2024		020924	895.00
						CHECK	253700 TOTAL:	895.00
253701	02/09/2024	PRTD	101346	AMERICANA APTS, INC.	02/02/2024		020924	904.00
				AMERICANA APTS, INC.	02/05/2024		020924	719.00
						CHECK	253701 TOTAL:	1,623.00
253702	02/09/2024	PRTD	101365	APOLLO HEATING & AIR CONDITION	01/30/2024		020924	3,744.66
				APOLLO HEATING & AIR CONDITION	01/30/2024		020924	3,532.22
						CHECK	253702 TOTAL:	7,276.88
253703	02/09/2024	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	01/10/2024		020924	25,522.91
				ARAMARK CORRECTIONAL SVCS LLC	01/17/2024		020924	25,302.71
						CHECK	253703 TOTAL:	50,825.62
253704	02/09/2024	PRTD	101108	ARELLANO, CARLOS	02/01/2024		020924	950.00
				ARELLANO, CARLOS	02/01/2024		020924	950.00
						CHECK	253704 TOTAL:	1,900.00
253705	02/09/2024	PRTD	105618	ARG INDUSTRIAL	01/10/2024		020924	20.56
						CHECK	253705 TOTAL:	20.56
253706	02/09/2024	PRTD	101059	AUTO RESCUE LLC	01/25/2024		020924	129.90
				AUTO RESCUE LLC	01/26/2024		020924	108.70
				AUTO RESCUE LLC	01/23/2024		020924	340.34
				AUTO RESCUE LLC	02/05/2024		020924	130.87
						CHECK	253706 TOTAL:	709.81

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253707	02/09/2024	PRTD	101417	AUTOZONE, INC.	01/12/2024		020924	53.80
						CHECK	253707 TOTAL:	53.80
253708	02/09/2024	PRTD	101420	B & B EXPRESS PRINTING, INC	01/17/2024		020924	1,345.34
						CHECK	253708 TOTAL:	1,345.34
253709	02/09/2024	PRTD	101443	BANLIN CONSTRUCTION, LLC	12/29/2023		020924	83,583.23
				BANLIN CONSTRUCTION, LLC	01/26/2024		020924	107,114.73
						CHECK	253709 TOTAL:	190,697.96
253710	02/09/2024	PRTD	101535	BENTON PUD	02/01/2024		020924	356.11
				BENTON PUD	02/01/2024		020924	517.83
				BENTON PUD	02/01/2024		020924	1,635.51
				BENTON PUD	02/01/2024		020924	2,086.44
				BENTON PUD	02/01/2024		020924	936.33
				BENTON PUD	02/01/2024		020924	54.74
				BENTON PUD	01/23/2024		020924	7,479.04
				BENTON PUD	02/01/2024		020924	48,142.53
						CHECK	253710 TOTAL:	61,208.53
253711	02/09/2024	PRTD	101567	BENTON REA POWER NET	01/31/2024		020924	66.22
				BENTON REA POWER NET	01/31/2024		020924	220.85
				BENTON REA POWER NET	01/31/2024		020924	66.22
						CHECK	253711 TOTAL:	353.29
253712	02/09/2024	PRTD	101566	BENTON RURAL ELECTRIC, ASSOCIATION	01/31/2024		020924	282.10
						CHECK	253712 TOTAL:	282.10

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253713	02/09/2024	PRTD	104869	BETTY PACHECO	02/06/2024		020924	1,050.00
					CHECK		253713 TOTAL:	1,050.00
253714	02/09/2024	PRTD	100650	BIG MAPLE PROPERTIES LLC	02/01/2024		020924	1,206.00
					CHECK		253714 TOTAL:	1,206.00
253715	02/09/2024	PRTD	101665	BUCKINGHAM, STEPHEN ALLEN	02/02/2024		020924	750.00
				BUCKINGHAM, STEPHEN ALLEN	02/02/2024		020924	750.00
				BUCKINGHAM, STEPHEN ALLEN	02/02/2024		020924	840.00
				BUCKINGHAM, STEPHEN ALLEN	02/01/2024		020924	725.00
					CHECK		253715 TOTAL:	3,065.00
253716	02/09/2024	PRTD	105732	BUSINESS INTERIORS OF IDAHO INC	05/17/2023		020924	1,538.10
					CHECK		253716 TOTAL:	1,538.10
253717	02/09/2024	PRTD	101895	C I INFORMATION MANAGEMENT	01/31/2024		020924	29.74
				C I INFORMATION MANAGEMENT	01/31/2024		020924	297.36
				C I INFORMATION MANAGEMENT	01/31/2024		020924	118.94
				C I INFORMATION MANAGEMENT	01/31/2024		020924	208.15
				C I INFORMATION MANAGEMENT	01/31/2024		020924	29.74
					CHECK		253717 TOTAL:	683.93
253718	02/09/2024	PRTD	101750	CASCADE NATURAL GAS CORP	01/11/2024		020924	881.11
				CASCADE NATURAL GAS CORP	01/30/2024		020924	405.31
					CHECK		253718 TOTAL:	1,286.42
253719	02/09/2024	PRTD	100021	CH KENNEWICK LLC	02/01/2024		020924	1,150.00
				CH KENNEWICK LLC	02/01/2024		020924	370.97

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253719 TOTAL:	1,520.97
253720	02/09/2024	PRTD	100021	CH KENNEWICK LLC	02/01/2024		020924	800.00
						CHECK	253720 TOTAL:	800.00
253721	02/09/2024	PRTD	101814	CINTAS CORPORATION	12/27/2023		020924	186.76
						CHECK	253721 TOTAL:	186.76
253722	02/09/2024	PRTD	101823	CITY OF RICHLAND (Richland)	01/31/2024		020924	78.00
						CHECK	253722 TOTAL:	78.00
253723	02/09/2024	PRTD	101824	CITY OF RICHLAND LANDFILL	01/16/2024		020924	82.24
				CITY OF RICHLAND LANDFILL	02/02/2024		020924	40.47
						CHECK	253723 TOTAL:	122.71
253724	02/09/2024	PRTD	101825	CITY OF RICHLAND, C/O FINANCE DEPT	12/31/2023		020924	2,391.30
						CHECK	253724 TOTAL:	2,391.30
253725	02/09/2024	PRTD	101842	CLEARWATER SQUARE APTS	02/05/2024		020924	1,175.75
						CHECK	253725 TOTAL:	1,175.75
253726	02/09/2024	PRTD	101860	COLEMAN OIL COMPANY	01/31/2024		020924	21.06
				COLEMAN OIL COMPANY	01/31/2024		020924	29.44
				COLEMAN OIL COMPANY	01/31/2024		020924	78.87
				COLEMAN OIL COMPANY	01/31/2024		020924	466.24
				COLEMAN OIL COMPANY	01/31/2024		020924	108.76
				COLEMAN OIL COMPANY	01/31/2024		020924	11,667.77
				COLEMAN OIL COMPANY	01/31/2024		020924	1,132.33
				COLEMAN OIL COMPANY	01/31/2024		020924	53.86
				COLEMAN OIL COMPANY	01/31/2024		020924	42.12

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				COLEMAN OIL COMPANY	01/31/2024		020924	853.76
						CHECK	253726 TOTAL:	14,454.21
253727	02/09/2024	PRTD	101888	COLUMBIA RIGGING CORP	12/08/2023		020924	28.59
						CHECK	253727 TOTAL:	28.59
253728	02/09/2024	PRTD	101889	COLUMBIA SAFETY LLC	12/27/2023		020924	2,232.00
				COLUMBIA SAFETY LLC	12/27/2023		020924	2,952.00
						CHECK	253728 TOTAL:	5,184.00
253729	02/09/2024	PRTD	101918	CONNELL OIL INC	01/31/2024		020924	292.52
				CONNELL OIL INC	01/31/2024		020924	76.78
				CONNELL OIL INC	01/31/2024		020924	1,247.44
						CHECK	253729 TOTAL:	1,616.74
253730	02/09/2024	PRTD	101924	CONSOLIDATED ELECTRICAL, DISTRIBUTO	01/29/2024		020924	58.40
				CONSOLIDATED ELECTRICAL, DISTRIBUTO	01/24/2024		020924	70.66
						CHECK	253730 TOTAL:	129.06
253731	02/09/2024	PRTD	101939	COPPER MOUNTAIN APARTMENTS LLC	02/02/2024		020924	1,160.00
				COPPER MOUNTAIN APARTMENTS LLC	02/01/2024		020924	1,060.00
						CHECK	253731 TOTAL:	2,220.00
253732	02/09/2024	PRTD	101950	CORWIN FORD - TRI-CITIES	12/04/2023		020924	83.80
				CORWIN FORD - TRI-CITIES	12/06/2023		020924	138.18
				CORWIN FORD - TRI-CITIES	12/05/2023		020924	407.29
				CORWIN FORD - TRI-CITIES	01/03/2024		020924	51.51
				CORWIN FORD - TRI-CITIES	01/09/2024		020924	35.52
				CORWIN FORD - TRI-CITIES	01/17/2024		020924	40.44

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CORWIN FORD - TRI-CITIES	01/18/2024		020924	26.41
				CORWIN FORD - TRI-CITIES	01/18/2024		020924	98.76
				CORWIN FORD - TRI-CITIES	01/22/2024		020924	53.83
				CORWIN FORD - TRI-CITIES	01/23/2024		020924	53.03
				CORWIN FORD - TRI-CITIES	01/25/2024		020924	243.48
				CORWIN FORD - TRI-CITIES	12/06/2023		020924	492.67
				CORWIN FORD - TRI-CITIES	01/02/2024		020924	134.13
				CORWIN FORD - TRI-CITIES	01/18/2024		020924	540.64
					CHECK		253732 TOTAL:	2,399.69
253733	02/09/2024	PRTD	105853	COUNTY OF THURSTON	01/01/2024		020924	1,050.00
					CHECK		253733 TOTAL:	1,050.00
253734	02/09/2024	PRTD	105912	CROSSROAD LANGUAGES	01/13/2024		020924	600.00
					CHECK		253734 TOTAL:	600.00
253735	02/09/2024	PRTD	100175	CROWN VILLAGE KENNEWICK LLC	02/01/2024		020924	640.80
				CROWN VILLAGE KENNEWICK LLC	02/05/2024		020924	773.00
					CHECK		253735 TOTAL:	1,413.80
253736	02/09/2024	PRTD	105730	CV THE ALEGRE LLC	02/02/2024		020924	995.00
					CHECK		253736 TOTAL:	995.00
253737	02/09/2024	PRTD	105284	DAVID UTTER	01/25/2024		020924	50.00
					CHECK		253737 TOTAL:	50.00
253738	02/09/2024	PRTD	102040	DAY WIRELESS SYSTEMS	09/21/2023		020924	78.81
				DAY WIRELESS SYSTEMS	11/08/2023		020924	46.28

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253738 TOTAL:	125.09
253739	02/09/2024	PRTD	105765	DIANA ANGELICA CHAVEZ	01/20/2024		020924	1,725.00
						CHECK	253739 TOTAL:	1,725.00
253740	02/09/2024	PRTD	102102	DIRECT AUTOMOTIVE DISTRIBUTING	01/05/2024		020924	-16.00
				DIRECT AUTOMOTIVE DISTRIBUTING	01/02/2024		020924	27.00
				DIRECT AUTOMOTIVE DISTRIBUTING	01/02/2024		020924	29.33
				DIRECT AUTOMOTIVE DISTRIBUTING	01/08/2024		020924	260.50
				DIRECT AUTOMOTIVE DISTRIBUTING	01/09/2024		020924	72.35
				DIRECT AUTOMOTIVE DISTRIBUTING	01/12/2024		020924	464.27
				DIRECT AUTOMOTIVE DISTRIBUTING	01/12/2024		020924	90.45
				DIRECT AUTOMOTIVE DISTRIBUTING	05/05/2022		020924	-21.14
				DIRECT AUTOMOTIVE DISTRIBUTING	09/29/2022		020924	-48.00
				DIRECT AUTOMOTIVE DISTRIBUTING	11/30/2023		020924	-16.00
				DIRECT AUTOMOTIVE DISTRIBUTING	01/10/2024		020924	348.19
				DIRECT AUTOMOTIVE DISTRIBUTING	01/12/2024		020924	58.49
						CHECK	253740 TOTAL:	1,249.44
253741	02/09/2024	PRTD	102201	EMPLOYMENT SEC DEPT, UI TAX ADMINIS	01/13/2023		020924	21,173.36
						CHECK	253741 TOTAL:	21,173.36
253742	02/09/2024	PRTD	102248	EVERSTAR REALTY INC	02/01/2024		020924	850.00
						CHECK	253742 TOTAL:	850.00
253743	02/09/2024	PRTD	102275	FASTSIGNS	01/29/2024		020924	510.35
						CHECK	253743 TOTAL:	510.35

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253744	02/09/2024	PRTD	102286	FELLMAN, TYSON	02/01/2024		020924	708.00
						CHECK	253744 TOTAL:	708.00
253745	02/09/2024	PRTD	102321	FIRE SYSTEMS WEST, INC.	12/22/2023		020924	1,027.22
						CHECK	253745 TOTAL:	1,027.22
253746	02/09/2024	PRTD	100732	FIRST CREEKSIDE LLC	02/01/2024		020924	1,055.00
						CHECK	253746 TOTAL:	1,055.00
253747	02/09/2024	PRTD	102331	FITT 513 LLC	02/01/2024		020924	925.00
						CHECK	253747 TOTAL:	925.00
253748	02/09/2024	PRTD	102400	GALLS, LLC	01/04/2024		020924	1,271.79
				GALLS, LLC	01/02/2024		020924	-388.06
				GALLS, LLC	01/10/2024		020924	111.20
				GALLS, LLC	01/16/2024		020924	225.01
				GALLS, LLC	01/20/2024		020924	24.02
						CHECK	253748 TOTAL:	1,243.96
253749	02/09/2024	PRTD	105689	GARRATT LAW PLLC	01/08/2024		020924	400.00
				GARRATT LAW PLLC	01/08/2024		020924	360.00
				GARRATT LAW PLLC	01/08/2024		020924	540.00
				GARRATT LAW PLLC	01/08/2024		020924	500.00
				GARRATT LAW PLLC	01/08/2024		020924	560.00
				GARRATT LAW PLLC	01/08/2024		020924	560.00
				GARRATT LAW PLLC	01/08/2024		020924	540.00
				GARRATT LAW PLLC	01/08/2024		020924	2,460.00
				GARRATT LAW PLLC	01/08/2024		020924	220.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253749 TOTAL:	6,140.00
253750	02/09/2024	PRTD	105858	GLORIA LUCATERO	02/01/2024		020924	500.00
						CHECK	253750 TOTAL:	500.00
253751	02/09/2024	PRTD	102474	GRAINGER	01/10/2024		020924	104.11
				GRAINGER	01/18/2024		020924	129.82
						CHECK	253751 TOTAL:	233.93
253752	02/09/2024	PRTD	102485	GREEN DRAGON INVESTMENTS, LLC	02/01/2024		020924	1,100.00
				GREEN DRAGON INVESTMENTS, LLC	02/05/2024		020924	911.00
				GREEN DRAGON INVESTMENTS, LLC	02/06/2024		020924	1,150.00
						CHECK	253752 TOTAL:	3,161.00
253753	02/09/2024	PRTD	100166	GROW SCALE LLC	02/05/2024		020924	1,049.00
				GROW SCALE LLC	02/02/2024		020924	1,098.00
						CHECK	253753 TOTAL:	2,147.00
253754	02/09/2024	PRTD	105659	GROWING FORWARD SERVICES LLC	01/09/2024		020924	2,400.00
						CHECK	253754 TOTAL:	2,400.00
253755	02/09/2024	PRTD	102499	GUARDIAN RFID	01/01/2024		020924	1,380.00
						CHECK	253755 TOTAL:	1,380.00
253756	02/09/2024	PRTD	105599	H&L AUTO GLASS LLC	01/04/2024		020924	43.24
				H&L AUTO GLASS LLC	01/30/2024		020924	32.43
						CHECK	253756 TOTAL:	75.67
253757	02/09/2024	PRTD	100791	HEATHERSTONE PRESERVATION LP	02/01/2024		020924	636.00
				HEATHERSTONE PRESERVATION LP	02/01/2024		020924	797.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253757 TOTAL:	1,433.00
253758	02/09/2024	PRTD	105248	HILL INTERNATIONAL INC	01/09/2024		020924	341.85
						CHECK	253758 TOTAL:	341.85
253759	02/09/2024	PRTD	101092	HR & CB INC	02/01/2024		020924	758.00
				HR & CB INC	02/05/2024		020924	567.00
				HR & CB INC	02/05/2024		020924	466.00
				HR & CB INC	02/05/2024		020924	567.00
						CHECK	253759 TOTAL:	2,358.00
253760	02/09/2024	PRTD	105918	J & S PROPERTY	02/01/2024		020924	600.00
						CHECK	253760 TOTAL:	600.00
253761	02/09/2024	PRTD	102764	JADWIN STEVENS APARTMENTS	02/02/2024		020924	1,105.00
				JADWIN STEVENS APARTMENTS	02/01/2024		020924	1,114.00
				JADWIN STEVENS APARTMENTS	02/01/2024		020924	911.00
						CHECK	253761 TOTAL:	3,130.00
253762	02/09/2024	PRTD	102764	JADWIN STEVENS APARTMENTS	02/01/2024		020924	1,000.00
						CHECK	253762 TOTAL:	1,000.00
253763	02/09/2024	PRTD	105786	JESSICA HORST	02/01/2024		020924	955.00
						CHECK	253763 TOTAL:	955.00
253764	02/09/2024	PRTD	102778	JIM'S PACIFIC GARAGES, INC	01/08/2024		020924	45.68
				JIM'S PACIFIC GARAGES, INC	01/08/2024		020924	80.12
				JIM'S PACIFIC GARAGES, INC	01/09/2024		020924	2,242.97
				JIM'S PACIFIC GARAGES, INC	01/16/2024		020924	-77.14
				JIM'S PACIFIC GARAGES, INC	01/17/2024		020924	92.96

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				JIM'S PACIFIC GARAGES, INC	01/17/2024		020924	50.80
				JIM'S PACIFIC GARAGES, INC	01/29/2024		020924	87.72
				JIM'S PACIFIC GARAGES, INC	01/22/2024		020924	101.56
				JIM'S PACIFIC GARAGES, INC	01/25/2024		020924	-324.30
				JIM'S PACIFIC GARAGES, INC	01/29/2024		020924	40.86
				JIM'S PACIFIC GARAGES, INC	01/30/2024		020924	295.63
						CHECK	253764 TOTAL:	2,636.86
253765	02/09/2024	PRTD	102790	JOHNSON CONTROLS FIRE, PROTECTION L	01/30/2024		020924	78.94
				JOHNSON CONTROLS FIRE, PROTECTION L	01/12/2024		020924	78.03
						CHECK	253765 TOTAL:	156.97
253766	02/09/2024	PRTD	102823	KAMIAKIN APTS	02/02/2024		020924	1,089.00
				KAMIAKIN APTS	02/02/2024		020924	662.00
				KAMIAKIN APTS	02/02/2024		020924	1,089.00
				KAMIAKIN APTS	02/01/2024		020924	947.00
				KAMIAKIN APTS	02/01/2024		020924	1,089.00
				KAMIAKIN APTS	02/05/2024		020924	696.00
				KAMIAKIN APTS	02/05/2024		020924	1,089.00
				KAMIAKIN APTS	02/05/2024		020924	1,089.00
				KAMIAKIN APTS	02/05/2024		020924	806.00
				KAMIAKIN APTS	02/06/2024		020924	662.00
				KAMIAKIN APTS	02/06/2024		020924	1,089.00
				KAMIAKIN APTS	02/06/2024		020924	546.00
						CHECK	253766 TOTAL:	10,853.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253767	02/09/2024	PRTD	102826	KEEFE COMMISSARY NETWORK, LLC	01/23/2024		020924	-1.11
				KEEFE COMMISSARY NETWORK, LLC	01/24/2024		020924	4,866.07
				KEEFE COMMISSARY NETWORK, LLC	01/24/2024		020924	-153.95
				KEEFE COMMISSARY NETWORK, LLC	01/24/2024		020924	-42.85
				KEEFE COMMISSARY NETWORK, LLC	01/29/2024		020924	-43.48
				KEEFE COMMISSARY NETWORK, LLC	01/31/2024		020924	4,939.55
				KEEFE COMMISSARY NETWORK, LLC	01/31/2024		020924	-220.35
				KEEFE COMMISSARY NETWORK, LLC	02/01/2024		020924	-1.51
				KEEFE COMMISSARY NETWORK, LLC	02/01/2024		020924	-3.78
				KEEFE COMMISSARY NETWORK, LLC	02/05/2024		020924	-40.72
						CHECK	253767 TOTAL:	9,297.87
253768	02/09/2024	PRTD	102840	KENNEWICK SCHOOL DIST #17	01/22/2024		020924	286.00
						CHECK	253768 TOTAL:	286.00
253769	02/09/2024	PRTD	100603	KIM, YOUNG	02/05/2024		020924	317.00
						CHECK	253769 TOTAL:	317.00
253770	02/09/2024	PRTD	106002	KUTAK ROCK LLP	01/23/2024		020924	3,362.00
						CHECK	253770 TOTAL:	3,362.00
253771	02/09/2024	PRTD	100686	LASCAR ELECTRONICS INC	01/30/2024		020924	178.80
						CHECK	253771 TOTAL:	178.80
253772	02/09/2024	PRTD	105992	LEG INC	07/31/2023		020924	158.70
						CHECK	253772 TOTAL:	158.70
253773	02/09/2024	PRTD	102988	LIFEPOINT CORPORATE SERVICES , GEN	02/01/2024		020924	171.00
				LIFEPOINT CORPORATE SERVICES , GEN	02/01/2024		020924	171.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253773 TOTAL:	342.00
253774	02/09/2024	PRTD	103004	LITHIA CHRYSLER JEEP, DODGE OF TRI-	01/12/2024		020924	1,304.40
				LITHIA CHRYSLER JEEP, DODGE OF TRI-	01/22/2024		020924	62.87
						CHECK	253774 TOTAL:	1,367.27
253775	02/09/2024	PRTD	103022	LOURDES OCCUPATIONAL HEALTH, CLINIC	01/23/2024		020924	60.00
						CHECK	253775 TOTAL:	60.00
253776	02/09/2024	PRTD	100832	LOWES HOME CENTERS LLC	01/27/2024		020924	3,913.62
						CHECK	253776 TOTAL:	3,913.62
253777	02/09/2024	PRTD	103067	M & M BOLT CO, LLC	01/18/2024		020924	41.25
						CHECK	253777 TOTAL:	41.25
253778	02/09/2024	PRTD	105824	MARIA A RIOS MARROQUIN	02/02/2024		020924	951.00
						CHECK	253778 TOTAL:	951.00
253779	02/09/2024	PRTD	104585	MARQUINA INVESTMENTS LLC	02/01/2024		020924	1,350.00
				MARQUINA INVESTMENTS LLC	02/01/2024		020924	1,350.00
				MARQUINA INVESTMENTS LLC	02/01/2024		020924	1,300.00
						CHECK	253779 TOTAL:	4,000.00
253780	02/09/2024	PRTD	103108	MASON, JOHN	02/02/2024		020924	1,485.00
				MASON, JOHN	02/01/2024		020924	1,206.00
				MASON, JOHN	02/01/2024		020924	1,206.00
				MASON, JOHN	02/01/2024		020924	1,206.00
				MASON, JOHN	02/01/2024		020924	1,206.00
				MASON, JOHN	02/01/2024		020924	813.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253780 TOTAL:	7,122.00
253781	02/09/2024	PRTD	103112	MATTHEW BENDER & CO INC., LEXISNEXI	01/01/2024		020924	163.05
						CHECK	253781 TOTAL:	163.05
253782	02/09/2024	PRTD	104342	MCL PROPERTIES / FRASH, INC.	02/02/2024		020924	788.00
						CHECK	253782 TOTAL:	788.00
253783	02/09/2024	PRTD	103134	MEL'S INTERCITY TOWING	02/06/2024		020924	81.53
						CHECK	253783 TOTAL:	81.53
253784	02/09/2024	PRTD	103140	MENDOZA, RAMIRO	01/30/2024		020924	1,600.00
				MENDOZA, RAMIRO	01/30/2024		020924	1,600.00
				MENDOZA, RAMIRO	01/30/2024		020924	1,600.00
						CHECK	253784 TOTAL:	4,800.00
253785	02/09/2024	PRTD	105148	MICHAEL KOLEBER	02/01/2024		020924	800.00
				MICHAEL KOLEBER	02/06/2024		020924	800.00
						CHECK	253785 TOTAL:	1,600.00
253786	02/09/2024	PRTD	102885	MOLLY COLLINS	01/24/2024		020924	120.00
						CHECK	253786 TOTAL:	120.00
253787	02/09/2024	PRTD	103248	NAPA-PROSSER	11/28/2023		020924	56.73
				NAPA-PROSSER	01/03/2024		020924	3.80
						CHECK	253787 TOTAL:	60.53
253788	02/09/2024	PRTD	103293	NEW ENGLAND FLAG AND BANNER, INC	01/26/2024		020924	1,024.98
						CHECK	253788 TOTAL:	1,024.98

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253789	02/09/2024	PRTD	105991	ODILON C ALVAREZ	02/02/2024		020924	1,335.00
				ODILON C ALVAREZ	02/02/2024		020924	1,335.00
						CHECK	253789 TOTAL:	2,670.00
253790	02/09/2024	PRTD	103393	ORCHARD HILLS APARTMENTS LLC	01/31/2024		020924	1,325.00
				ORCHARD HILLS APARTMENTS LLC	01/31/2024		020924	1,325.00
				ORCHARD HILLS APARTMENTS LLC	01/31/2024		020924	1,325.00
				ORCHARD HILLS APARTMENTS LLC	01/31/2024		020924	1,325.00
				ORCHARD HILLS APARTMENTS LLC	01/31/2024		020924	1,325.00
				ORCHARD HILLS APARTMENTS LLC	01/31/2024		020924	152.00
						CHECK	253790 TOTAL:	6,777.00
253791	02/09/2024	PRTD	103448	OXFORD HOUSE CLEARVIEW	02/01/2024		020924	575.00
						CHECK	253791 TOTAL:	575.00
253792	02/09/2024	PRTD	103423	OXFORD HOUSE JERICHO	02/01/2024		020924	400.00
				OXFORD HOUSE JERICHO	02/01/2024		020924	400.00
				OXFORD HOUSE JERICHO	02/01/2024		020924	400.00
				OXFORD HOUSE JERICHO	02/01/2024		020924	400.00
						CHECK	253792 TOTAL:	1,600.00
253793	02/09/2024	PRTD	105683	PACIFIC NORTHWEST LEGAL SUPPORT	12/29/2023		020924	61.18
				PACIFIC NORTHWEST LEGAL SUPPORT	12/29/2023		020924	61.18
						CHECK	253793 TOTAL:	122.36
253794	02/09/2024	PRTD	103469	PACIFIC OFFICE AUTOMATION, INC	01/29/2024		020924	1,271.65
						CHECK	253794 TOTAL:	1,271.65

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253795	02/09/2024	PRTD	105842	PALOUSE HOMES	02/05/2024		020924	806.00
						CHECK	253795 TOTAL:	806.00
253796	02/09/2024	PRTD	103483	PAPE' MACHINERY, INC	01/15/2024		020924	140.14
						CHECK	253796 TOTAL:	140.14
253797	02/09/2024	PRTD	105724	PASCO HAVEN LLC	02/01/2024		020924	955.00
				PASCO HAVEN LLC	02/01/2024		020924	955.00
				PASCO HAVEN LLC	02/01/2024		020924	955.00
				PASCO HAVEN LLC	02/01/2024		020924	811.00
				PASCO HAVEN LLC	02/05/2024		020924	530.00
				PASCO HAVEN LLC	02/05/2024		020924	811.00
				PASCO HAVEN LLC	02/05/2024		020924	811.00
				PASCO HAVEN LLC	02/05/2024		020924	955.00
				PASCO HAVEN LLC	02/05/2024		020924	955.00
				PASCO HAVEN LLC	02/05/2024		020924	811.00
				PASCO HAVEN LLC	02/05/2024		020924	811.00
				PASCO HAVEN LLC	02/05/2024		020924	399.00
				PASCO HAVEN LLC	02/05/2024		020924	415.00
				PASCO HAVEN LLC	02/05/2024		020924	459.00
				PASCO HAVEN LLC	02/05/2024		020924	431.00
						CHECK	253797 TOTAL:	11,064.00
253798	02/09/2024	PRTD	100509	PASCO TRICITIES KOA	02/02/2024		020924	825.00
				PASCO TRICITIES KOA	02/02/2024		020924	825.00
						CHECK	253798 TOTAL:	1,650.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253799	02/09/2024	PRTD	100509	PASCO TRICITIES KOA	02/02/2024		020924	825.00
						CHECK	253799 TOTAL:	825.00
253800	02/09/2024	PRTD	100509	PASCO TRICITIES KOA	02/02/2024		020924	50.00
						CHECK	253800 TOTAL:	50.00
253801	02/09/2024	PRTD	103514	PC MEADOW SPRINGS, LLC	02/06/2024		020924	1,092.00
						CHECK	253801 TOTAL:	1,092.00
253802	02/09/2024	PRTD	103526	PENSER NORTHAMERICA, INC.	02/05/2024		020924	2,590.00
						CHECK	253802 TOTAL:	2,590.00
253803	02/09/2024	PRTD	100835	PRONTO PROCESS SERVICE	01/31/2024		020924	35.00
				PRONTO PROCESS SERVICE	01/31/2024		020924	40.00
				PRONTO PROCESS SERVICE	01/08/2024		020924	30.00
				PRONTO PROCESS SERVICE	01/05/2024		020924	30.00
				PRONTO PROCESS SERVICE	01/03/2024		020924	30.00
				PRONTO PROCESS SERVICE	01/16/2024		020924	30.00
				PRONTO PROCESS SERVICE	01/16/2024		020924	30.00
				PRONTO PROCESS SERVICE	01/17/2024		020924	30.00
				PRONTO PROCESS SERVICE	01/05/2024		020924	45.00
				PRONTO PROCESS SERVICE	01/26/2024		020924	45.00
				PRONTO PROCESS SERVICE	01/22/2024		020924	30.00
				PRONTO PROCESS SERVICE	01/26/2024		020924	45.00
				PRONTO PROCESS SERVICE	01/26/2024		020924	45.00
				PRONTO PROCESS SERVICE	01/31/2024		020924	25.00
						CHECK	253803 TOTAL:	490.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253804	02/09/2024	PRTD	103665	QUADIENT FINANCE USA INC	12/18/2023		020924	3,057.77
						CHECK	253804 TOTAL:	3,057.77
253805	02/09/2024	PRTD	105814	RAMONA HARRIET TAYLOR	02/01/2024		020924	900.00
						CHECK	253805 TOTAL:	900.00
253806	02/09/2024	PRTD	102821	RBJK VENTURE, LLC	02/01/2024		020924	955.00
						CHECK	253806 TOTAL:	955.00
253807	02/09/2024	PRTD	105889	RICHARD JAMES VALENTE	02/01/2024		020924	700.00
						CHECK	253807 TOTAL:	700.00
253808	02/09/2024	PRTD	105894	RICHARD KRENZ	02/01/2024		020924	950.00
						CHECK	253808 TOTAL:	950.00
253809	02/09/2024	PRTD	103748	RICHLAND MOBILE HOME PARK	02/02/2024		020924	600.00
						CHECK	253809 TOTAL:	600.00
253810	02/09/2024	PRTD	100338	RICHLAND SKY APARTMENTS LLC	02/06/2024		020924	1,206.00
						CHECK	253810 TOTAL:	1,206.00
253811	02/09/2024	PRTD	103846	SAMS, TALESHA SOPHIA, LAW OFFICE OF	01/24/2024		020924	1,750.00
						CHECK	253811 TOTAL:	1,750.00
253812	02/09/2024	PRTD	103856	SANTIAGO COUNTRY ESTATES VIEW	02/02/2024		020924	500.00
				SANTIAGO COUNTRY ESTATES VIEW	02/02/2024		020924	105.00
				SANTIAGO COUNTRY ESTATES VIEW	02/02/2024		020924	520.00
				SANTIAGO COUNTRY ESTATES VIEW	02/02/2024		020924	520.00
						CHECK	253812 TOTAL:	1,645.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253813	02/09/2024	PRTD	103865	SCHINDLER ELEVATOR CORP.	10/01/2023		020924	3,940.38
					CHECK		253813 TOTAL:	3,940.38
253814	02/09/2024	PRTD	103926	SILVER CREEK APARTMENTS	02/01/2024		020924	955.00
					CHECK		253814 TOTAL:	955.00
253815	02/09/2024	PRTD	103935	SIX STATES DISTRIBUTORS INC	01/16/2024		020924	134.19
					CHECK		253815 TOTAL:	134.19
253816	02/09/2024	PRTD	104027	STAPLES	01/24/2024		020924	81.51
					CHECK		253816 TOTAL:	81.51
253817	02/09/2024	PRTD	103909	STARLITE MOTEL	02/01/2024		020924	975.00
				STARLITE MOTEL	02/01/2024		020924	975.00
					CHECK		253817 TOTAL:	1,950.00
253818	02/09/2024	PRTD	104055	STRICTLY TECHNOLOGY LLC	01/12/2024		020924	2,348.59
					CHECK		253818 TOTAL:	2,348.59
253819	02/09/2024	PRTD	104093	SUPPORT, ADVOCACY AND	11/30/2023		020924	882.60
				SUPPORT, ADVOCACY AND	12/31/2023		020924	656.58
					CHECK		253819 TOTAL:	1,539.18
253820	02/09/2024	PRTD	104116	TAHITIAN MOTOR INN	02/01/2024		020924	250.12
				TAHITIAN MOTOR INN	02/01/2024		020924	250.12
				TAHITIAN MOTOR INN	02/01/2024		020924	250.12
				TAHITIAN MOTOR INN	02/01/2024		020924	250.12
				TAHITIAN MOTOR INN	02/01/2024		020924	1,318.76
				TAHITIAN MOTOR INN	02/01/2024		020924	250.12

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				TAHITIAN MOTOR INN	02/01/2024		020924	250.12
				TAHITIAN MOTOR INN	02/01/2024		020924	202.50
				TAHITIAN MOTOR INN	02/01/2024		020924	202.50
				TAHITIAN MOTOR INN	02/01/2024		020924	202.50
				TAHITIAN MOTOR INN	02/01/2024		020924	250.12
				TAHITIAN MOTOR INN	02/01/2024		020924	250.12
				TAHITIAN MOTOR INN	02/01/2024		020924	250.12
				TAHITIAN MOTOR INN	02/01/2024		020924	321.00
				TAHITIAN MOTOR INN	02/01/2024		020924	321.00
				TAHITIAN MOTOR INN	02/01/2024		020924	321.00
				TAHITIAN MOTOR INN	02/01/2024		020924	321.00
						CHECK	253820 TOTAL:	5,461.34
253821	02/09/2024	PRTD	104119	TANKMAX INC	01/26/2024		020924	134.55
						CHECK	253821 TOTAL:	134.55
253822	02/09/2024	PRTD	105435	THAXTON PARKINSON PLLC	12/31/2023		020924	1,175.00
						CHECK	253822 TOTAL:	1,175.00
253823	02/09/2024	PRTD	104150	THE PERSONAL TOUCH CLEANING, INC	01/30/2024		020924	2,819.04
						CHECK	253823 TOTAL:	2,819.04
253824	02/09/2024	PRTD	104158	THOMSON REUTERS	02/01/2024		020924	3,249.23
				THOMSON REUTERS	02/01/2024		020924	871.57
						CHECK	253824 TOTAL:	4,120.80
253825	02/09/2024	PRTD	104169	TIMBERS APARTMENTS	02/01/2024		020924	230.00
						CHECK	253825 TOTAL:	230.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253826	02/09/2024	PRTD	104181	TORRES, GABRIELA	02/01/2024		020924	700.00
						CHECK	253826 TOTAL:	700.00
253827	02/09/2024	PRTD	104196	TRANSUNION RISK AND ALTERNATIV, DAT	02/01/2024		020924	81.53
						CHECK	253827 TOTAL:	81.53
253828	02/09/2024	PRTD	104208	TRI-CITIES MONITORING, INC	01/23/2024		020924	4,888.01
						CHECK	253828 TOTAL:	4,888.01
253829	02/09/2024	PRTD	100684	TRI-CITIES RV RESORT LLC	02/01/2024		020924	750.00
						CHECK	253829 TOTAL:	750.00
253830	02/09/2024	PRTD	104226	TRI-CITY HERALD	01/31/2024		020924	388.26
						CHECK	253830 TOTAL:	388.26
253831	02/09/2024	PRTD	104255	TWIN CITY METALS INC	01/17/2024		020924	139.14
						CHECK	253831 TOTAL:	139.14
253832	02/09/2024	PRTD	104324	VALLEY PUBLISHING CO	01/31/2024		020924	77.56
				VALLEY PUBLISHING CO	01/31/2024		020924	111.78
						CHECK	253832 TOTAL:	189.34
253833	02/09/2024	PRTD	101271	VICS AUTO AND SUPPLY, NAPA	12/27/2023		020924	37.79
				VICS AUTO AND SUPPLY, NAPA	01/02/2024		020924	-37.79
				VICS AUTO AND SUPPLY, NAPA	01/02/2024		020924	6.73
				VICS AUTO AND SUPPLY, NAPA	01/09/2024		020924	36.48
						CHECK	253833 TOTAL:	43.21
253834	02/09/2024	PRTD	104346	VINE TECH EQUIPMENT, LLC	12/29/2023		020924	356.50

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253834 TOTAL:	356.50
253835	02/09/2024	PRTD	105982	VISCHER FUNERAL SUPPLIES INC	01/19/2024		020924	6,441.71
						CHECK	253835 TOTAL:	6,441.71
253836	02/09/2024	PRTD	104984	VITAL RECORDS HOLDINGS LLC	01/31/2024		020924	228.02
				VITAL RECORDS HOLDINGS LLC	01/31/2024		020924	1,225.30
						CHECK	253836 TOTAL:	1,453.32
253837	02/09/2024	PRTD	104374	W S D A, PESTICIDE MNGT DIV	01/30/2024		020924	75.00
						CHECK	253837 TOTAL:	75.00
253838	02/09/2024	PRTD	104374	W S D A, PESTICIDE MNGT DIV	01/30/2024		020924	75.00
						CHECK	253838 TOTAL:	75.00
253839	02/09/2024	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	02/01/2024		020924	1,099.75
						CHECK	253839 TOTAL:	1,099.75
253840	02/09/2024	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	02/01/2024		020924	44.00
						CHECK	253840 TOTAL:	44.00
253841	02/09/2024	PRTD	104484	WM CORPORATE SERVICES INC	02/01/2024		020924	974.98
				WM CORPORATE SERVICES INC	02/01/2024		020924	501.39
						CHECK	253841 TOTAL:	1,476.37
253842	02/09/2024	PRTD	104961	WATKINS LEGACY LLC	02/05/2024		020924	1,200.00
				WATKINS LEGACY LLC	02/05/2024		020924	1,200.00
				WATKINS LEGACY LLC	02/05/2024		020924	1,200.00
						CHECK	253842 TOTAL:	3,600.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253843	02/09/2024	PRTD	104961	WATKINS LEGACY LLC	02/05/2024		020924	1,200.00
						CHECK	253843 TOTAL:	1,200.00
253844	02/09/2024	PRTD	101187	WILDFLOWER KENNEWICK 127, LLC	02/06/2024		020924	1,206.00
						CHECK	253844 TOTAL:	1,206.00
253845	02/09/2024	PRTD	105747	WINSUPPLY GREENVILLE NC CO	01/29/2024		020924	699.24
				WINSUPPLY GREENVILLE NC CO	12/28/2023		020924	911.84
				WINSUPPLY GREENVILLE NC CO	01/08/2024		020924	139.54
						CHECK	253845 TOTAL:	1,750.62
253846	02/09/2024	PRTD	104480	WSAC	01/01/2024		020924	2,399.00
						CHECK	253846 TOTAL:	2,399.00
253847	02/09/2024	PRTD	104614	YOURMEMBERSHIP.COM INC	01/11/2024		020924	624.50
				YOURMEMBERSHIP.COM INC	01/11/2024		020924	624.50
				YOURMEMBERSHIP.COM INC	01/11/2024		020924	624.50
						CHECK	253847 TOTAL:	1,873.50

NUMBER OF CHECKS 156 *** CASH ACCOUNT TOTAL *** 578,974.93

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	156	578,974.93

*** GRAND TOTAL *** 578,974.93

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 2 1228									
APP HS850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			105,931.60	
APP 99900000-11120 02/09/2024	020924	020924			AP Check Claims Clearing AP CASH DISBURSEMENTS JOURNAL				578,974.93
APP GF005000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			166,967.14	
APP HH850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			16,500.00	
APP ER850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			12,534.89	
APP JC850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			19,104.17	
APP PS850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			12,552.66	
APP CP850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			193,846.55	
APP FG850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			5,796.76	
APP BHF85000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			7,636.91	
APP EL500000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			71.84	
APP SW850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			186.76	
APP VA850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			78.00	
APP RD850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			1,878.00	
APP BU850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			364.52	
APP IM850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			22,757.36	
APP RE850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			716.85	
APP IB850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			9,460.92	
APP WC850000-21340 02/09/2024	020924	020924			Vouchers Payable AP CASH DISBURSEMENTS JOURNAL			2,590.00	
					GENERAL LEDGER TOTAL			578,974.93	578,974.93
APP 99900000-81080 02/09/2024	020924	020924			Due To Human Services			105,931.60	
APP HS810000-11110 02/09/2024	020924	020924			Cash Equity				105,931.60
APP 99900000-80010					Due To General Fund			166,967.14	

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
02/09/2024	020924	020924						
APP GF001000-11110					Cash Equity			166,967.14
02/09/2024	020924	020924						
APP 99900000-81540					Due To Homeless Hsng & Assistn		16,500.00	
02/09/2024	020924	020924						
APP HH810000-11110					Cash Equity			16,500.00
02/09/2024	020924	020924						
APP 99900000-85010					Due To Equipment Rental & Rev		12,534.89	
02/09/2024	020924	020924						
APP ER810000-11110					Cash Equity			12,534.89
02/09/2024	020924	020924						
APP 99900000-81150					Due To Juvenile Center		19,104.17	
02/09/2024	020924	020924						
APP JC810000-11110					Cash Equity			19,104.17
02/09/2024	020924	020924						
APP 99900000-81480					Due To Public Safety Tax Fund		12,552.66	
02/09/2024	020924	020924						
APP PS810000-11110					Cash Equity			12,552.66
02/09/2024	020924	020924						
APP 99900000-83050					Due To Capital Projects		193,846.55	
02/09/2024	020924	020924						
APP CP810000-11110					Cash Equity			193,846.55
02/09/2024	020924	020924						
APP 99900000-81240					Due To Fairgrounds Oper Budget		5,796.76	
02/09/2024	020924	020924						
APP FG810000-11110					Cash Equity			5,796.76
02/09/2024	020924	020924						
APP 99900000-81600					Due To Behavioral Health		7,636.91	
02/09/2024	020924	020924						
APP BHF81000-11110					Cash Equity			7,636.91
02/09/2024	020924	020924						
APP 99900000-81110					Due To Election Reserve		71.84	
02/09/2024	020924	020924						
APP EL100000-11110					Cash Equity			71.84
02/09/2024	020924	020924						
APP 99900000-81550					Due To Solid Waste Collection		186.76	
02/09/2024	020924	020924						
APP SW810000-11110					Cash Equity			186.76
02/09/2024	020924	020924						
APP 99900000-81040					Due To Veterans Assistance Fnd		78.00	
02/09/2024	020924	020924						
APP VA810000-11110					Cash Equity			78.00
02/09/2024	020924	020924						
APP 99900000-81010					Due To County Road		1,878.00	
02/09/2024	020924	020924						
APP RD810000-11110					Cash Equity			1,878.00
02/09/2024	020924	020924						
APP 99900000-81490					Due To Protective Insp Srvs Fd		364.52	
02/09/2024	020924	020924						

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 BU810000-11110 02/09/2024	020924	020924			Cash Equity				364.52
APP 99900000-85040 02/09/2024	020924	020924			Due To Insurance Management			22,757.36	
APP IM810000-11110 02/09/2024	020924	020924			Cash Equity				22,757.36
APP 99900000-81300 02/09/2024	020924	020924			Due To Real Estate Excise Tax			716.85	
APP RE810000-11110 02/09/2024	020924	020924			Cash Equity				716.85
APP 99900000-81160 02/09/2024	020924	020924			Due To Inmate Benevolence Fund			9,460.92	
APP IB810000-11110 02/09/2024	020924	020924			Cash Equity				9,460.92
APP 99900000-85030 02/09/2024	020924	020924			Due To Workmens Compensation			2,590.00	
APP WC810000-11110 02/09/2024	020924	020924			Cash Equity				2,590.00
					SYSTEM GENERATED ENTRIES TOTAL			578,974.93	578,974.93
					JOURNAL 2024/02/1228 TOTAL			1,157,949.86	1,157,949.86

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	1228	02/09/2024			
GF001000-11110				Cash Equity			166,967.14
GF005000-21340				Vouchers Payable		166,967.14	
					FUND TOTAL	166,967.14	166,967.14
1010 County Road	2024	2	1228	02/09/2024			
RD810000-11110				Cash Equity			1,878.00
RD850000-21340				Vouchers Payable		1,878.00	
					FUND TOTAL	1,878.00	1,878.00
1040 Veterans Assistance Fund	2024	2	1228	02/09/2024			
VA810000-11110				Cash Equity			78.00
VA850000-21340				Vouchers Payable		78.00	
					FUND TOTAL	78.00	78.00
1080 Human Services	2024	2	1228	02/09/2024			
HS810000-11110				Cash Equity			105,931.60
HS850000-21340				Vouchers Payable		105,931.60	
					FUND TOTAL	105,931.60	105,931.60
1110 Election Reserve	2024	2	1228	02/09/2024			
EL100000-11110				Cash Equity			71.84
EL500000-21340				Vouchers Payable		71.84	
					FUND TOTAL	71.84	71.84
1150 Juvenile Center	2024	2	1228	02/09/2024			
JC810000-11110				Cash Equity			19,104.17
JC850000-21340				Vouchers Payable		19,104.17	
					FUND TOTAL	19,104.17	19,104.17
1160 Inmate Benevolence Fund	2024	2	1228	02/09/2024			
IB810000-11110				Cash Equity			9,460.92
IB850000-21340				Vouchers Payable		9,460.92	
					FUND TOTAL	9,460.92	9,460.92
1240 Event Center	2024	2	1228	02/09/2024			
FG810000-11110				Cash Equity			5,796.76
FG850000-21340				Vouchers Payable		5,796.76	
					FUND TOTAL	5,796.76	5,796.76
1300 Real Estate Excise Tax	2024	2	1228	02/09/2024			

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
RE810000-11110				Cash Equity			716.85
RE850000-21340				Vouchers Payable		716.85	
					FUND TOTAL	716.85	716.85
1480 Public Safety Tax Fund	2024	2	1228	02/09/2024			
PS810000-11110				Cash Equity			12,552.66
PS850000-21340				Vouchers Payable		12,552.66	
					FUND TOTAL	12,552.66	12,552.66
1490 Protective Inspection Srvs Fnd	2024	2	1228	02/09/2024			
BU810000-11110				Cash Equity			364.52
BU850000-21340				Vouchers Payable		364.52	
					FUND TOTAL	364.52	364.52
1540 Homeless Housing And Assistnce	2024	2	1228	02/09/2024			
HH810000-11110				Cash Equity			16,500.00
HH850000-21340				Vouchers Payable		16,500.00	
					FUND TOTAL	16,500.00	16,500.00
1550 Solid Waste Collection Fund	2024	2	1228	02/09/2024			
SW810000-11110				Cash Equity			186.76
SW850000-21340				Vouchers Payable		186.76	
					FUND TOTAL	186.76	186.76
1600 Behavioral Health	2024	2	1228	02/09/2024			
BHF81000-11110				Cash Equity			7,636.91
BHF85000-21340				Vouchers Payable		7,636.91	
					FUND TOTAL	7,636.91	7,636.91
3050 Capital Projects	2024	2	1228	02/09/2024			
CP810000-11110				Cash Equity			193,846.55
CP850000-21340				Vouchers Payable		193,846.55	
					FUND TOTAL	193,846.55	193,846.55
5010 Equipment Rental & Revolving	2024	2	1228	02/09/2024			
ER810000-11110				Cash Equity			12,534.89
ER850000-21340				Vouchers Payable		12,534.89	
					FUND TOTAL	12,534.89	12,534.89
5030 Workmens Compensation	2024	2	1228	02/09/2024			
WC810000-11110				Cash Equity			2,590.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
WC850000-21340					Vouchers Payable	2,590.00	
					FUND TOTAL	2,590.00	2,590.00
5040 Insurance Management	2024	2	1228	02/09/2024			
IM810000-11110					Cash Equity		22,757.36
IM850000-21340					Vouchers Payable	22,757.36	
					FUND TOTAL	22,757.36	22,757.36
9999 Treasurers Pooled Cash	2024	2	1228	02/09/2024			
99900000-11120					AP Check Claims Clearing		578,974.93
99900000-80010					Due To General Fund	166,967.14	
99900000-81010					Due To County Road	1,878.00	
99900000-81040					Due To Veterans Assistance Fnd	78.00	
99900000-81080					Due To Human Services	105,931.60	
99900000-81110					Due To Election Reserve	71.84	
99900000-81150					Due To Juvenile Center	19,104.17	
99900000-81160					Due To Inmate Benevolence Fund	9,460.92	
99900000-81240					Due To Fairgrounds Oper Budget	5,796.76	
99900000-81300					Due To Real Estate Excise Tax	716.85	
99900000-81480					Due To Public Safety Tax Fund	12,552.66	
99900000-81490					Due To Protective Insp Srvs Fd	364.52	
99900000-81540					Due To Homeless Hsng & Assistn	16,500.00	
99900000-81550					Due To Solid Waste Collection	186.76	
99900000-81600					Due To Behavioral Health	7,636.91	
99900000-83050					Due To Capital Projects	193,846.55	
99900000-85010					Due To Equipment Rental & Rev	12,534.89	
99900000-85030					Due To Workmens Compensation	2,590.00	
99900000-85040					Due To Insurance Management	22,757.36	
					FUND TOTAL	578,974.93	578,974.93

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		166,967.14
1010	County Road		1,878.00
1040	Veterans Assistance Fund		78.00
1080	Human Services		105,931.60
1110	Election Reserve		71.84
1150	Juvenile Center		19,104.17
1160	Inmate Benevolence Fund		9,460.92
1240	Event Center		5,796.76
1300	Real Estate Excise Tax		716.85
1480	Public Safety Tax Fund		12,552.66
1490	Protective Inspection Srvs Fnd		364.52
1540	Homeless Housing And Assistnce		16,500.00
1550	Solid Waste Collection Fund		186.76
1600	Behavioral Health		7,636.91
3050	Capital Projects		193,846.55
5010	Equipment Rental & Revolving		12,534.89
5030	Workmens Compensation		2,590.00
5040	Insurance Management		22,757.36
9999	Treasurers Pooled Cash	578,974.93	
	TOTAL	578,974.93	578,974.93

** 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
803	02/09/2024	EFT	102812	K & H INTEGRATED PRINT, SOLUTIONS	01/30/2024		020924E	17,270.33
						CHECK	803 TOTAL:	17,270.33

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 17,270.33

	COUNT	AMOUNT
TOTAL EFT'S	1	17,270.33

*** GRAND TOTAL *** 17,270.33

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 2 1230									
APP EL500000-21340					Vouchers Payable			17,270.33	
02/09/2024	020924E	020924			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121					AP Wire Clearing				17,270.33
02/09/2024	020924E	020924			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			17,270.33	17,270.33
APP 99900000-81110					Due To Election Reserve			17,270.33	
02/09/2024	020924E	020924							
APP EL100000-11110					Cash Equity				17,270.33
02/09/2024	020924E	020924							
					SYSTEM GENERATED ENTRIES TOTAL			17,270.33	17,270.33
					JOURNAL 2024/02/1230 TOTAL			34,540.66	34,540.66

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
1110 Election Reserve	2024	2	1230	02/09/2024		
EL100000-11110				Cash Equity		17,270.33
EL500000-21340				Vouchers Payable	17,270.33	
				FUND TOTAL	17,270.33	17,270.33
9999 Treasurers Pooled Cash	2024	2	1230	02/09/2024		
99900000-11121				AP Wire Clearing		17,270.33
99900000-81110				Due To Election Reserve	17,270.33	
				FUND TOTAL	17,270.33	17,270.33

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
1110 Election Reserve			17,270.33
9999 Treasurers Pooled Cash		17,270.33	
	TOTAL	17,270.33	17,270.33

** 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
1548	02/09/2024	WIRE	101046	B C MEALS	01/29/2024			66.95
						CHECK	1548 TOTAL:	66.95
1549	02/09/2024	WIRE	101046	B C MEALS	01/29/2024			66.95
						CHECK	1549 TOTAL:	66.95
1550	02/09/2024	WIRE	101046	B C MEALS	01/29/2024			66.95
						CHECK	1550 TOTAL:	66.95
1551	02/09/2024	WIRE	101046	B C MEALS	01/29/2024			66.95
						CHECK	1551 TOTAL:	66.95
1555	02/09/2024	WIRE	101529	B C WORKMANS COMP	02/02/2024			12,246.96
						CHECK	1555 TOTAL:	12,246.96
1556	02/09/2024	WIRE	101046	B C MEALS	01/10/2024			60.95
						CHECK	1556 TOTAL:	60.95
1557	02/09/2024	WIRE	101046	B C MEALS	01/10/2024			60.95
						CHECK	1557 TOTAL:	60.95
1558	02/09/2024	WIRE	101046	B C MEALS	01/10/2024			60.95
						CHECK	1558 TOTAL:	60.95
1559	02/09/2024	WIRE	101046	B C MEALS	01/10/2024			60.95
						CHECK	1559 TOTAL:	60.95
1579	02/09/2024	WIRE	105532	B C JURY PAY	02/06/2024			423.42
						CHECK	1579 TOTAL:	423.42

NUMBER OF CHECKS 10 *** CASH ACCOUNT TOTAL *** 13,181.98

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	10	13,181.98

*** GRAND TOTAL *** 13,181.98

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 2 1229					
APP RD850000-21340	Vouchers Payable			450.65	
02/09/2024 CASH DISB 020924	AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100	Main Checking				13,181.98
02/09/2024 CASH DISB 020924	AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340	Vouchers Payable			12,246.96	
02/09/2024 CASH DISB 020924	AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340	Vouchers Payable			60.95	
02/09/2024 CASH DISB 020924	AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340	Vouchers Payable			423.42	
02/09/2024 CASH DISB 020924	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			13,181.98	13,181.98
APP 99900000-81010	Due To County Road			450.65	
02/09/2024 CASH DISB 020924					
APP RD810000-11110	Cash Equity				450.65
02/09/2024 CASH DISB 020924					
APP 99900000-85030	Due To Workmens Compensation			12,246.96	
02/09/2024 CASH DISB 020924					
APP WC810000-11110	Cash Equity				12,246.96
02/09/2024 CASH DISB 020924					
APP 99900000-81550	Due To Solid Waste Collection			60.95	
02/09/2024 CASH DISB 020924					
APP SW810000-11110	Cash Equity				60.95
02/09/2024 CASH DISB 020924					
APP 99900000-80010	Due To General Fund			423.42	
02/09/2024 CASH DISB 020924					
APP GF001000-11110	Cash Equity				423.42
02/09/2024 CASH DISB 020924					
	SYSTEM GENERATED ENTRIES TOTAL			13,181.98	13,181.98
	JOURNAL 2024/02/1229 TOTAL			26,363.96	26,363.96

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	1229	02/09/2024			
GF001000-11110				Cash Equity			423.42
GF005000-21340				Vouchers Payable		423.42	
					FUND TOTAL	423.42	423.42
1010 County Road	2024	2	1229	02/09/2024			
RD810000-11110				Cash Equity			450.65
RD850000-21340				Vouchers Payable		450.65	
					FUND TOTAL	450.65	450.65
1550 Solid Waste Collection Fund	2024	2	1229	02/09/2024			
SW810000-11110				Cash Equity			60.95
SW850000-21340				Vouchers Payable		60.95	
					FUND TOTAL	60.95	60.95
5030 Workmens Compensation	2024	2	1229	02/09/2024			
WC810000-11110				Cash Equity			12,246.96
WC850000-21340				Vouchers Payable		12,246.96	
					FUND TOTAL	12,246.96	12,246.96
9999 Treasurers Pooled Cash	2024	2	1229	02/09/2024			
99900000-11100				Main Checking			13,181.98
99900000-80010				Due To General Fund		423.42	
99900000-81010				Due To County Road		450.65	
99900000-81550				Due To Solid Waste Collection		60.95	
99900000-85030				Due To Workmens Compensation		12,246.96	
					FUND TOTAL	13,181.98	13,181.98

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		423.42
1010 County Road		450.65
1550 Solid Waste Collection Fund		60.95
5030 Workmens Compensation		12,246.96
9999 Treasurers Pooled Cash	13,181.98	
TOTAL	13,181.98	13,181.98

** 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: 02/09/2024

Pcards: # 1582

Total of all Funds: $410,880.37

Commissioner_____

Commissioner_____

Commissioner_____

Date Signed _____

CASH ACCOUNT: 99900000 11123 Procurement Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
1582	02/09/2024	WIRE	102181	ELAN, CORPORATE PAYMENTS	02/08/2024			410,880.37
							CHECK 1582 TOTAL:	410,880.37
						NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***	410,880.37

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	1	410,880.37

*** GRAND TOTAL *** 410,880.37

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 2 1348									
APP 99900000-21340					Vouchers Payable			410,880.37	
02/09/2024	CASH DISB	020924			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11123					Procurement Clearing				410,880.37
02/09/2024	CASH DISB	020924			AP CASH DISBURSEMENTS JOURNAL				
					JOURNAL 2024/02/1348	TOTAL		410,880.37	410,880.37

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
9999 Treasurers Pooled Cash	2024	2	1348	02/09/2024			
99900000-11123					Procurement Clearing		410,880.37
99900000-21340					Vouchers Payable	410,880.37	
					FUND TOTAL	410,880.37	410,880.37

** 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: 02/16/2024

Warrants: 253874-254001
Total of all Funds: $2,258,569.30

EFT # 804-807
Transfers # 1583-1585, 1591-1592
Total of all Funds: $98,101.46

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
253874	02/16/2024	PRTD	100869	911 SUPPLY INC	01/30/2024		021624	286.90
				911 SUPPLY INC	01/30/2024		021624	286.90
				911 SUPPLY INC	01/30/2024		021624	305.38
				911 SUPPLY INC	01/30/2024		021624	155.42
				911 SUPPLY INC	01/30/2024		021624	131.48
						CHECK	253874 TOTAL:	1,166.08
253875	02/16/2024	PRTD	100804	ABC FORMS LLC	02/05/2024		021624	826.12
						CHECK	253875 TOTAL:	826.12
253876	02/16/2024	PRTD	105901	ALTIS COUNSELING ASSOCIATES LLC	01/31/2024		021624	300.00
						CHECK	253876 TOTAL:	300.00
253877	02/16/2024	PRTD	101365	APOLLO HEATING & AIR CONDITION	01/26/2024		021624	204.80
				APOLLO HEATING & AIR CONDITION	01/31/2024		021624	1,846.51
				APOLLO HEATING & AIR CONDITION	01/31/2024		021624	145.18
						CHECK	253877 TOTAL:	2,196.49
253878	02/16/2024	PRTD	101364	APOLLO MECHANICAL CONTRACTORS	01/12/2024		021624	6,740.12
				APOLLO MECHANICAL CONTRACTORS	02/13/2024		021624	175.66
				APOLLO MECHANICAL CONTRACTORS	01/12/2024		021624	1,116.40
				APOLLO MECHANICAL CONTRACTORS	12/29/2023		021624	346.85
						CHECK	253878 TOTAL:	8,379.03
253879	02/16/2024	PRTD	101377	ARAMARK CORRECTIONAL SVCS LLC	01/24/2024		021624	17,232.22
				ARAMARK CORRECTIONAL SVCS LLC	01/24/2024		021624	25,111.45
				ARAMARK CORRECTIONAL SVCS LLC	01/31/2024		021624	24,810.24
				ARAMARK CORRECTIONAL SVCS LLC	02/07/2024		021624	24,892.26

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253879 TOTAL:	92,046.17
253880	02/16/2024	PRTD	101379	ARC SERVICES LLC	02/10/2024		021624	6,789.50
						CHECK	253880 TOTAL:	6,789.50
253881	02/16/2024	PRTD	105921	ASCERTAIN POLYGRAPH SERVICES LLC	02/06/2024		021624	350.00
						CHECK	253881 TOTAL:	350.00
253882	02/16/2024	PRTD	105837	ATLAS TECHNICAL CONSULTANTS LLC	01/18/2024		021624	1,015.00
						CHECK	253882 TOTAL:	1,015.00
253883	02/16/2024	PRTD	101414	AVERY DENNISON CORPORATION	01/11/2024		021624	13,040.25
				AVERY DENNISON CORPORATION	01/24/2024		021624	5,501.75
				AVERY DENNISON CORPORATION	02/05/2024		021624	93.67
				AVERY DENNISON CORPORATION	01/24/2024		021624	-5,501.75
						CHECK	253883 TOTAL:	13,133.92
253884	02/16/2024	PRTD	100596	AXON ENTERPRISE INC	02/01/2024		021624	3,709.42
						CHECK	253884 TOTAL:	3,709.42
253885	02/16/2024	PRTD	102459	B-F-WW GOOD ROADS	01/13/2024		021624	250.00
						CHECK	253885 TOTAL:	250.00
253886	02/16/2024	PRTD	101443	BANLIN CONSTRUCTION, LLC	01/30/2024		021624	107,205.06
				BANLIN CONSTRUCTION, LLC	01/30/2024		021624	215,936.58
						CHECK	253886 TOTAL:	323,141.64
253887	02/16/2024	PRTD	101458	BASIN DISPOSAL INC	01/31/2024		021624	203.20
						CHECK	253887 TOTAL:	203.20

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253888	02/16/2024	PRTD	101663	BRUTZMANS INC	08/14/2023		021624	2,509.76
					CHECK		253888 TOTAL:	2,509.76
253889	02/16/2024	PRTD	105445	BUD CLARY FORD/HYUNDAI	01/26/2024		021624	56,020.72
					CHECK		253889 TOTAL:	56,020.72
253890	02/16/2024	PRTD	101677	BUNKER, THE	02/08/2024		021624	110.87
				BUNKER, THE	02/07/2024		021624	244.75
				BUNKER, THE	02/06/2024		021624	183.88
				BUNKER, THE	02/06/2024		021624	391.31
				BUNKER, THE	02/06/2024		021624	61.19
					CHECK		253890 TOTAL:	992.00
253891	02/16/2024	PRTD	101682	BWR HOLDINGS LLLP	02/13/2024		021624	10,218.07
					CHECK		253891 TOTAL:	10,218.07
253892	02/16/2024	PRTD	101895	C I INFORMATION MANAGEMENT	01/31/2024		021624	89.21
					CHECK		253892 TOTAL:	89.21
253893	02/16/2024	PRTD	101895	C I INFORMATION MANAGEMENT	01/31/2024		021624	413.54
					CHECK		253893 TOTAL:	413.54
253894	02/16/2024	PRTD	105028	C K J T ARCHITECTS	02/01/2024		021624	3,991.00
					CHECK		253894 TOTAL:	3,991.00
253895	02/16/2024	PRTD	101705	CALVERT TECHNICAL SERVICES INC	02/09/2024		021624	1,170.00
					CHECK		253895 TOTAL:	1,170.00
253896	02/16/2024	PRTD	101707	CAMPBELL, LLC-LMHC, AMY P	02/04/2024		021624	2,400.00

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253896 TOTAL:	2,400.00
253897	02/16/2024	PRTD	101736	CARRIER, TAWNEY	01/09/2024		021624	4,500.00
						CHECK	253897 TOTAL:	4,500.00
253898	02/16/2024	PRTD	101750	CASCADE NATURAL GAS CORP	02/05/2024		021624	27,012.12
				CASCADE NATURAL GAS CORP	02/09/2024		021624	1,096.55
						CHECK	253898 TOTAL:	28,108.67
253899	02/16/2024	PRTD	101796	CHERVENELL CONSTRUCTION CO INC	02/02/2024		021624	61,416.52
						CHECK	253899 TOTAL:	61,416.52
253900	02/16/2024	PRTD	101814	CINTAS CORPORATION	01/23/2024		021624	186.76
				CINTAS CORPORATION	01/30/2024		021624	186.76
				CINTAS CORPORATION	02/06/2024		021624	245.76
						CHECK	253900 TOTAL:	619.28
253901	02/16/2024	PRTD	101823	CITY OF RICHLAND (Richland)	01/01/2024		021624	478.26
						CHECK	253901 TOTAL:	478.26
253902	02/16/2024	PRTD	101824	CITY OF RICHLAND LANDFILL	01/31/2024		021624	54.25
						CHECK	253902 TOTAL:	54.25
253903	02/16/2024	PRTD	101826	CITY OF WEST RICHLAND	01/24/2024		021624	593,625.35
						CHECK	253903 TOTAL:	593,625.35
253904	02/16/2024	PRTD	101856	COFFEY REFRIGERATION	01/19/2024		021624	1,218.59
						CHECK	253904 TOTAL:	1,218.59
253905	02/16/2024	PRTD	101860	COLEMAN OIL COMPANY	01/31/2024		021624	148.03
				COLEMAN OIL COMPANY	01/31/2024		021624	123.41

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				COLEMAN OIL COMPANY	01/31/2024		021624	131.51
				COLEMAN OIL COMPANY	01/31/2024		021624	59.73
				COLEMAN OIL COMPANY	01/31/2024		021624	576.27
				COLEMAN OIL COMPANY	01/31/2024		021624	571.46
				COLEMAN OIL COMPANY	01/31/2024		021624	117.10
						CHECK	253905 TOTAL:	1,727.51
253906	02/16/2024	PRTD	101784	COMPREHENSIVE HEALTHCARE	02/02/2024		021624	2,100.00
				COMPREHENSIVE HEALTHCARE	01/23/2024		021624	38,536.79
						CHECK	253906 TOTAL:	40,636.79
253907	02/16/2024	PRTD	101913	COMPUNET, INC	02/07/2024		021624	1,687.50
						CHECK	253907 TOTAL:	1,687.50
253908	02/16/2024	PRTD	101917	CONNECTIONS CONSULTING, MA LLC	01/31/2024		021624	5,325.00
						CHECK	253908 TOTAL:	5,325.00
253909	02/16/2024	PRTD	101918	CONNELL OIL INC	01/23/2024		021624	351.87
				CONNELL OIL INC	01/29/2024		021624	281.21
				CONNELL OIL INC	01/24/2024		021624	490.09
				CONNELL OIL INC	01/31/2024		021624	3,376.70
						CHECK	253909 TOTAL:	4,499.87
253910	02/16/2024	PRTD	101950	CORWIN FORD - TRI-CITIES	12/28/2023		021624	147.75
				CORWIN FORD - TRI-CITIES	01/24/2024		021624	148.21
				CORWIN FORD - TRI-CITIES	01/19/2024		021624	88.17
				CORWIN FORD - TRI-CITIES	01/23/2024		021624	93.40
				CORWIN FORD - TRI-CITIES	01/23/2024		021624	23.35

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				CORWIN FORD - TRI-CITIES	02/01/2024		021624	67.49
				CORWIN FORD - TRI-CITIES	02/02/2024		021624	70.05
				CORWIN FORD - TRI-CITIES	02/09/2024		021624	264.09
							CHECK 253910 TOTAL:	902.51
253911	02/16/2024	PRTD	105853	COUNTY OF THURSTON	02/01/2024		021624	350.00
							CHECK 253911 TOTAL:	350.00
253912	02/16/2024	PRTD	105912	CROSSROAD LANGUAGES	02/08/2024		021624	450.00
							CHECK 253912 TOTAL:	450.00
253913	02/16/2024	PRTD	105912	CROSSROAD LANGUAGES	02/08/2024		021624	600.00
							CHECK 253913 TOTAL:	600.00
253914	02/16/2024	PRTD	101999	CRYSTAL SPRINGS	02/11/2024		021624	39.53
							CHECK 253914 TOTAL:	39.53
253915	02/16/2024	PRTD	105896	DARREN JON DINWOODIE	01/03/2024		021624	300.00
							CHECK 253915 TOTAL:	300.00
253916	02/16/2024	PRTD	105765	DIANA ANGELICA CHAVEZ	01/20/2024		021624	1,800.00
							CHECK 253916 TOTAL:	1,800.00
253917	02/16/2024	PRTD	102102	DIRECT AUTOMOTIVE DISTRIBUTING	11/30/2023		021624	-16.00
				DIRECT AUTOMOTIVE DISTRIBUTING	10/24/2023		021624	42.39
				DIRECT AUTOMOTIVE DISTRIBUTING	10/27/2023		021624	14.13
				DIRECT AUTOMOTIVE DISTRIBUTING	01/19/2024		021624	98.98
				DIRECT AUTOMOTIVE DISTRIBUTING	11/24/2023		021624	-15.00
				DIRECT AUTOMOTIVE DISTRIBUTING	01/17/2024		021624	105.49
				DIRECT AUTOMOTIVE DISTRIBUTING	01/19/2024		021624	332.69

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				DIRECT AUTOMOTIVE DISTRIBUTING	01/19/2024		021624	36.18
				DIRECT AUTOMOTIVE DISTRIBUTING	01/26/2024		021624	234.91
				DIRECT AUTOMOTIVE DISTRIBUTING	02/02/2024		021624	90.45
				DIRECT AUTOMOTIVE DISTRIBUTING	02/09/2024		021624	49.05
						CHECK	253917 TOTAL:	973.27
253918	02/16/2024	PRTD	104805	EMBARK SAFETY LLC	02/05/2024		021624	578.50
						CHECK	253918 TOTAL:	578.50
253919	02/16/2024	PRTD	105820	EVENTS AT SUNSET	02/01/2024		021624	380.00
						CHECK	253919 TOTAL:	380.00
253920	02/16/2024	PRTD	105620	EVERHEALTH LLC	02/12/2024		021624	18,148.67
				EVERHEALTH LLC	02/12/2024		021624	15,520.80
				EVERHEALTH LLC	02/13/2024		021624	5,323.11
						CHECK	253920 TOTAL:	38,992.58
253921	02/16/2024	PRTD	102299	FIKES NORTHWEST CORP	01/03/2024		021624	60.52
				FIKES NORTHWEST CORP	01/29/2024		021624	60.52
						CHECK	253921 TOTAL:	121.04
253922	02/16/2024	PRTD	105974	FORENSIC PATHOLOGY SERVICES LLC	02/13/2024		021624	7,350.00
						CHECK	253922 TOTAL:	7,350.00
253923	02/16/2024	PRTD	102380	FREEMAN, BERNARD	02/09/2024		021624	409.98
						CHECK	253923 TOTAL:	409.98
253924	02/16/2024	PRTD	102446	GLOBAL INDUSTRIAL	02/09/2024		021624	1,102.15

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253924 TOTAL:	1,102.15
253925	02/16/2024	PRTD	102465	GORDON THOMAS HONEYWELL, GOVERNMENT	01/31/2024		021624	4,375.00
				GORDON THOMAS HONEYWELL, GOVERNMENT	01/31/2024		021624	7,350.00
						CHECK	253925 TOTAL:	11,725.00
253926	02/16/2024	PRTD	105281	GPS INSIGHT LLC	01/01/2024		021624	53.94
						CHECK	253926 TOTAL:	53.94
253927	02/16/2024	PRTD	102548	HART, PAUL	02/09/2024		021624	636.20
						CHECK	253927 TOTAL:	636.20
253928	02/16/2024	PRTD	102576	HENRY, MICHAEL MS ABS	01/31/2024		021624	1,130.00
				HENRY, MICHAEL MS ABS	01/30/2024		021624	950.00
				HENRY, MICHAEL MS ABS	01/30/2024		021624	1,275.00
						CHECK	253928 TOTAL:	3,355.00
253929	02/16/2024	PRTD	105825	HILLCREST FUNERALS AND CREMATION	02/03/2024		021624	120.00
						CHECK	253929 TOTAL:	120.00
253930	02/16/2024	PRTD	102661	HUNZIKER, KRISTI L	02/05/2024		021624	318.75
				HUNZIKER, KRISTI L	02/05/2024		021624	340.00
						CHECK	253930 TOTAL:	658.75
253931	02/16/2024	PRTD	102679	IDEAL OPTION PLLC	01/07/2024		021624	27,524.00
						CHECK	253931 TOTAL:	27,524.00
253932	02/16/2024	PRTD	102712	INTERMOUNTAIN CLEANING SERVICE, INC	01/15/2024		021624	42,360.50
						CHECK	253932 TOTAL:	42,360.50

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
253933	02/16/2024	PRTD	102745	IRONCLAD COMPANY	01/22/2024		021624	4,082.13
						CHECK	253933 TOTAL:	4,082.13
253934	02/16/2024	PRTD	102778	JIM'S PACIFIC GARAGES, INC	01/23/2024		021624	155.43
				JIM'S PACIFIC GARAGES, INC	01/23/2024		021624	725.83
				JIM'S PACIFIC GARAGES, INC	01/23/2024		021624	203.70
				JIM'S PACIFIC GARAGES, INC	01/26/2024		021624	61.02
				JIM'S PACIFIC GARAGES, INC	01/26/2024		021624	74.41
				JIM'S PACIFIC GARAGES, INC	01/29/2024		021624	148.81
				JIM'S PACIFIC GARAGES, INC	02/05/2024		021624	199.88
				JIM'S PACIFIC GARAGES, INC	02/02/2024		021624	76.74
						CHECK	253934 TOTAL:	1,645.82
253935	02/16/2024	PRTD	105348	JRT MECHANICAL INC	01/19/2024		021624	27,058.45
						CHECK	253935 TOTAL:	27,058.45
253936	02/16/2024	PRTD	104935	KBT DISTRIBUTING LLC	01/19/2024		021624	11,019.60
				KBT DISTRIBUTING LLC	01/22/2024		021624	10,742.52
						CHECK	253936 TOTAL:	21,762.12
253937	02/16/2024	PRTD	102826	KEEFE COMMISSARY NETWORK, LLC	02/07/2024		021624	4,598.10
				KEEFE COMMISSARY NETWORK, LLC	02/07/2024		021624	-259.53
						CHECK	253937 TOTAL:	4,338.57
253938	02/16/2024	PRTD	102828	KELLER SUPPLY COMPANY	01/31/2024		021624	2,656.65
						CHECK	253938 TOTAL:	2,656.65
253939	02/16/2024	PRTD	102878	KONICA MINOLTA BUSINESS, SOLUTIONS	01/31/2024		021624	296.20
				KONICA MINOLTA BUSINESS, SOLUTIONS	01/31/2024		021624	296.43

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				KONICA MINOLTA BUSINESS, SOLUTIONS	01/31/2024		021624	296.43
				KONICA MINOLTA BUSINESS, SOLUTIONS	01/31/2024		021624	295.74
							CHECK 253939 TOTAL:	1,184.80
253940	02/16/2024	PRTD	102925	LANGUAGE LINE SERVICES	01/31/2024		021624	57.34
				LANGUAGE LINE SERVICES	01/31/2024		021624	30.00
							CHECK 253940 TOTAL:	87.34
253941	02/16/2024	PRTD	105796	LAW ENFORCEMENT PERSPECTIVES	01/11/2024		021624	15,836.96
							CHECK 253941 TOTAL:	15,836.96
253942	02/16/2024	PRTD	102939	LAW OFFICE OF TAWNEY L CARRIER	02/07/2024		021624	1,748.55
							CHECK 253942 TOTAL:	1,748.55
253943	02/16/2024	PRTD	102954	LOU SOWERS PC	11/09/2023		021624	1,400.00
				LOU SOWERS PC	01/23/2024		021624	1,400.00
				LOU SOWERS PC	02/04/2024		021624	700.00
							CHECK 253943 TOTAL:	3,500.00
253944	02/16/2024	PRTD	103025	LOWE'S HOME CENTERS INC	01/25/2024		021624	501.23
							CHECK 253944 TOTAL:	501.23
253945	02/16/2024	PRTD	103168	MILLER PAINT COMPANY INC	02/05/2024		021624	124.41
							CHECK 253945 TOTAL:	124.41
253946	02/16/2024	PRTD	103069	MMEC ARCHITECTURE & INTERIORS , LLC	01/01/2024		021624	20,947.50
							CHECK 253946 TOTAL:	20,947.50
253947	02/16/2024	PRTD	103210	MOTOROLA SOLUTIONS, INC	01/09/2024		021624	111,264.37

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253947 TOTAL:	111,264.37
253948	02/16/2024	PRTD	104963	MR ROOTER PLUMBING	01/26/2024		021624	1,725.82
						CHECK	253948 TOTAL:	1,725.82
253949	02/16/2024	PRTD	103248	NAPA-PROSSER	01/29/2024		021624	10.24
						CHECK	253949 TOTAL:	10.24
253950	02/16/2024	PRTD	105031	NOLAN'S BODY SHOP INC	01/29/2024		021624	20,286.39
						CHECK	253950 TOTAL:	20,286.39
253951	02/16/2024	PRTD	103310	NORMENT SECURITY GROUP, INC, DBA AI	12/20/2023		021624	1,303.56
						CHECK	253951 TOTAL:	1,303.56
253952	02/16/2024	PRTD	103338	NORTHWEST SALES GROUP INC	01/29/2024		021624	42.16
						CHECK	253952 TOTAL:	42.16
253953	02/16/2024	PRTD	999999	JAIME SARMIENTO	02/08/2024		021624	59.78
						CHECK	253953 TOTAL:	59.78
253954	02/16/2024	PRTD	999999	THOMAS GRIST	02/01/2024		021624	13.48
						CHECK	253954 TOTAL:	13.48
253955	02/16/2024	PRTD	103381	ONE WORLD TELECOMMUNICATIONS , INC	01/17/2024		021624	5,670.85
						CHECK	253955 TOTAL:	5,670.85
253956	02/16/2024	PRTD	105832	OSW EQUIPMENT & REPAIR LLC	01/31/2024		021624	1,828.44
						CHECK	253956 TOTAL:	1,828.44
253957	02/16/2024	PRTD	103414	OVERHEAD DOOR CO OF TRI-CITIES	02/07/2024		021624	571.77

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253957 TOTAL:	571.77
253958	02/16/2024	PRTD	103427	OXARC INC	01/22/2024		021624	632.30
						CHECK	253958 TOTAL:	632.30
253959	02/16/2024	PRTD	106001	PACIFIC NORTHWEST FORENSIC	01/15/2024		021624	8,988.00
						CHECK	253959 TOTAL:	8,988.00
253960	02/16/2024	PRTD	103483	PAPE' MACHINERY, INC	01/19/2024		021624	517.82
				PAPE' MACHINERY, INC	01/17/2024		021624	450.44
				PAPE' MACHINERY, INC	01/22/2024		021624	510.85
				PAPE' MACHINERY, INC	01/22/2024		021624	512.83
						CHECK	253960 TOTAL:	1,991.94
253961	02/16/2024	PRTD	103526	PENSER NORTHAMERICA, INC.	02/13/2024		021624	2,590.00
						CHECK	253961 TOTAL:	2,590.00
253962	02/16/2024	PRTD	103548	PHASE 2 ELECTRIC, INC	01/29/2024		021624	231,520.00
						CHECK	253962 TOTAL:	231,520.00
253963	02/16/2024	PRTD	103652	PITNEY BOWES PURCHASE POWER	02/01/2024		021624	5,540.17
						CHECK	253963 TOTAL:	5,540.17
253964	02/16/2024	PRTD	103571	PLATT ELECTRIC SUPPLY	10/27/2023		021624	-872.75
				PLATT ELECTRIC SUPPLY	11/25/2023		021624	117.82
				PLATT ELECTRIC SUPPLY	12/11/2023		021624	74.16
				PLATT ELECTRIC SUPPLY	12/11/2023		021624	92.10
				PLATT ELECTRIC SUPPLY	12/20/2023		021624	106.15
				PLATT ELECTRIC SUPPLY	12/14/2023		021624	236.58
				PLATT ELECTRIC SUPPLY	12/14/2023		021624	78.81

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
				PLATT ELECTRIC SUPPLY	01/23/2024		021624	77.52
				PLATT ELECTRIC SUPPLY	02/02/2024		021624	298.33
					CHECK		253964 TOTAL:	208.72
253965	02/16/2024	PRTD	100824	PPC SOLUTIONS INC	01/31/2024		021624	70.68
					CHECK		253965 TOTAL:	70.68
253966	02/16/2024	PRTD	103613	PROCLAIM, INC	01/17/2024		021624	780.00
				PROCLAIM, INC	12/08/2023		021624	780.00
					CHECK		253966 TOTAL:	1,560.00
253967	02/16/2024	PRTD	100835	PRONTO PROCESS SERVICE	02/01/2024		021624	60.00
				PRONTO PROCESS SERVICE	01/31/2024		021624	60.00
				PRONTO PROCESS SERVICE	01/31/2024		021624	60.00
					CHECK		253967 TOTAL:	180.00
253968	02/16/2024	PRTD	105916	PROTHMAN COMPANY	11/28/2023		021624	2,169.00
				PROTHMAN COMPANY	01/17/2024		021624	739.00
					CHECK		253968 TOTAL:	2,908.00
253969	02/16/2024	PRTD	103684	RAINWATER, INC	02/06/2024		021624	1.08
				RAINWATER, INC	02/06/2024		021624	15.07
					CHECK		253969 TOTAL:	16.15
253970	02/16/2024	PRTD	103686	RAMON, BERTHA	02/01/2024		021624	9,000.00
					CHECK		253970 TOTAL:	9,000.00
253971	02/16/2024	PRTD	105180	RANDALL JOBS	01/03/2024		021624	2,707.16

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253971 TOTAL:	2,707.16
253972	02/16/2024	PRTD	103712	REDSKY TECHNOLOGIES, INC	01/31/2024		021624	434.80
						CHECK	253972 TOTAL:	434.80
253973	02/16/2024	PRTD	103755	RICOH USA, INC	01/24/2024		021624	606.69
				RICOH USA, INC	01/16/2024		021624	1,624.68
				RICOH USA, INC	02/02/2024		021624	452.24
				RICOH USA, INC	01/24/2024		021624	551.49
				RICOH USA, INC	01/19/2024		021624	330.60
				RICOH USA, INC	02/01/2024		021624	981.66
				RICOH USA, INC	01/12/2024		021624	335.42
				RICOH USA, INC	01/26/2024		021624	356.37
				RICOH USA, INC	02/02/2024		021624	992.04
				RICOH USA, INC	01/17/2024		021624	523.24
				RICOH USA, INC	01/17/2024		021624	523.24
				RICOH USA, INC	02/05/2024		021624	335.42
				RICOH USA, INC	02/05/2024		021624	201.32
				RICOH USA, INC	02/05/2024		021624	2,026.16
				RICOH USA, INC	02/05/2024		021624	318.17
				RICOH USA, INC	02/05/2024		021624	892.47
				RICOH USA, INC	02/06/2024		021624	430.27
				RICOH USA, INC	02/08/2024		021624	1,624.68
				RICOH USA, INC	02/08/2024		021624	438.71
				RICOH USA, INC	01/24/2024		021624	196.98
				RICOH USA, INC	01/25/2024		021624	570.55
				RICOH USA, INC	02/02/2024		021624	322.67

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		253973 TOTAL:	14,635.07
253974	02/16/2024	PRTD	103755	RICOH USA, INC	01/31/2024		021624	155.91
				RICOH USA, INC	01/16/2024		021624	53.12
				RICOH USA, INC	01/30/2024		021624	155.91
				RICOH USA, INC	01/12/2024		021624	124.56
				RICOH USA, INC	01/30/2024		021624	183.31
				RICOH USA, INC	01/26/2024		021624	155.08
				RICOH USA, INC	02/05/2024		021624	124.56
				RICOH USA, INC	02/05/2024		021624	135.66
				RICOH USA, INC	02/08/2024		021624	53.12
				RICOH USA, INC	02/07/2024		021624	52.68
				RICOH USA, INC	02/08/2024		021624	55.53
					CHECK		253974 TOTAL:	1,249.44
253975	02/16/2024	PRTD	103818	RWC INTERNATIONAL, LTD	01/31/2024		021624	979.45
					CHECK		253975 TOTAL:	979.45
253976	02/16/2024	PRTD	103850	SALT DISTRIBUTORS INC	01/24/2024		021624	31,587.60
					CHECK		253976 TOTAL:	31,587.60
253977	02/16/2024	PRTD	103865	SCHINDLER ELEVATOR CORP.	01/01/2024		021624	3,940.38
				SCHINDLER ELEVATOR CORP.	01/24/2024		021624	1,352.32
				SCHINDLER ELEVATOR CORP.	01/25/2024		021624	338.08
				SCHINDLER ELEVATOR CORP.	02/01/2024		021624	3,940.38
					CHECK		253977 TOTAL:	9,571.16
253978	02/16/2024	PRTD	103889	SENSKE LAWN & TREE CARE INC	01/24/2024		021624	310.61

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253978 TOTAL:	310.61
253979	02/16/2024	PRTD	105945	SHELLY HANSEN LLC	02/03/2024		021624	262.50
						CHECK	253979 TOTAL:	262.50
253980	02/16/2024	PRTD	102527	SHELLY HANSEN RID CERTIFIED, SIGN L	02/03/2024		021624	258.75
						CHECK	253980 TOTAL:	258.75
253981	02/16/2024	PRTD	102527	SHELLY HANSEN RID CERTIFIED, SIGN L	02/03/2024		021624	75.00
						CHECK	253981 TOTAL:	75.00
253982	02/16/2024	PRTD	103920	SIERRA ELECTRIC INC	01/10/2024		021624	293.38
				SIERRA ELECTRIC INC	01/10/2024		021624	275.03
				SIERRA ELECTRIC INC	01/17/2024		021624	918.43
						CHECK	253982 TOTAL:	1,486.84
253983	02/16/2024	PRTD	103954	SMITH, DONALD	02/09/2024		021624	280.00
						CHECK	253983 TOTAL:	280.00
253984	02/16/2024	PRTD	104077	SUNBELT RENTALS INC	01/10/2024		021624	1,629.44
						CHECK	253984 TOTAL:	1,629.44
253985	02/16/2024	PRTD	104150	THE PERSONAL TOUCH CLEANING, INC	01/31/2024		021624	4,410.37
						CHECK	253985 TOTAL:	4,410.37
253986	02/16/2024	PRTD	101142	TOM DENCHEL FORD COUNTRY, OF PROSSE	01/15/2024		021624	2,053.76
				TOM DENCHEL FORD COUNTRY, OF PROSSE	01/23/2024		021624	508.39
				TOM DENCHEL FORD COUNTRY, OF PROSSE	01/25/2024		021624	-45.55
				TOM DENCHEL FORD COUNTRY, OF PROSSE	08/29/2023		021624	-2,234.64

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
					CHECK		253986 TOTAL:	281.96
253987	02/16/2024	PRTD	105910	TRANS UNION LLC	01/29/2024		021624	63.30
					CHECK		253987 TOTAL:	63.30
253988	02/16/2024	PRTD	104257	TYLER TECHNOLOGIES, INC	02/01/2024		021624	15,607.56
				TYLER TECHNOLOGIES, INC	01/01/2024		021624	124,221.82
				TYLER TECHNOLOGIES, INC	02/01/2024		021624	49,547.99
					CHECK		253988 TOTAL:	189,377.37
253989	02/16/2024	PRTD	104317	UTILITIES UNDERGROUND LOC CTR	01/31/2024		021624	134.64
					CHECK		253989 TOTAL:	134.64
253990	02/16/2024	PRTD	104324	VALLEY PUBLISHING CO	01/24/2024		021624	212.16
				VALLEY PUBLISHING CO	02/07/2024		021624	109.50
					CHECK		253990 TOTAL:	321.66
253991	02/16/2024	PRTD	101271	VICS AUTO AND SUPPLY, NAPA	01/19/2024		021624	123.42
				VICS AUTO AND SUPPLY, NAPA	01/19/2024		021624	4.18
				VICS AUTO AND SUPPLY, NAPA	01/22/2024		021624	7.83
					CHECK		253991 TOTAL:	135.43
253992	02/16/2024	PRTD	104374	W S D A, PESTICIDE MNGT DIV	02/14/2024		021624	75.00
					CHECK		253992 TOTAL:	75.00
253993	02/16/2024	PRTD	104455	WA ST DEPT OF HEALTH	01/30/2024		021624	185.00
					CHECK		253993 TOTAL:	185.00
253994	02/16/2024	PRTD	104452	WA ST DEPT OF TRANSPORTATION	01/16/2024		021624	1,358.10

CASH ACCOUNT: 99900000 11120 AP Check Claims Clearing

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	INV DATE	PO	CHECK	NET
						CHECK	253994 TOTAL:	1,358.10
253995	02/16/2024	PRTD	104470	WASHINGTON STATE PATROL, BUDGET AND	02/01/2024		021624	33.00
				WASHINGTON STATE PATROL, BUDGET AND	02/01/2024		021624	68.50
						CHECK	253995 TOTAL:	101.50
253996	02/16/2024	PRTD	104449	WASHINGTON STATE TREASURER	02/13/2024		021624	139.30
						CHECK	253996 TOTAL:	139.30
253997	02/16/2024	PRTD	104496	WAXIE SANITARY SUPPLY	01/04/2024		021624	867.84
				WAXIE SANITARY SUPPLY	02/01/2024		021624	4,301.40
						CHECK	253997 TOTAL:	5,169.24
253998	02/16/2024	PRTD	106007	WENDI WACHSMUTH	02/02/2024		021624	7,200.00
						CHECK	253998 TOTAL:	7,200.00
253999	02/16/2024	PRTD	104528	WESTERN EXTERMINATOR COMPANY	01/16/2024		021624	251.64
				WESTERN EXTERMINATOR COMPANY	01/19/2024		021624	291.87
				WESTERN EXTERMINATOR COMPANY	01/19/2024		021624	131.34
						CHECK	253999 TOTAL:	674.85
254000	02/16/2024	PRTD	104480	WSAC	01/01/2024		021624	41,522.00
				WSAC	01/01/2024		021624	508.00
				WSAC	01/01/2024		021624	11,225.00
						CHECK	254000 TOTAL:	53,255.00
254001	02/16/2024	PRTD	104363	WSACA - EDUCATION COMMITTEE	02/15/2024		021624	385.00
				WSACA - EDUCATION COMMITTEE	02/15/2024		021624	385.00
						CHECK	254001 TOTAL:	770.00

NUMBER OF CHECKS 128 *** CASH ACCOUNT TOTAL *** 2,258,569.30

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	128	2,258,569.30

*** GRAND TOTAL *** 2,258,569.30

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 2 2339									
APP GF005000-21340					Vouchers Payable			383,089.04	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11120					AP Check Claims Clearing				2,258,569.30
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP JC850000-21340					Vouchers Payable			73,948.42	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP ER850000-21340					Vouchers Payable			64,960.45	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP PS850000-21340					Vouchers Payable			21,069.20	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP RD850000-21340					Vouchers Payable			46,589.56	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP CP850000-21340					Vouchers Payable			745,989.03	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP WR850000-21340					Vouchers Payable			56,020.72	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340					Vouchers Payable			12,464.46	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP SW850000-21340					Vouchers Payable			625.86	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP RC850000-21340					Vouchers Payable			593,625.35	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP IM850000-21340					Vouchers Payable			2,347.09	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP IT850000-21340					Vouchers Payable			211,913.84	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP BH850000-21340					Vouchers Payable			38,536.79	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP IB850000-21340					Vouchers Payable			4,338.57	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			2,590.00	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP BU850000-21340					Vouchers Payable			109.46	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP JD850000-21340					Vouchers Payable			212.16	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
APP SI850000-21340					Vouchers Payable			139.30	
02/16/2024 021624		021624			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			2,258,569.30	2,258,569.30
APP 99900000-80010					Due To General Fund			383,089.04	
02/16/2024 021624		021624							
APP GF001000-11110					Cash Equity				383,089.04
02/16/2024 021624		021624							
APP 99900000-81150					Due To Juvenile Center			73,948.42	

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
02/16/2024	021624	021624							
APP JC810000-11110					Cash Equity				73,948.42
02/16/2024	021624	021624							
APP 99900000-85010					Due To Equipment Rental & Rev			64,960.45	
02/16/2024	021624	021624							
APP ER810000-11110					Cash Equity				64,960.45
02/16/2024	021624	021624							
APP 99900000-81480					Due To Public Safety Tax Fund			21,069.20	
02/16/2024	021624	021624							
APP PS810000-11110					Cash Equity				21,069.20
02/16/2024	021624	021624							
APP 99900000-81010					Due To County Road			46,589.56	
02/16/2024	021624	021624							
APP RD810000-11110					Cash Equity				46,589.56
02/16/2024	021624	021624							
APP 99900000-83050					Due To Capital Projects			745,989.03	
02/16/2024	021624	021624							
APP CP810000-11110					Cash Equity				745,989.03
02/16/2024	021624	021624							
APP 99900000-81510					Due To Work Crew Replacement			56,020.72	
02/16/2024	021624	021624							
APP WR810000-11110					Cash Equity				56,020.72
02/16/2024	021624	021624							
APP 99900000-81110					Due To Election Reserve			12,464.46	
02/16/2024	021624	021624							
APP EL100000-11110					Cash Equity				12,464.46
02/16/2024	021624	021624							
APP 99900000-81550					Due To Solid Waste Collection			625.86	
02/16/2024	021624	021624							
APP SW810000-11110					Cash Equity				625.86
02/16/2024	021624	021624							
APP 99900000-81440					Due To Rural County Capital Fd			593,625.35	
02/16/2024	021624	021624							
APP RC810000-11110					Cash Equity				593,625.35
02/16/2024	021624	021624							
APP 99900000-85040					Due To Insurance Management			2,347.09	
02/16/2024	021624	021624							
APP IM810000-11110					Cash Equity				2,347.09
02/16/2024	021624	021624							
APP 99900000-85020					Due To Central Services			211,913.84	
02/16/2024	021624	021624							
APP IT810000-11110					Cash Equity				211,913.84
02/16/2024	021624	021624							
APP 99900000-81070					Due To Benton County Human Srv			38,536.79	
02/16/2024	021624	021624							
APP BH810000-11110					Cash Equity				38,536.79
02/16/2024	021624	021624							
APP 99900000-81160					Due To Inmate Benevolence Fund			4,338.57	
02/16/2024	021624	021624							

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 IB810000-11110					Cash Equity				4,338.57
02/16/2024	021624	021624							
APP 99900000-85030					Due To Workmens Compensation			2,590.00	
02/16/2024	021624	021624							
APP WC810000-11110					Cash Equity				2,590.00
02/16/2024	021624	021624							
APP 99900000-81490					Due To Protective Insp Srvs Fd			109.46	
02/16/2024	021624	021624							
APP BU810000-11110					Cash Equity				109.46
02/16/2024	021624	021624							
APP 99900000-81420					Due To Jail Depreciation Reser			212.16	
02/16/2024	021624	021624							
APP JD810000-11110					Cash Equity				212.16
02/16/2024	021624	021624							
APP 99900000-81260					Due To Sheriff Investig Fund			139.30	
02/16/2024	021624	021624							
APP SI810000-11110					Cash Equity				139.30
02/16/2024	021624	021624							
					SYSTEM GENERATED ENTRIES TOTAL			2,258,569.30	2,258,569.30
					JOURNAL 2024/02/2339 TOTAL			4,517,138.60	4,517,138.60

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	2339	02/16/2024				
GF001000-11110					Cash Equity			383,089.04
GF005000-21340					Vouchers Payable		383,089.04	
						FUND TOTAL	383,089.04	383,089.04
1010 County Road	2024	2	2339	02/16/2024				
RD810000-11110					Cash Equity			46,589.56
RD850000-21340					Vouchers Payable		46,589.56	
						FUND TOTAL	46,589.56	46,589.56
1070 Benton County Human Services	2024	2	2339	02/16/2024				
BH810000-11110					Cash Equity			38,536.79
BH850000-21340					Vouchers Payable		38,536.79	
						FUND TOTAL	38,536.79	38,536.79
1110 Election Reserve	2024	2	2339	02/16/2024				
EL100000-11110					Cash Equity			12,464.46
EL500000-21340					Vouchers Payable		12,464.46	
						FUND TOTAL	12,464.46	12,464.46
1150 Juvenile Center	2024	2	2339	02/16/2024				
JC810000-11110					Cash Equity			73,948.42
JC850000-21340					Vouchers Payable		73,948.42	
						FUND TOTAL	73,948.42	73,948.42
1160 Inmate Benevolence Fund	2024	2	2339	02/16/2024				
IB810000-11110					Cash Equity			4,338.57
IB850000-21340					Vouchers Payable		4,338.57	
						FUND TOTAL	4,338.57	4,338.57
1260 Sheriff Investigative Fund	2024	2	2339	02/16/2024				
SI810000-11110					Cash Equity			139.30
SI850000-21340					Vouchers Payable		139.30	
						FUND TOTAL	139.30	139.30
1420 Jail Depreciation Reserve	2024	2	2339	02/16/2024				
JD810000-11110					Cash Equity			212.16
JD850000-21340					Vouchers Payable		212.16	
						FUND TOTAL	212.16	212.16
1440 Rural County Capital Fund	2024	2	2339	02/16/2024				

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
RC810000-11110					Cash Equity			593,625.35
RC850000-21340					Vouchers Payable		593,625.35	
						FUND TOTAL	593,625.35	593,625.35
1480 Public Safety Tax Fund	2024	2	2339	02/16/2024				
PS810000-11110					Cash Equity			21,069.20
PS850000-21340					Vouchers Payable		21,069.20	
						FUND TOTAL	21,069.20	21,069.20
1490 Protective Inspection Srvs Fnd	2024	2	2339	02/16/2024				
BU810000-11110					Cash Equity			109.46
BU850000-21340					Vouchers Payable		109.46	
						FUND TOTAL	109.46	109.46
1510 Work Crew Replacement Fund	2024	2	2339	02/16/2024				
WR810000-11110					Cash Equity			56,020.72
WR850000-21340					Vouchers Payable		56,020.72	
						FUND TOTAL	56,020.72	56,020.72
1550 Solid Waste Collection Fund	2024	2	2339	02/16/2024				
SW810000-11110					Cash Equity			625.86
SW850000-21340					Vouchers Payable		625.86	
						FUND TOTAL	625.86	625.86
3050 Capital Projects	2024	2	2339	02/16/2024				
CP810000-11110					Cash Equity			745,989.03
CP850000-21340					Vouchers Payable		745,989.03	
						FUND TOTAL	745,989.03	745,989.03
5010 Equipment Rental & Revolving	2024	2	2339	02/16/2024				
ER810000-11110					Cash Equity			64,960.45
ER850000-21340					Vouchers Payable		64,960.45	
						FUND TOTAL	64,960.45	64,960.45
5020 Central Services	2024	2	2339	02/16/2024				
IT810000-11110					Cash Equity			211,913.84
IT850000-21340					Vouchers Payable		211,913.84	
						FUND TOTAL	211,913.84	211,913.84
5030 Workmens Compensation	2024	2	2339	02/16/2024				
WC810000-11110					Cash Equity			2,590.00

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
WC850000-21340					Vouchers Payable	2,590.00	
					FUND TOTAL	2,590.00	2,590.00
5040 Insurance Management	2024	2	2339	02/16/2024			
IM810000-11110					Cash Equity		2,347.09
IM850000-21340					Vouchers Payable	2,347.09	
					FUND TOTAL	2,347.09	2,347.09
9999 Treasurers Pooled Cash	2024	2	2339	02/16/2024			
99900000-11120					AP Check Claims Clearing		2,258,569.30
99900000-80010					Due To General Fund	383,089.04	
99900000-81010					Due To County Road	46,589.56	
99900000-81070					Due To Benton County Human Srv	38,536.79	
99900000-81110					Due To Election Reserve	12,464.46	
99900000-81150					Due To Juvenile Center	73,948.42	
99900000-81160					Due To Inmate Benevolence Fund	4,338.57	
99900000-81260					Due To Sheriff Investig Fund	139.30	
99900000-81420					Due To Jail Depreciation Reser	212.16	
99900000-81440					Due To Rural County Capital Fd	593,625.35	
99900000-81480					Due To Public Safety Tax Fund	21,069.20	
99900000-81490					Due To Protective Insp Srvs Fd	109.46	
99900000-81510					Due To Work Crew Replacement	56,020.72	
99900000-81550					Due To Solid Waste Collection	625.86	
99900000-83050					Due To Capital Projects	745,989.03	
99900000-85010					Due To Equipment Rental & Rev	64,960.45	
99900000-85020					Due To Central Services	211,913.84	
99900000-85030					Due To Workmens Compensation	2,590.00	
99900000-85040					Due To Insurance Management	2,347.09	
					FUND TOTAL	2,258,569.30	2,258,569.30

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
0010	General Fund		383,089.04
1010	County Road		46,589.56
1070	Benton County Human Services		38,536.79
1110	Election Reserve		12,464.46
1150	Juvenile Center		73,948.42
1160	Inmate Benevolence Fund		4,338.57
1260	Sheriff Investigative Fund		139.30
1420	Jail Depreciation Reserve		212.16
1440	Rural County Capital Fund		593,625.35
1480	Public Safety Tax Fund		21,069.20
1490	Protective Inspection Srvs Fnd		109.46
1510	Work Crew Replacement Fund		56,020.72
1550	Solid Waste Collection Fund		625.86
3050	Capital Projects		745,989.03
5010	Equipment Rental & Revolving		64,960.45
5020	Central Services		211,913.84
5030	Workmens Compensation		2,590.00
5040	Insurance Management		2,347.09
9999	Treasurers Pooled Cash	2,258,569.30	
	TOTAL	2,258,569.30	2,258,569.30

** 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
804	02/16/2024	EFT	101382	ARMIJO, ANA	02/07/2024		021624E	300.00
					CHECK		804 TOTAL:	300.00
805	02/16/2024	EFT	101382	ARMIJO, ANA	02/01/2024		021624E	6,175.00
					CHECK		805 TOTAL:	6,175.00
806	02/16/2024	EFT	101872	COLUMBIA BASIN INTERPRETING, TRANSL	02/01/2024		021624E	4,562.50
					CHECK		806 TOTAL:	4,562.50
807	02/16/2024	EFT	102812	K & H INTEGRATED PRINT, SOLUTIONS	02/09/2024		021624E	64,369.48
					CHECK		807 TOTAL:	64,369.48

NUMBER OF CHECKS 4 *** CASH ACCOUNT TOTAL *** 75,406.98

	COUNT	AMOUNT
TOTAL EFT'S	4	75,406.98

*** GRAND TOTAL *** 75,406.98

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 2 2341					
APP PS850000-21340	Vouchers Payable			214.29	
02/16/2024 021624E 021624	AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11121	AP Wire Clearing				75,406.98
02/16/2024 021624E 021624	AP CASH DISBURSEMENTS JOURNAL				
APP GF005000-21340	Vouchers Payable			10,823.21	
02/16/2024 021624E 021624	AP CASH DISBURSEMENTS JOURNAL				
APP EL500000-21340	Vouchers Payable			64,369.48	
02/16/2024 021624E 021624	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			75,406.98	75,406.98
APP 99900000-81480	Due To Public Safety Tax Fund			214.29	
02/16/2024 021624E 021624					
APP PS810000-11110	Cash Equity				214.29
02/16/2024 021624E 021624					
APP 99900000-80010	Due To General Fund			10,823.21	
02/16/2024 021624E 021624					
APP GF001000-11110	Cash Equity				10,823.21
02/16/2024 021624E 021624					
APP 99900000-81110	Due To Election Reserve			64,369.48	
02/16/2024 021624E 021624					
APP EL100000-11110	Cash Equity				64,369.48
02/16/2024 021624E 021624					
	SYSTEM GENERATED ENTRIES TOTAL			75,406.98	75,406.98
	JOURNAL 2024/02/2341 TOTAL			150,813.96	150,813.96

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	2341	02/16/2024				
GF001000-11110					Cash Equity			10,823.21
GF005000-21340					Vouchers Payable		10,823.21	
						FUND TOTAL	10,823.21	10,823.21
1110 Election Reserve	2024	2	2341	02/16/2024				
EL100000-11110					Cash Equity			64,369.48
EL500000-21340					Vouchers Payable		64,369.48	
						FUND TOTAL	64,369.48	64,369.48
1480 Public Safety Tax Fund	2024	2	2341	02/16/2024				
PS810000-11110					Cash Equity			214.29
PS850000-21340					Vouchers Payable		214.29	
						FUND TOTAL	214.29	214.29
9999 Treasurers Pooled Cash	2024	2	2341	02/16/2024				
99900000-11121					AP Wire Clearing			75,406.98
99900000-80010					Due To General Fund		10,823.21	
99900000-81110					Due To Election Reserve		64,369.48	
99900000-81480					Due To Public Safety Tax Fund		214.29	
						FUND TOTAL	75,406.98	75,406.98

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		10,823.21
1110 Election Reserve		64,369.48
1480 Public Safety Tax Fund		214.29
9999 Treasurers Pooled Cash	75,406.98	
TOTAL	75,406.98	75,406.98

** 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
1583	02/16/2024	WIRE	101046	B C MEALS	02/06/2024			24.95
							CHECK 1583 TOTAL:	24.95
1584	02/16/2024	WIRE	101046	B C MEALS	02/06/2024			24.95
							CHECK 1584 TOTAL:	24.95
1585	02/16/2024	WIRE	101529	B C WORKMANS COMP	02/09/2024			19,756.27
							CHECK 1585 TOTAL:	19,756.27
1591	02/16/2024	WIRE	105532	B C JURY PAY	02/13/2024			170.09
							CHECK 1591 TOTAL:	170.09
1592	02/16/2024	WIRE	105532	B C JURY PAY	02/09/2024			2,718.22
							CHECK 1592 TOTAL:	2,718.22

NUMBER OF CHECKS 5 *** CASH ACCOUNT TOTAL *** 22,694.48

	COUNT	AMOUNT
TOTAL WIRE TRANSFERS	5	22,694.48

*** GRAND TOTAL *** 22,694.48

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 2 2340									
APP GF005000-21340					Vouchers Payable			2,938.21	
02/16/2024	CASH DISB	021624			AP CASH DISBURSEMENTS JOURNAL				
APP 99900000-11100					Main Checking				22,694.48
02/16/2024	CASH DISB	021624			AP CASH DISBURSEMENTS JOURNAL				
APP WC850000-21340					Vouchers Payable			19,756.27	
02/16/2024	CASH DISB	021624			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			22,694.48	22,694.48
APP 99900000-80010					Due To General Fund			2,938.21	
02/16/2024	CASH DISB	021624							
APP GF001000-11110					Cash Equity				2,938.21
02/16/2024	CASH DISB	021624							
APP 99900000-85030					Due To Workmens Compensation			19,756.27	
02/16/2024	CASH DISB	021624							
APP WC810000-11110					Cash Equity				19,756.27
02/16/2024	CASH DISB	021624							
					SYSTEM GENERATED ENTRIES TOTAL			22,694.48	22,694.48
					JOURNAL 2024/02/2340 TOTAL			45,388.96	45,388.96

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
0010 General Fund	2024	2	2340	02/16/2024			
GF001000-11110				Cash Equity			2,938.21
GF005000-21340				Vouchers Payable		2,938.21	
					FUND TOTAL	2,938.21	2,938.21
5030 Workmens Compensation	2024	2	2340	02/16/2024			
WC810000-11110				Cash Equity			19,756.27
WC850000-21340				Vouchers Payable		19,756.27	
					FUND TOTAL	19,756.27	19,756.27
9999 Treasurers Pooled Cash	2024	2	2340	02/16/2024			
99900000-11100				Main Checking			22,694.48
99900000-80010				Due To General Fund		2,938.21	
99900000-85030				Due To Workmens Compensation		19,756.27	
					FUND TOTAL	22,694.48	22,694.48

JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
0010 General Fund		2,938.21
5030 Workmens Compensation		19,756.27
9999 Treasurers Pooled Cash	22,694.48	
TOTAL	22,694.48	22,694.48

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Authorizing Notification to the Governor's Committee on Disability Issues and Employment of Appointed Members of the Benton County Accessible Community Advisory Committee (ACAC)
Presenter:	N/A
Prepared By:	Amanda Hatfield, ACAC Coordinator
Reviewed By:	Brenda Chilton & Lorene Roe

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

Type of Agenda Item:	**Type of Action Needed:** *(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 is required to notify the Governor's Committee on Disability Issues and Employment of the members that will be serving on the Benton County Accessible Community Advisory Committee (ACAC), and to assure that there is a diverse range and knowledge of disabilities throughout the membership. The County Auditor has reviewed this letter and recommends Board approval.

Fiscal Impact

N/A

Recommendation

Staff recommends approval of the attached resolution and signature on the included Letter of Assurance to the Governor's Committee on Disability Issues and Employment.

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING NOTIFICATION TO THE GOVERNOR'S COMMITTEE ON DISABILITY ISSUES AND EMPLOYMENT OF APPOINTED MEMBERS OF THE BENTON COUNTY ACCESSIBLE COMMUNITY ADVISORY COMMITTEE (ACAC)

WHEREAS, the Benton County Accessible Community Advisory Committee (ACAC) was established by the Board of Benton County Commissioners on February 7, 2017 by Resolution 2017-109; and

WHEREAS, founding members of the Benton County ACAC were appointed on August 21, 2018, by Resolution 2018-545; and

WHEREAS, Benton County is required to notify the Governor's Committee on Disability Issues and Employment of the members that will be serving on the ACAC, and to assure that there is a diverse range and knowledge of disabilities throughout the members; and

WHEREAS, the Benton County Auditor recommends the Board sign the letter of assurance to the Governor's Committee on Disability Issues and Employment; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington is hereby authorized to sign the attached letter of assurance for the Benton County Accessible Community Advisory Committee (ACAC) to the Governor's Committee on Disability Issues and Employment.

Dated this ___ day of _____, 20___

Jerome Delvin
Chairman of the Board

Michael Alvarez
Chairman Pro Tem

Will McKay
Commissioner

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

Constituting the Board of County Commissioners of Benton County, Washington

A. Hatfield, B. Chilton

A. Hatfield

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

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

February 27, 2024

Elaine Stefanowicz
Governor's Committee on Disability Issues & Employment
PO Box 9046
Olympia, WA 98507

Re: Renewal of Letter of Assurance for the Accessible Communities Act

Dear Ms. Stefanowicz:

In accordance with the Accessible Communities Act (Chapter 215, Laws of 2010), the Benton County Board of Commissioners assures the Governor's Committee on Disability Issues and Employment that it has established an active cross-disability Accessible Community Advisory Committee (ACAC).

It assures that the members of the ACAC include persons with a diverse range of disabilities who are knowledgeable in identifying and eliminating attitudinal, programmatic, communication, and physical barriers encountered by persons with disabilities. It further assures the committee is actively involved in the following activities:

- Advising policy makers on the needs of persons with disabilities in emergency plans.
- Advising the county and other local governments within the county on access to programs, services, and activities, new construction or renovation projects, sidewalks, other pedestrian routes of travel, and disability parking enforcement.
- Developing local initiatives and activities to promote greater awareness of disability issues, and acceptance, involvement, and access for persons with disabilities within the community.

Included with this letter is a list of current ACAC members and their qualifications. The undersigned certifies the above assurances have been met.

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Attest.....
Clerk of the Board

The Benton County Accessible Community Advisory Committee Members are as follows, as of February 27, 2024:

Gretchen Hormel – Citizen Member

Teresa Payne – Citizen Member

Judith Davis – Citizen Member

Kelly Anne Suarez – Citizen Member

Paxton Pederson – Housing Program Navigator – Benton County Human Services

Staff liaisons to the Benton County ACAC are:

Brenda Chilton – Benton County Auditor, 509-736-2707

Amanda Hatfield – Benton County Elections Manager, 509-736-3085

Glenn Vaagen – Benton County Communications Coordinator, 509-222-3760

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Rescinding Resolutio No. 2021-509 and Memorialize Current Large Format Map Fees
Presenter:	
Prepared By:	Shawn Bohlinger
Reviewed By:	Brenda Chilton

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

Resolution No. 2021-509 was passed by the Board of Commissioners on July 13, 2021, memorializing and re-adopting the complexion of fees for the recording of a large format map.

Effective July 1, 2023, the Board of the Department of Natural Resources passed a resolution amending WAC 332-150-030 increasing the surcharge fee for large format maps by $36 (from $64.00 to $100.00).

Pursuant to HB 1474 (2023) effective January 1, 2024, an additional assessment of $100.00 was passed by the legislature with $99.00 of said funds to be used for the Covenant Homeownership Program and the remaining $1.00 to be retained by the County Auditor for collection of the assessment.

The total fee for recording a Large Format Map is now $423.50 and Resolution No. 2021-509 should be rescinded.

Fiscal Impact

$0

Recommendation

Rescind Resolution No. 2021-509 and pass resolution adopting the new fee of $423.50 for a Large Format Map.

Suggested Motion

Accept as part of Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF MEMORIALIZING THE CURRENT FEES RELATED TO FEE INCREASES ON RECORDING OF LARGE FORMAT MAPS; RESCINDING RESOLUTION NO. 2021-509

WHEREAS, Resolution No. 2021-509 was passed by the Board of Commissioners on July 13, 2021, memorializing and re-adopting the complexion of fees for the recording of a Large Format Map; and

WHEREAS, Resolution No. 2021-509 included provision that no further action is required to increase recording fees for Large Format Maps when mandated by state law; and

WHEREAS, since the passage of Resolution No. 2021-509, two additional state mandated fees have been passed and added to the total fee for recording a Large Format Map including:

- Effective July 1, 2023, the Board of the Department of Natural Resources passed a resolution amending WAC 332-150-030 increasing the surcharge fee for Large Format Maps by $36 (from $64.00 to $100.00); and
- Pursuant to HB 1474 (2023) effective January 1, 2024, an additional assessment of $100.00 was passed by the legislature with $99.00 of said funds to be used for the Covenant Homeownership Program and the remaining $1.00 to be retained by the County Auditor for collection of the assessment; and

WHEREAS, with the addition of these two fees, the total fee for recording a Large Format Map is $423.50; and

WHEREAS, it is the desire of the Auditor to memorialize and re-adopt the complexion of the $423.50 fee effective January 1, 2024, and to re-adopt a policy of automatic update of state-mandated fees; **NOW, THEREFORE,**

BE IT RESOLVED, that effective January 1, 2024, the fee for recording Large Format Maps (plats, short plats, surveys, condominiums, binding site plans) shall be $423.50; and

BE IT FURTHER RESOLVED, that the $423.50 fee consists of the following as either mandated by the statute set forth, or by resolution as identified:

	Authority	**Purpose**
$25.00 plus $5.00 each additional page	RCW 36.18.010(7)	Recording Fee
100.00	WAC 332-150-030	Surveys and Maps Account
1.00	RCW 36.22.170(1)	County-Historical Preservation
2.00	RCW 36.22.170(2)(a)	Auditor's Preservation & Modernization-State Redistribution
2.00	RCW 36.22.170(2)(b)	County Auditor O&M
3.00	RCW 43.07.129	State Library – Operations
2.00	RCW 43.07.410	State Library – Archives Building
1.83	RCW 36.22.250(2)(a)	County Auditor Admin (1%)
5.49	RCW 36.22.250(3)(a)	County Admin (10%)
41.18	RCW 36.22.250(3)(b)	County Homeless Housing (75%)
8.24	RCW 36.22.250(3)(c)	County Low Income Housing (15%)
99.00	RCW 36.22.250(2)(c) RCW 43.185C.060	Home Security Fund Account (54.1%)

23.97	RCW 36.22.250(2)(d) RCW 43.185C.190	Affordable Housing for All (13.1%)
3.29	RCW 36.22.250(2)(e) RCW 43.31.615	Landlord Mitigation Program
99.00	RCW 36.22.185	Covenant Homeownership Program Assessment
1.00	RCW 36.22.185	Covenant Homeownership - County
1.00	RCW 36.22.175(1)(a) RCW 40.14.024	Local Government Archives Account
1.00	RCW 36.22.175(3) RCW 40.14.024	State Archives & Records Management (Regional Facility in Cheney)
1.00	RCW 36.22.175(4) RCW 40.14.024 RCW 42.56.570	Competitive Grant Program
2.50	RCW 36.22.240(1)	Residential Building Grants
Total Fee $423.50		

BE IT FURTHER RESOLVED, that the $1.00 County Auditor's collection fee for the Covenant Homeownership Program Assessment shall be deposited in the County Auditor O&M Fund; and

BE IT FURTHER RESOLVED, that the fee for each additional page after the first page on Large Format Maps (plats, short plats, surveys, condominiums, binding site plans) be uniform and is set at $5.00; and

BE IT FURTHER RESOLVED, that no further action shall be required to increase recording fees for Large Format Maps when mandated in the future by state law; and

BE IT FURTHER RESOLVED, that Resolution No. 2021-509 is hereby rescinded.

DATED this _____ day of _____, 2024.

Jerome Delvin
Chairman of the Board

Michael Alvarez
Chairman Pro Tem

Will McKay
Commissioner

Attest: . . . . . .

Clerk of the Board

Constituting the Board of County Commissioners of Benton County,

Washington

cc: B. Chilton, Auditor, Treasurer, File

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	02/27/2024
Subject:	Approval of Interlocal Agreement with the Douglas County Coroner's Office
Presenter:	
Prepared By:	William Leach
Reviewed By:	William Leach

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 Coroner's Office for Douglas County does not have facilities to perform autopsies and the Benton County Coroner's Office has a state-of-the art facility that has all necessary equipment to conduct autopsies. Benton County has contracted with Forensic Pathology Staffing to conduct autopsies at the Benton County Coroner's Office and the aforementioned county will also utilize Forensic Pathology Staffing under their own contract to conduct autopsies. The aforementioned county is agreeable to paying Benton County a fee to perform autopsies at the Benton County Coroner's Office facility.

Fiscal Impact

No impact to the budget since this will bring revenue into the general fund.

Recommendation

Move to approve an Interlocal Agreement with Douglas County to use Benton County's autopsy facility for a set fee."

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON

IN THE MATTER OF ENTERING INTO AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE BENTON COUNTY CORONER'S OFFICE AND THE CORONER'S OFFICE FOR DOUGLAS COUNTY FOR AUTOPSY FACILITY USE.

WHEREAS, The Coroner's Office for Douglas County does not have facilities to perform autopsies; and

WHEREAS, the Benton County Coroner's Office has a state-of-the art facility that has all necessary equipment to conduct autopsies; and

WHEREAS, Benton County has contracted with Forensic Pathology Staffing to conduct autopsies at the Benton County Coroner's Office; and

WHEREAS, the aforementioned county will also utilize Forensic Pathology Staffing to conduct autopsies; and

WHEREAS, the aforementioned county is agreeable to paying Benton County a fee to perform autopsies at the Benton County Coroner's Office autopsy facility; and

WHEREAS, Benton County and the Douglas County Coroner's Office will benefit by delivery of the public services set forth in this agreement; **NOW THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington, hereby approves this Interlocal Agreement between the coroner's offices of Benton County and Douglas County effective upon execution by both parties with an effective termination date of December 31, 2025.

Dated this _____ day of _____ 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest: ……
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County, Washington

Copy: Coroner, Procurement, Auditor

By: William leach

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE BENTON COUNTY CORONER'S OFFICE AND THE CORONERS' OFFICES FOR DOUGLAS COUNTY CORONER FOR AUTOPSY FACILITY USE

THIS INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is made and entered into pursuant to RCW 39.34, the Interlocal Agreement Act, by and between Benton County, a political subdivision of the state of Washington, with its principal office located at 620 Market St., Prosser, Washington 99350, by and for the Benton County Coroner's Office, and Douglas County, a political subdivision of the state of Washington, with its principal office located at 203 S Rainier Street Waterville, WA 98858 (collectively referred to herein as "Parties" or individually referred to as "Party").

ARTICLE I

1.01 **Purpose:** The purpose of this Agreement is to set forth the terms and conditions by which the Benton County Coroner's Office will make available its facility for the other coroners' offices identified in this Agreement to conduct autopsies. This Agreement further sets forth the obligations of counties when using the Benton County Coroner's Office facility to conduct autopsies. Nothing in this Agreement shall be construed to create a right or benefit in favor of any individual or entity except the Parties hereto.

ARTICLE II

2.01 **Party Representatives:** The following individuals are designated as the representative for their respective coroner's office. These representatives are responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify, in writing, the Parties. All notices, except service of process, shall be made to the following Party representatives:

William Leach, D-ABMDI, Benton County Coroner
7110 W. Okanogan Pl, Bldg. A, Kennewick, WA 99336
E-mail: william.leach@co.benton.wa.us
Tel: (509) 736-2720

Tanner Bateman
50 Simon St
East Wenatchee, WA 98802
E-mail: tbateman@co.douglas.wa.us
Tel: (509) 888-6382

ARTICLE III

3.01 **Duration:** This Agreement shall be effective when executed by the Parties hereto and shall continue to December 31, 2025.

ARTICLE IV

4.01 **Compensation to Benton County:** Benton County shall receive $200.00 per autopsy conducted at the Benton County Coroner's Office located at 7110 W. Okanogan Pl., Bldg. A, Kennewick, WA 99336. The fee is $300.00 per autopsy if a Benton County autopsy assistant or technician is utilized.

ARTICLE V

5.01 **Benton County Obligations:** Benton County shall be obligated to provide the Parties the following: (1) non-exclusive access to the Benton County Coroner's Office autopsy facility ("Facility"); (2) the work spaces shall be clean and suitable for the intended use; (3) cooler storage shall be provided for a reasonable period of time prior to and after each autopsy; (4) desk space shall be provided for administrative tasks; (5) autopsies will be scheduled through the Benton County Coroner's Office representative or his designee in the order the autopsy request was received unless other arrangements have been made; and, (6) for unscheduled autopsies, autopsies will be permitted on a "first-come first-served" basis. Benton County shall not be responsible for providing x-rays, toxicology testing, or additional research and testing if required.

5.02 **Party Obligations to Benton County:** Each Party shall promptly compensate Benton County as set forth in Article IV. Each Party is responsible for providing transport of bodies to and from the Facility and to provide all personnel necessary to conduct the autopsy at the Facility. Upon completion of an autopsy, a Party shall clean and disinfect all portions of the Facility used during the autopsy in a manner consistent with industry standards.

5.03 **Compliance with all laws:** The Parties shall comply with all federal, state, and local laws applicable to the provision of services set forth in this Agreement.

5.04 **Maintenance of Audit Records.** Each Party shall maintain records relevant to the provision of services set forth herein. Said records shall be made available for inspection, review, and audit by any Party, or its designee, as well as the Washington State Auditor's Office. Each Party shall retain records for the retention period required by law.

5.05 **Budget.** This Agreement does not contemplate or require Parties to maintain a budget to accomplish this joint and cooperative undertaking.

5.06 **On-Site Inspections.** Any Party or its designee may evaluate the provision of services set forth in this Agreement through on-site inspections to determine whether performance complies with the standards and obligations stated in this Agreement, as well as in compliance with federal, state, and local laws.

5.07 **Treatment of Assets and Property.** No Benton County property, whether fixed, personal, or real will be jointly or cooperatively acquired, held, used, or disposed of except as otherwise permitted by this Agreement.

5.08 **Conflict of Interest.** The Parties represent that no officials or employees of a Party have a personal interest, direct or indirect, which gives rise to a conflict of interest.

5.09 **Assignment & Subcontracting.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the prior written approval of the Benton County Coroner's Office.

ARTICLE VI

6.01 **Disclaimer of Warranties.** Benton County makes no representations or warranties as to the physical condition, usefulness, or fitness of any equipment provided.

6.02 **Loss or Damage to Property or Equipment.** Any property or equipment used by a Party shall be returned in as good of condition as when it was used by the Party, except reasonable wear and tear.

6.03 **Liability.** In the event of a claim, loss, or liability based on the alleged concurrent or joint negligence of any of the Parties hereto, each Party shall be responsible for its respective share of liability, including costs, as permitted by Washington State law.

6.04 **Agreement to be Filed & Recorded.** Each Party is responsible for filing and recording this Agreement as provided by RCW 39.34.040.

ARTICLE VII

7.01 **Governing Law & Venue.** This Agreement shall be governed by the laws of the state of Washington, with proper venue being Benton County, Washington. Nothing in this Agreement bars the Parties from agreeing to resolve any dispute that may arise hereunder from binding arbitration. Any such agreement must be in writing and signed by the Parties subject to the dispute.

7.02 **Attorneys' Fees.** In any legal action brought to enforce any provision of this Agreement, each Party shall pay its own legal fees and costs.

7.03 **Termination.** Any Party may terminate this Agreement upon thirty (30) days' written notice delivered to all Parties' representatives. The Party that so terminated is liable only for performance of the terms of this Agreement and any costs incurred prior to the effective date of termination.

7.04 **Modifications, Amendments, & Waivers.** This Agreement may only be changed, modified, amended, or waived by written agreement signed by all Parties and adopted by resolution of each Party's legislative authority. Any waiver of a term, condition, or provision of this Agreement shall only apply to the specific act, occurrence, or omission and not constitute waiver as to any other term, condition, or provision of the Agreement.

7.05 **Severability.** In the event any term, condition, or provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining terms, conditions, and provisions shall remain in full force and effect.

7.06 **Entire Agreement.** This Agreement constitutes all terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, shall be deemed to exist or to bind the Parties hereto.

IN WITNESS HEREOF, the Parties have executed this Agreement this 13th day of February 2024.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

APPROVED:

BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, WASHINGTON

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

RECOMMENDED FOR APPROVAL

William Leach 02/15/2024
William Leach Date
Benton County Coroner

2/7/24
Tanner Bateman Date
Douglas County Coroner

APPROVED AS TO FORM

Benton County

Jeff Aultman 02/15/2024
Deputy Prosecuting Attorney Date

Adam Morasch 02-15-2024
Risk Management Date

Douglas County

2/14/24
Deputy Prosecuting Attorney Date
Jim Hecker WSBA 9/1831

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Franklin County 2/21/2024; Benton County 2/27/2024
Subject:	2024-2025 Juvenile Detention Collective Bargaining Agreement (CBA)
Presenter:	
Prepared By:	C Nave
Reviewed By:	E Wyant, R 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

After three negotiation sessions and several e-mail exchanges, the Bi-county negotiating team has successfully negotiated the 2024-2025 Collective Bargaining Agreement with Teamsters 839, representing Juvenile Detention.

Fiscal Impact

Approximately $64,000 in wages over two years, and approximately $5000 in benefits for 2024, split between Benton and Franklin Counties. No budget supplement required.

Recommendation

Recommend the Boards of County Commissioners sign the Resolution and 2024-2025 Juvenile Detention CBA.

Suggested Motion

Approve as part of the consent agenda.

cc: BC Auditor, BC HR, Juvenile, FC HR

Prepared by: C Nave

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE 2024-2025 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES AND TEAMSTERS 839 REPRESENTING JUVENILE DETENTION UNIT

WHEREAS, negotiators for Benton and Franklin Counties have reached an agreement for the 2024-2025 Collective Bargaining Agreement with Teamsters 839 representing Juvenile Detention Unit; **NOW THEREFORE**,

BE IT RESOLVED, the Benton and Franklin Counties Boards of Commissioners approve the 2024-2025 Collective Bargaining Agreement between Benton and Franklin Counties and Teamsters 839 representing Juvenile Detention Unit, as presented and are authorized to sign the same.

Dated this ____ day of _____, 2024.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Commissioner

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Dated this ____ day of _____, 2024.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Commissioner

Constituting the Board of Commissioners of Franklin County, Washington

Attest.....
Clerk of the Board

cc: BC Auditor, BC HR, Juvenile, FC HR

Prepared by: C Nave

2024 – 2025 AGREEMENT

Between

BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT,
BENTON COUNTY,
FRANKLIN COUNTY,

and the

TEAMSTERS LOCAL NO. 839,
WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION

Representing JUVENILE DETENTION UNIT

Original: Benton County Commissioners
Franklin County Commissioners

cc: Local 839
Juvenile Justice Administration
Benton County Prosecuting Attorney Office
Benton County Human Resources Department
Benton County Auditor's Office

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PREAMBLE

THIS AGREEMENT is entered into by and between THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE DEPARTMENT, BENTON COUNTY, and FRANKLIN COUNTY hereinafter referred to as the "Employer," and TEAMSTERS LOCAL NO. 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of grievances, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining agent for certain Benton-Franklin Counties Juvenile Detention Department employees as certified by the Public Employment Relations Commission Case No. 5544-E-84-1000. The Employer and the Union agree that the bargaining unit shall be defined as follows:

INCLUDED: Regular full-time and regular part-time Juvenile Detention Officers, Programs Detention Officers, and Service Learning Programs Facilitators in the Benton-Franklin Counties Juvenile Justice Center.

EXCLUDED: Confidential employees, Supervisors, and all other employees of the Benton-Franklin Counties Juvenile Justice Center.

1.2 Definitions:

Regular Full-Time Employee: An employee hired in a regular position and working 40 hours per week.

Regular Part-time Employee: An employee hired in a regular position but working less than 40 hours per week and more than 90 hours per month. Employees in this category will receive *pro-rata* benefits (sick leave, vacation, and holiday pay), based on the hours worked. Part-time employees are ineligible for insurance benefits. Employees who work less than the above criteria are temporary employees.

Temporary Employee: An employee hired for a period of time that is outside the time frames defined in the regular part-time employee definition above. Temporary employees are not entitled to any of the benefits provided under this contract except for the applicable hourly rate, and as required by state or federal law.

Probationary Employee: An employee will be on probation during the first 12 months of regular full-time employment and will remain in this probationary status beyond the 12-month period until successful completion of the Juvenile Security Officer Academy. The probationary employee may be terminated without cause and without recourse during the probationary period. If the employee is on unpaid leave during the probationary period, the anniversary date and probationary period will be adjusted for the leave period. Part-time employees will be on probation for the first 2,080 hours of employment.

ARTICLE 2 – SUBORDINATE TO STATUTES AND OTHER LAWS

This Agreement shall in all respects wherever the same may be applicable herein, be subject and subordinate to the ordinances of the counties and shall further be subject and subordinate to the statutes of the State of Washington.

ARTICLE 3 – EMPLOYEE RIGHTS

3.1 An employee shall have the right upon request to inspect their personnel file in the presence of the Juvenile Justice Administrator, or their designee, at a reasonable time during the work day and said request shall be granted not later than two working days after the request. Copies of personnel action documents will be supplied to the affected employee. Material referring to an employee's competence shall be placed in the employee's personnel file and the employee will be provided an opportunity to sign the material and attach a written response. If the employee refuses to sign the material, it will nevertheless be placed in the employee's personnel file.

3.2 The off-duty activities of an employee shall not be cause for disciplinary action unless said activity is detrimental to the employee's work performance.

3.3 Bulletin Boards: The Employer agrees to furnish reasonable bulletin board space to be used by the Union. The Union agrees to maintain said bulletin board in a presentable condition.

If the bulletin board fails to be maintained appropriately and becomes an eyesore, the Employer shall have the right to discontinue the availability of said Union bulletin board.

3.4 Employees may report what they believe to be an unsafe or unhealthy working condition to Management for investigation.

3.5 Work Rules: Work rules and policies shall be uniformly applied. When existing work rules or policy procedures are changed or new rules or procedures established, employees whose work assignment is affected shall be notified by circulating memorandum.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers, and legal authority except as limited by the terms of this Agreement. All matters not expressly or clearly covered by the language of this Agreement or other addendums to this Agreement and/or Memorandums of Agreement, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. The Employer's prerogatives include, but are not limited to, the following matters:

1. The right to establish lawful work rules and procedures.

2. The right to schedule any and all work and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.

3. The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the terms of this Agreement.

4. The right to discipline, suspend or discharge an employee for just and sufficient cause as indicated in Article 15 (Disciplinary Procedures).

5. The right to make any and all determinations as to the size and composition of the work force and the right to make any and all assignments of employees to work locations and shifts.

6. The parties understand that incidental related duties connected with operations, not enumerated in job descriptions, shall nevertheless be performed by the employee when requested by the Employer.

7. The right to take any and all types of actions as may be determined by Management to be necessary in the event of emergencies. The Employer shall determine whether an emergency exists. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay.

4.2 Nothing in this Agreement shall be interpreted to detract or circumscribe the trust placed in the officials, in this case, the Board of Benton County Commissioners, the Board of Franklin County Commissioners, and the Elected Officials and/or Department Managers and the rights and obligations owed thereby to the electorate.

4.3 Past Practices: The Employer reserves the right to change past practices based on applicable statutes, superior court rules, regulations and cases, administrative agency rules and regulations and/or revenue sources/contract requirement.

ARTICLE 5 – NO STRIKE - NO LOCKOUT

5.1 Neither the Union nor the employee shall cause, condone, or participate in any strike or work stoppage or other interference under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employer employees who engage in any of the above-referenced activities shall not be entitled to any pay and/or benefits during the period in which they are engaged in such activity. The employees covered by this Agreement who engage in any of the foregoing actions shall be subject to disciplinary action as determined by the Employer.

5.2 The Employer agrees there will be no lockouts during the term of this Agreement.

5.3 The Employer may seek relief in Superior Court inclusive of injunctive relief and/or damages.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 The normal work day shall consist of up to eight, 10, or 12 consecutive hours. The normal work day and normal work shift hours shall be as determined by the Employer from time to time.

6.2 The normal work week shall be comprised of up to four, five, or the 12-hour shift equivalent number of work days within the seven-day work period, or within the 14-day work period if a 12-hour shift configuration is implemented by the Employer. The Employer has the right to determine and change the work week(s) and/or work period from time to time based on the Employer's assessment of service and personnel requirements. If the Employer changes the employee's work schedule and/or shifts, the Employer will provide at least 30 days' notice to the

affected employees, except if there is an emergency.

6.3 The normal work month shall comprise whatever total of normal work days results from a regular scheduling of up to four, five, or the 12-hour configuration equivalent number of days per calendar week except in the event of an emergency as determined by the Employer.

6.4 Shift hours will be established by the Employer. Employees going off shift may be required to remain on duty to inform replacements of operational conditions and status. Employees will be allowed one-half hour for a meal period but shall not leave the facility unless prior approval is given by the Employer. The employees will receive three 10-minute rest breaks (intermittent and unscheduled), to be taken in addition to the 30-minute, scheduled meal period, per 12 hours shift.

For shifts that begin at 6:00pm or later: Employees will be allowed 45 minutes for a meal period but shall not leave the facility unless prior approval is given by the Employer. The employees will receive two 10-minute rest breaks (intermittent and unscheduled), to be taken in addition to the 45-minute scheduled meal period per 12-hour shift.

The parties hereto stipulate the CBA text pertaining to meal and rest periods is lawful, and that Article 2 – "Subordinate to Statutes and other laws" does not operate to invalidate Article 6.

6.5 In the event of an emergency as determined by the Employer, the Employer may change work day hours, work week days and/or the work month in accordance with the service demands required by such emergency.

6.6 Hours of Work: The Employer may elect to implement an alternate work period consisting of either seven or 14 days.

If the Employer implements eight or 10-hour shifts, employees will work a regularly recurring work period consisting of seven consecutive days. Hours actually worked in excess of 40 hours in the seven-day work period will be compensated at the rate of time and one-half.

If the Employer implements 12-hour shifts, employees will work a regularly recurring work period consisting of 14 consecutive days. Employees will be scheduled to work 80 hours in a 14-day work period including six days of 12-hour shifts and one day of an eight-hour shift as scheduled by the Shift Supervisor. The Supervisor schedules the eight-hour day. Before the start of a new pay period, however, Supervisors will meet with their crews to consider employee requests for the eight-hour day, based on seniority per Article 20.1. Once the eight-hour day is scheduled by the employee's Supervisor, it can be changed by mutual agreement of the employee and Supervisor or as otherwise provided in Article 6.5. Hours worked in excess of 80 hours in the 14-day work period will be compensated at the rate of time and one-half.

If, as a direct result of a change in shift assignment by the Employer, an employee's regular work schedule results in less than 80 hours of work for the 14-day period immediately following the change to a new shift assignment, the employee will be compensated for 80 hours at straight-time, including any used leave, for that 14-day period.

If the Employer implements 12-hour shifts, this Agreement otherwise remains based on an eight-hour day, including but not limited to leave accrual, holiday pay, bereavement leave, and disciplinary suspensions.

6.7 Compensatory Time: The employee may request to receive compensatory time off in lieu of overtime pay. Compensatory time is earned at the same rate as overtime (time and one-half for each hour worked). Employees shall not be permitted to carry over more than 40 hours of compensatory time from one calendar year to the next. Compensatory time shall be taken at times mutually agreeable to the Employer and the employees. Employee time sheets shall reflect the total compensatory time accrued in addition to any compensatory time used during the pay period.

Compensatory time shall be taken prior to vacation leave unless the employee will "max out" vacation leave thresholds in Article 10.

Any remaining compensatory time balances will be paid upon transfer to a new office/department, position, or at termination of employment, at the employee's then regular rate of pay.

6.8 Daylight Savings: For employees who actually work during the daylight-saving time conversion in the spring and thereby lose one hour of work time, employees will not be paid for that hour, although employees may elect to use any accrued vacation or compensatory time for that hour. For employees who work during the daylight savings time conversion in the fall and thereby work one additional hour, those employees will be paid for an additional hour of work.

6.9 Shift Scheduling: Shift schedules shall be bid by seniority and gender requirements. All employees who desire to be scheduled to a power shift will have a bid on file. Said bids will remain on file until the employee voids the bid. Every six months (in late June and late December), the bids will be reviewed, and power shift schedules adjusted based on the seniority, gender, skills, and abilities of those employees with a power shift bid on file, as determined by management. Should a vacancy occur in a power shift between normal shift adjustments, the senior employee with a power shift bid on file who meets the gender, skills, and abilities requirements, as determined by management, will be scheduled into the power shift until the next regular shift adjustment. The Detention Manager or Shift Manager will provide notification to all employees of the employee(s) scheduled power shift(s). This paragraph does not apply to Work Crew assignments.

If the Employer lays off employees in accordance with the layoff procedure contained herein, then the Union agrees to meet and negotiate the subject of shift schedules. Said negotiations would be inclusive of the topic of implementation of rotating shifts.

6.10 Shift Trades: Trades in shift schedules will be allowed subject to prior approval by the Detention Manager. As part of the approval process, the Detention Manager will take into consideration an assessment as to whether both employees are equally qualified to perform the work on a particular shift.

6.11 Temporary Assignments: If the Employer decides to fill a position on a temporary basis, said position will be temporarily filled based on seniority subject to gender requirements based on the shift involved as determined by the Employer.

6.12 All compensated time shall count towards the overtime threshold.

6.13 Extra Shifts: It is the Employer's desire to cover staff vacancies with regular employees whenever possible, while also minimizing the contacts to employees to determine their availability to cover vacant shifts. The parties agree to make a good faith effort to develop a system whereby individual employees would indicate their willingness to work in accordance with their seniority by signing up. The system developed will be reviewed periodically to identify problem areas and make changes as needed.

1. Relief Detention Officers will only be called if the voluntary overtime list has been exhausted.

    a. When there is less than one female on a shift that begins at 6:00pm or later and a shift needs to be filled, the supervisor will offer overtime in accordance with the following procedure:

        i. Call all female Detention Officers on the voluntary overtime list, in order of seniority.

        ii. Call all remaining female Detention Officers not signed up on the voluntary overtime list, in order of seniority.

        iii. Call male Detention Officers on the voluntary overtime list, in order of seniority.

2. The Employer will make every reasonable effort to limit Relief Detention Officers to one per shift.

3. If more than two Relief Detention Officers are used to fill a shift, the Union will be notified.

6.14 Safety Release: The Employer will make every reasonable effort to ensure an employee will not work more than 16 hours consecutively unless deemed necessary by the Juvenile Justice Administrator, or their designee.

1. An employee who works 16 or more hours in any 24-hour work day and who is scheduled to work a shift in the next 24-hour work day shall be guaranteed at least eight hours off duty before being required to return to active duty status.

2. When practical, prior to working 16 or more hours in any 24-hour work day, the employee shall make their supervisor/manager aware that the employee believes their current work assignment may result in the employee working 16 or more hours in the 24-hour work day.

3. In the event that an employee is approved to work more than 16 hours, the union will be notified.

6.15 Flex Time: The work schedule may be altered to a flex-schedule by mutual agreement.

6.16 Cancellation Pay: Employees who are required to attend mandatory meetings or training sessions outside of their scheduled shifts, will be paid for the lessor of two hours or the length of the scheduled event, if the meeting or training session is canceled without a minimum of 24 hours advance notice. Cancellation pay will not count towards the accumulation of hours for purposes of calculating the overtime threshold.

ARTICLE 7 – WAGES

7.1 The pay plan for bargaining unit employees is set forth in Appendix A which is attached hereto and incorporated herein by reference.

7.2 Pay Plan Progression. Progression through the steps of the pay plan is subject to successful performance validated in an annual performance review. Performance reviews shall be completed no later than 30 days prior to each employee's anniversary date. An employee's progression from one step to the next will be subject to the outcome of the performance review process and in accordance with the following provisions:

A. The pay plan consists of nine steps to be referenced as Steps "A", "B", "C", "D", "E", "F", "G", "H", and "I". Implementation of pay steps will be provided on the first day of the month following either successful completion of the probationary period or successful completion of the normal performance review period.

B. Entrance Pay Rate - Persons selected to fill vacant positions may be hired by the Elected Official or Juvenile Justice Administrator at pay step A or B of the appropriate pay range for the classification in which they are hired. Persons selected may be paid at a pay step higher than step B based on related experience, education and qualifications relating to the appropriate classifications subject to prior written determination and approval by the Boards of Benton and Franklin County Commissioners. Said determination and approval shall be final and binding on all parties.

If an employee begins at Step A, the employee shall remain at that step for a minimum of six consecutive months or longer depending on whether the Employer determines that the employee is progressing satisfactorily before becoming eligible to move to the next step. Regular part time employees must remain in Step A for minimum of 1,040 hours or longer depending on whether the Employer determines that the employee is progressing satisfactorily before said employee may move to the next step. Progression from step A to step B does not indicate successful completion of the probationary period.

If an employee begins at Step B (or higher), the employee shall remain in that step for a minimum of 12consecutive months before becoming eligible to move to the next step. Regular part time employees must remain in step for a minimum of 2,080 hours or more before said employee is eligible to move to the next step.

C. Subsequent Pay Steps: In addition to successful job performance, to be eligible for subsequent steps from Step B to Step I, an employee shall serve a minimum of 12 consecutive months within a step, before becoming eligible to move to the next step. An employee may be denied advancement for unsatisfactory performance until and unless the employee's performance improves to the satisfaction of the Employer.

An employee may be denied continuation in any step by reason of unsatisfactory performance or failure to maintain satisfactory service and will not be eligible for further consideration for a period of up to 12 consecutive months from the date of denial. For the employee to be considered for advancement to the next step, the employee must demonstrate satisfactory performance for a period sufficient to satisfy the Employer that such performance will be maintained. Such action is to insure an employee is paid at their level of performance and is not intended to be disciplinary.

Step increase denials and the basis for denial are subject to the grievance procedure up to Step 2. If either party seeks to invoke Step 3 (final and binding arbitration) the outcome of such arbitration shall be advisory only and shall not be binding on either party except if the arbitration relates to the second denial for the same pay.

D. The above provisions relate only to the horizontal progression through the pay plan. *(i.e.*, movement from Step A to Step B to Step C, etc.) and does not imply or mean vertical progression through the pay plan from Grade 1 to 2 to 3, etc. There is no vertical progression through the pay plan.

E. Promotion: Promotions are subject to the determination of the Juvenile Justice Administrator or Detention Manager and subject to prior approval of the Employer. An employee promoted to a new classification will be placed at the step in the new grade that gives the employee no less than a five percent increase. The promoted employee will be assigned a new anniversary date consistent with the date of promotion. An employee promoted to an A step is eligible for a step increase in six months from the new anniversary date.

7.3 Salary Schedule:

2024: Effective January 1, 2024, the 2023 Salary Schedule will be increased by three percent. This calculation and process shall be determined and established by the Benton County Commissioners' Office. The Salary Schedule is attached as Appendix A.

2025: Effective January 1, 2025, the 2024 Salary Schedule will be increased by two and one-half percent. This calculation and process shall be determined and established by the Benton County Commissioners' Office.

To be eligible for any pay or benefits increases, the employee must be employed by the Employer in a position covered by this agreement on the date of the last signature on the agreement by all parties. Employees who are no longer employed by the Employer in a position covered by this agreement on that date are not entitled to any of the increases in wages and benefits.

7.4 The formula, calculations, and the method for applying the percentage increase to the applicable salary schedule shall be determined and established by the Benton County Commissioners Office.

7.5 Acting Supervisor: Whenever there is no Detention Supervisor, Assistant Detention Manager, or Detention Manager on the premises, a Juvenile Detention Officer shall be paid an additional Three Dollars per hour when assigned to act as the supervisor.

ARTICLE 8 – MEDICAL BENEFITS

8.1 Medical benefits are administered by Benton County. Benton County gives employees the opportunity to participate in health, dental, vision, and group life insurance plans that have been approved and accepted by the Board of Benton County Commissioners. Each employee must select one of each type of plan, and the Employer will contribute the amount stated in Section 8.2 toward the employee's premium costs for the coverage selected. Employees may change their plan options annually during Benton County's open enrollment period. All employees are required to participate in the Benton County's designated life insurance plan. The Juvenile Justice Detention unit has elected to receive $24,000 face value life insurance coverage provided by Washington Counties Insurance Fund (WCIF).

The Employer contributions indicated in Section 8.2 will be applied first towards employee life, vision, dental, time loss, and medical insurance. Any remaining balance will be applied toward dependent coverage. Any additional amounts above the Employer's contribution necessary to pay medical, dental, vision, time loss, and life insurance premiums shall be the sole responsibility of the employee and accomplished by payroll deduction.

8.2 The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 (Composite) and a Washington Counties Insurance Fund (WCIF) plan for medical insurance coverage, UEBT Dental D8, UEBT Vision V3, UEBT Time Loss TL2, and $24,000 life insurance available to Juvenile Detention employees covered by this Agreement.

A. 2024: Effective January 1, 2024, or the first payroll cycle following the last signature on the Agreement, whichever is later, the Employer will contribute $1,179.60 per month towards the employees medical, dental, vision, time loss, and life insurance

B. 2025: Effective January 1, 2025, the Employer agrees to pay up to five percent of the increase in premiums based on the UEBT baseline of $1,179.60. Any and all increases in premiums over five percent shall be borne 100% by the employee. In the event the UEBT premium is reduced, the employer will reduce the contribution by that amount.

8.3 If there are changes in the insurance programs, the Employer will notify the Union of said changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level, and/or premium level.

8.4 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then the Union and employee shall comply with said changes if requested to do so by the Employer.

8.5 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

8.6 Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by either the Union or the employee.

8.7 In accordance with the Employer's medical/dental/vision/life insurance program requirements, employees who elect to receive the Employer's contribution towards any of these coverages must have those contributions applied to the Employer's insurance programs. No employees can have

the dollar amount contributions apply to any other insurance programs other than those provided by the Employer.

8.8 For UEBT coverage, the employee is eligible on the first of the month if they are a regular full-time employee and had 40 or more compensable hours in the previous calendar month.

For WCIF coverage, if the employee is a regular full-time employee, coverage begins on the first of the month if they were hired on the first of that month, if they are hired after the first of the month, coverage begins the first of the following month. If the first falls on a weekend or holiday, and the employee reports to work on the first business day following, coverage is retroactive to the first of the month.

The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the above eligibility and enrollment requirements. If the employee has benefits with UEBT and has at least 40 or more compensable hours during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the month in which employment terminated.

ARTICLE 9 – HOLIDAYS

9.1 Legal holidays to be observed by the Employer are:

New Year's Day	January 1st
Martin Luther King's Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	
Christmas Eve	December 24th
Christmas Day	December 25th
One Floating Holiday	Employee's Choice

9.2 The holiday is based on an eight-hour day. Employees not scheduled to work a holiday will be paid eight hours holiday pay. In the event that Benton County recognizes a new paid holiday, the bargaining unit members will receive holiday pay for that day as outlined by this Article.

9.3 An employee will not receive holiday pay if the employee is absent on their last scheduled workday (or any portion thereof) prior to or the first scheduled workday (or any portion thereof) following the holiday if the absence is without pay due to insufficient accrued paid leave or if the employee is on a leave of absence without pay.

Any employee who is on County paid leave for a qualifying reason when a holiday occurs will receive an additional eight hours holiday pay for that day.

9.4 Employees who work on the shift that starts on the actual holiday will receive (a) time and one-half pay for each hour worked on that shift; and (b) eight hours of holiday pay. Employees will not receive any other pay or salary for the holiday. There is no pyramiding or stacking of overtime and/or time and one-half holiday pay.

9.5 A floating holiday is considered earned by an employee after six months of employment and may be taken any time thereafter with authorization of the employee's supervisor. The floating holiday may be taken only in full.

ARTICLE 10 – VACATION LEAVE

10.1 Vacation leave with pay is earned at the following monthly rates depending on the employee's length of service with the Employer:

Years of Service	Vacation Leave Hours Per Month or Major Portion Thereof
Less than one year	10 Hours
One through less than five years	12 Hours
Five through less than 10 years	14 Hours
10 through less than 15 years	16 Hours
15 through less than 20 years	18 Hours
20 years or more	20 Hours

10.2 Years of service shall be the years of continuous full-time service with the Employer calculated from the first day of employment.

10.3 Vacation Leave may be allowed during the month earned or any subsequent month. The employee must request, and the request is subject to prior approval from the Employer before the employee can utilize accrued Vacation Leave.

Monthly accrual shall commence at the completion of a major portion of a month of continuous service.

10.4 Vacation Leave requests of 24 or more consecutively scheduled work hours (for employees working 12-hour shifts) or 16 or more consecutively scheduled work hours (for employees working eight-hour shifts), shall be selected by seniority no later than March 1st of each year. Vacation Leave requests for 24 (or 16) or more consecutively scheduled work hours that are not made prior to March 1st, changes in approved vacations, and requests for vacations of less than twenty 24 (or 16) consecutively scheduled work hours shall be subject to the approval of the Shift Supervisor. Approval or denial of Vacation Leave schedule requests shall be made within 10 working days after submission by employees, or the Shift Supervisor may inform the employee within the 10 working-day period that the Vacation Leave request will be held beyond that time, so that the Shift Supervisor can confirm whether there will be sufficient coverage to approve the request.

10.5 Carryover Cap. As of December 31 of each year, accumulated vacation leave may not exceed a total of 200 hours. Any excess will be forfeited. Employees whose vacation leave balance exceeds the maximum carryover shall have their balance reduced to 200 hours effective January 1 of the subsequent year.

Hours accumulated in excess of 200 hours have no cash out value and shall be forfeit upon separation of employment, in accordance with Article 10.6.

10.6 Only regular full-time and regular part-time employees who have successfully completed six months of service (for part-time employees, 1,040 hours) shall upon separation from employment for any reason be compensated for accumulated Vacation Leave pursuant to this Article. In case of death, all eligible accumulated leave is paid to the estate of the employee.

10.7 Vacation Leave pay shall be computed at the employee's straight-time hourly rate.

10.8 Vacation Leave authorization forms must be filled out by the employee in advance of the use of Vacation Leave and approved by signature by the immediate supervisor, Juvenile Justice Administrator, or their designee.

10.9 An employee is eligible to cash out 20 or 40 hours of Vacation Leave if the employee has used a minimum of 80 hours of Vacation Leave since December 1st of the previous calendar year, through November of the current calendar year. This cash-out will be paid in December, with the November payroll. Vacation Leave donated under Leave Sharing will be included in the 80 hours used to qualify for a cash out.

ARTICLE 11 – SICK LEAVE

11.1 Sick Leave Policy for Employees: Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury. Its use is restricted to absences for the reasons outlined below and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of this Agreement, the Union and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave, including consultation with the appropriate Local Union Representative or designee regarding a specific problem.

11.2 Sick leave with pay shall accrue at the rate of eight hours of leave for each month of continuous full-time employment. Eligibility for sick leave use shall commence at the start of the following month in which the employee was hired.

11.3 Every January 1st, employees may carryover a maximum of 1,040 working hours of sick leave; provided, however, may only be compensated upon separation from the Employer based on a maximum of 800 hours subject to the provisions below. The hours between 800 and 1,040 have no cash value.

11.4 Employer will pay employees 50% of unused sick leave at voluntary resignation or retirement from the Employer. The employee will receive 50% of their sick leave at the rate of pay established at the time of separation.

In the case of voluntary resignation, a two-week notice must be provided to the Employer to receive unused sick leave payment.

11.5 Any employee eligible for sick leave with pay shall be granted leave for the following reasons:

A. Pursuant to the application of RCW 49.46;

B. Death of a member of the employee's "immediate family" (defined below). Leave attributable to this cause shall not exceed five working days per occurrence. For purposes of this paragraph only, "immediate family" as defined below shall include all children of an employee or the employee's spouse regardless of the child's age; or

C. Death of a friend or relative not covered by "immediate family" – one day maximum per death.

11.6 Sickness shall be reported at the beginning of any period of sick leave to the employee's immediate supervisor or to the lead person on shift when the supervisor is not on duty.

11.7 Upon returning to work the employee shall submit a leave request to their supervisor documenting the sick leave. The Employer may request a qualified Health Care Provider's (HCP) certification for more than three consecutive working days of absence. The Employer's request for a HCP's certification shall be made within 24 hours of an employee's return to work.

11.8 A minimum of 15 minutes will be charged for any sick leave taken.

11.9 "Immediate family" is defined pursuant to chapter 49.46 RCW and authority interpreting same.

11.10 Family and Medical Leave. The Employer provides Family and Medical Leave to employees to the extent provided by and in accordance with the Family and Medical Leave Act (FMLA), other applicable laws and regulations, and the Benton County Family and Medical Leave Policy (Benton County Resolution No. 09-503, or subsequent replacement resolutions and policies). In addition, the Employer provides Washington Family Care Act leave, Washington Family Care Act leave, Pregnancy Disability Leave, Domestic Violence Leave, and Military Family Leave, in accordance with State law.

11.11 Employer will follow Washington State's Paid Family and Medical Leave process and procedures as outlined by governing authority.

ARTICLE 12 – LEAVE SHARING

12.1 The purpose of the program is to allow an employee to transfer any portion of their vacation leave, as defined in this article, to another employee in need of such leave due to a family or medical emergency, or a lengthy illness or injuries, or a qualifying condition under the Family and Medical Leave Act. Leave sharing shall be implemented as provided in this article and the Benton County policy on Voluntary Transfer of Annual Leave.

12.2 Definitions: For purposes of this article, vacation leave does not include sick leave, compensatory time, or any other accrued paid leave time.

12.3 Policy: Leave sharing shall be implemented as follows:

A. The recipient employee shall exhaust all accrued paid leave or shall be able to demonstrate that all accrued paid leave will soon be exhausted, before becoming eligible

to receive any transferred vacation leave.

B. The transferring party must either:

i. Have taken at least 40 hours of vacation leave in the previous 12 months; or

ii. Have no less than 40 hours of accrued paid leave after the transfer is completed.

C. All requests for transfer of vacation leave shall be submitted on a Voluntary Transfer of Vacation Request Form to the Juvenile Justice Administrator or the applicable Elected Official or Department Manager for each party. Each request shall include:

i. The amount of vacation leave to be transferred;

ii. The names, signatures, and departments/offices of the employees requesting and receiving the transfer;

iii. A statement that the receiving party has exhausted or will exhaust all accrued paid leave.

D. Approval of the transfer is at the discretion of the Juvenile Justice Administrator or applicable Elected Official or Department Manager. The Juvenile Justice Administrator, Elected Official, and/or Department Manager may request written confirmation from the recipient employee that the employee qualifies for leave sharing under this Leave Sharing policy, including but not limited to a health care provider's statement confirming the need for the employee to be off work. If the transfer is approved, the Elected Official/Department Manager or Juvenile Justice Administrator shall sign the request and the request shall be submitted to the Benton County Auditor's Office for processing, with a copy to Benton County Human Resources.

E. The Employer shall be responsible for monitoring the use of the transferred leave and for keeping the appropriate records. This includes keeping a copy of the Voluntary Transfer of Vacation Request Form on file, monitoring and approving the amount of leave transferred and used, monitoring when transferred leave is exhausted, and monitoring when the transferee's need for leave ceases. To the extent possible, the Employer will deduct the time used evenly among the donors (*e.g.,* if eight people donate 10 hours of leave each and the recipient takes one day off, one hour will be deducted from each donor).

F. An employee may accumulate no more than 200 hours of transferred leave at one time. An employee may remain eligible to receive transferred leave if necessary once the accumulated balance of transferred leave is less than 200 hours. In the event the transferred leave is no longer needed, or upon cessation of employment with the Employer by the receiving employee, any and all remaining transferred leave shall be returned, in equal portions if applicable, to the employee(s) who donated the leave. The return of share leave will be in one quarter hour increments only, with uneven amounts "rounded up or down" to the most appropriate hour.

G. Leave sharing shall not apply to probationary employees.

H. Donation and return of vacation leave is based solely on the number of hours and not on the donating and/or receiving employee's wages. Names of those donating leave will be kept confidential.

ARTICLE 13 – LEAVE OF ABSENCE WITHOUT PAY

13.1 Approval. An employee may be granted leave of absence without pay not to exceed 12 months. An employee must request such leave of the Juvenile Justice Administrator. The Juvenile Justice Administrator may approve or disapprove said leave. Such leave requests shall be made 30 days prior to the anticipated start of leave or as soon as practicable in the event of an emergency. Prior to approval of such leave, the employee and Juvenile Justice Administrator shall reach a mutually acceptable agreement regarding the date of return and, if the Administrator determines it is possible, the work position to which the employee will return.

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance by the Employer.

13.2 Eligibility. To be approved for a leave of absence without pay, an employee must first exhaust all banked vacation time. If the reason for a leave of absence without pay is a qualified sick leave usage, an employee must also exhaust their sick leave prior to being on a leave of absence without pay unless the law provides otherwise. A disciplinary suspension without pay may be granted prior to the utilization of an employee's leave bank(s).

13.3 Benefits Continuation. While on a leave of absence without pay that is not FMLA leave, the Employer's insurance contribution ceases and the employee is eligible for benefits continuation under COBRA. If the employee is on unpaid leave for a major portion of a month, vacation and sick leave do not accrue, and the employee's anniversary date will be adjusted accordingly.

13.4 Release. If the Employer determines that there is a need for such information, the employee shall present satisfactory evidence of capability of resuming job duties at proper levels of efficiency before returning to work.

ARTICLE 14 – WORKER'S COMPENSATION

An employee who suffers a compensable on-the-job injury resulting in their absence from work will be permitted to apply accumulated sick leave to the first three workdays of the absence, less any state compensation that may be applicable. If the employee qualifies for time loss payments, their accumulated leave will apply toward the base wage, including holidays, difference between the time loss payment and their normal base wage. The total of the two payments will not exceed the employee's normal wage for a normal workday. During the employee's absence, they will be listed as being "on leave of absence - compensable injury." If the employee is receiving workers compensation for the majority of a month, the employee will not accrue vacation or sick leave. While the employee is supplementing their time loss payments with accumulated leave or while covered under the Family Medical Leave Act (FMLA), the Employer will continue to pay the Employer contribution towards the employee's insurance premiums. If, however, the employee runs out of accumulated sick/vacation leave and FMLA leave, the employee will be eligible for continuing benefits under COBRA and the Employer's insurance contribution will cease.

While on workers compensation, the employee's time loss pay will be administered by Benton County

Human Resources; however, the employee must keep their supervisor informed of their status and prognosis for return to work on a weekly basis.

ARTICLE 15 – DISCIPLINARY PROCEDURES

15.1 Purpose. Disciplinary procedures are intended to assist the Juvenile Justice Administrator, their designees, and employees in the sensitive area of disciplinary action by defining the limits of acceptable conduct and providing for consistency in actions taken when those limits are exceeded. The Employer believes that progressive discipline is a most beneficial format since it provides the employee with an opportunity to correct deficiencies and to improve their job-related conduct. However, there are circumstances where progressive discipline is not warranted and could result in not having a verbal reprimand but rather going directly to written reprimand, suspension without pay, disciplinary probation, or discharge. Management personnel may carry out disciplinary action based on the following just causes, but not limited thereto:

a) Neglect of duty;
b) Inefficiency;
c) Insubordination;
d) Incompetence;
e) Insolence;
f) Conviction of a crime (felony);
g) Malfeasance or misfeasance;
h) Gross misconduct;
i) Violation of Employer ordinances, directives, administrative/management rules and regulations inclusive of personnel policies where applicable;
j) Conflict of interest between off-duty activities and official duties;
k) Tardiness and/or absenteeism not protected by law;
l) Discrimination or harassment;
m) Violation of the Drug & Alcohol Policy and Procedures - Fit for Work Program;
n) Suspension and/or revocation of licenses, certifications and any other credentials necessary to carry out the work/job;
o) Such other causes which normally serve as a basis for discipline in labor and personnel relations.

15.2 Degree of Disciplinary Action. The degree of disciplinary action administered by the Juvenile Justice Administrator or their designee, depends on the severity of the infraction. It is the responsibility of the Employer taking the action to objectively evaluate the circumstances and facts involved before beginning disciplinary action. The following provides a guideline for progressive disciplinary action:

A. Verbal Reprimand. Verbal reprimands are used for minor offenses. The supervisor will immediately discuss the offense, warn the employee not to repeat the behavior, and will document the occurrence by making a note to the employee's official personnel file, concerning the infraction. Repeated violations of verbal reprimands will result in a formal written reprimand.

B. Written Reprimand. Written reprimands are used initially for more serious problems or offenses, or for repeated incidents where verbal reprimand has failed to correct behavior. The employee will receive a signed letter from the supervisor listing the violations or

failures of the employee, and clearly stating what corrective action must be taken by the employee to avoid further discipline. Copies of such warnings shall be kept in the employee's official personnel file in accordance with Article 3.1.

C. Disciplinary Probation. Disciplinary probation may be used as a further step for multiples of written reprimands. The Juvenile Justice Administrator, or their designee, shall notify the employee that they are on disciplinary probation for a specified length of time. This disciplinary probation is in lieu of suspension without pay or discharge, however, an employee on disciplinary probation is on notice that further disciplinary actions against them could result in immediate termination of employment. Disciplinary probation does not constitute a break in service but the period of time on this status will not be credited toward monthly accrual for the purpose of step increases on employee's evaluation date.

D. Suspension With Pay. At the discretion of the Juvenile Justice Administrator, an employee of the Employer may be suspended, with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform their duties, and when a substantial period of time will be required to complete an investigation or legal action. Such suspension is not a disciplinary action and may not be appealed. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense and may include the Employer's recovery of salary and benefits paid during the suspension. If the charges are unfounded, the employee will be restored to duty and a letter of exoneration will be placed in the employee's official personnel file.

E. Suspension Without Pay. An employee will be suspended without pay when the offense is of a serious enough nature usually sufficient for discharge but when circumstances related to an employee's overall performance would not warrant immediate discharge. The length of suspensions should not normally exceed 30 working days.

Investigatory suspensions may be used in cases where it is necessary to investigate a situation to determine what further disciplinary action may be justified. This suspension gives the supervisor the opportunity to discuss the problem with their superior to determine an appropriate course of action when the situation is serious enough for the employee to be removed from the work environment. If after investigation, it is determined that the employee was not guilty of any violation, they will be returned to their position, paid for any lost time, and a letter exonerating the employee will be placed in the employee's official personnel file. If, however, the employee is found in violation, then the determined disciplinary action will take effect on the date that the investigatory suspension began.

F. Discharge. When a discharge is involved, the Juvenile Justice Administrator shall proceed with a pre-discharge conference or meeting whereby the affected employee is provided with written notice of the charges against them, an explanation of the Juvenile Justice Administrator's evidence and an opportunity to present their side of the story. The purpose of this pre-discharge hearing is for the Juvenile Justice Administrator to have the benefit of the employee's perspective regarding the charges before the Juvenile Justice Administrator takes disciplinary action. Immediate removal of an employee from the work site may be warranted in instances involving serious insubordination, theft, serious illegal or destructive acts while on the job, or other substantial reasons deemed

appropriate by the Juvenile Justice Administrator. An employee may also be discharged after repeated offenses of a less serious nature if the offenses have been documented by the supervisor and appropriate behavioral changes have not resulted from previous progressive disciplinary action.

15.3 Any disciplinary action of a regular employee taken by the Employer may be appealed by the employee utilizing the grievance procedure provided in this Agreement.

15.4 All disciplinary action, including verbal reprimands, will be documented in written form, signed by the supervisor and employee, and placed in the employee's personnel file. Such disciplinary action notices will be removed from an employee's personnel file one year after the last date that disciplinary action was imposed for whatever reason. Employee's signature denotes acknowledgment and receipt of the reprimand. If employee refuses to sign this document, this will be noted and signed by a management witness and included in the employee's personnel file.

15.5 The Employer may immediately warn, reprimand, suspend without pay, demote and/or discharge or terminate an employee for cause as referenced in this Article. The specified charges shall be given to the employee in writing at the Employer's office not later than one working day after the action became effective. The Union shall also be notified of these charges.

15.6 Probationary employees may be warned, reprimanded, suspended without pay, demoted and/or discharged or terminated without just cause by the Employer at any time during the probationary period. Probationary employees have no recourse.

ARTICLE 16 – GRIEVANCE PROCEDURE

16.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee and/or Employer grievances and adopt this procedure in a cooperative spirit to adjust such actions promptly and fairly at the lowest level possible. If, however, a grievance cannot be solved through normal means, the grievance will be settled as hereinafter provided.

16.2 A grievance is defined as a question involving the interpretation, application, or alleged violation of any provision of this Agreement between the Employer, the Union, and the employee. When filed, all grievances shall outline the facts and articles of the contract allegedly violated.

16.3 Through the procedures set forth in this Article, a grievance may be presented by the Union on behalf of an employee, or the employee accompanied by a representative if desired. A grievance brought by the Employer or the Union must be initiated at Step 2 of this Article.

16.4 Grievances may be heard at any time where practical and feasible.

16.5 The parties agree that the time limitations provided herein are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. The Juvenile Justice Administrator, or their designee, and the Union representative may extend the time limits by mutual agreement in writing.

16.6 No grievance shall be valid unless it is submitted at Step 1 within 10 working days after the occurrence of the grievance, except as specified in Section 16.3 of this Article. If a grievance is not presented within the time limitations referenced herein, said grievance shall be considered

forever waived. If there is a failure to meet the time limits or extended time limits in the grievance procedure, then and in that event, the final resolution of the grievance shall be in accordance with the last responding party.

16.7 The grievance procedure shall be as follows:

STEP 1:

A grievance shall be presented in written form to the Detention Shift Manager within 10 working days from its occurrence. The Detention Shift Manager shall respond in writing within 10 working days after receiving said grievance.

STEP 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within 10 working days of the response in Step 1, above, the grievance, in written form, shall be presented to the Detention Manager. Thereafter, the Detention Manager shall respond in writing to the aggrieved employee within 10 working days after receipt of the grievance.

STEP 3:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within 10 working days of the response in Step 2, the written grievance shall be presented to the Juvenile Justice Administrator. The parties shall arrange a meeting between the aggrieved employee (unless the Employer agrees to waive the employee's presence), Union, and management representatives within 10 working days for resolution of the issue. The Juvenile Justice Administrator shall issue findings in writing within 10 working days of the meeting referenced hereinabove.

STEP 4:

A. Final and Binding Arbitration: If the grievance has not been resolved at Step 3, the Union or the Employer shall refer the dispute to final and binding arbitration.

B. Notice - Time Limitation: The Union or the Employer shall notify the other in writing of submission to arbitration within 10 working days after receipt of the Step 3 response.

C. Arbitrator Selection: After timely notice, the parties will pick an arbitrator in the following manner:

1. The Employer and the Union shall attempt to select the neutral arbitrator within 20 calendar days after receipt of the written grievance at Step 4. Thereafter, the hearing of the matter shall be as soon as possible. If the parties cannot agree upon a neutral arbitrator, the neutral arbitrator will be selected through the procedure as provided for below.

2. In the event either party does not agree on a neutral arbitrator, the party advancing the grievance to arbitration shall request a panel of 11 arbitrators from the Federal Mediation and Conciliation Service, "copying" the other party with the written request. The list shall be limited to arbitrators who are members of the National

Academy of Arbitrators from the nearest sub-region. If the parties cannot mutually agree on a neutral arbitrator from the list of 11 names, then the parties shall meet or confer by telephone.

The non-grieving party shall then elect to exercise the first strike of one name from the list (or defer the first strike to the grieving party) and the striking party will then communicate that party's choice to the other party.

The party not striking first will then strike one name from the list and so on, proceeding in an alternating order until each party has struck five names from the list. The remaining name shall be neutral arbitrator and shall be so advised by the party advancing the grievance to arbitration, copying the other party with the notice.

D. Decision - Time Limit: The arbitrator will meet and hear the matter as soon as possible after the selection of the neutral arbitrator. After completion of the hearing, a decision shall be entered within 30 calendar days, unless an extension of time is agreed upon as provided for herein.

E. Limitations, Scope and Power of Arbitrator:

1. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of the personnel rules and regulations or the contract.

2. The power of the arbitrator shall be limited to interpretation of or application of the terms of the personnel rules and regulations and the contract, or to determine whether there has been a violation of the terms of these rules and regulations or the contract by either the Employer or the Union.

3. The arbitrator shall consider and decide only the question or issue raised at Step 1 or Step 2, as determined by the step where the grievance was first initiated and said arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.

4. In conducting the hearing, the arbitrator shall have the power to administer oaths, issue subpoenas, receive relevant evidence, compel the production of books and papers relevant to the hearing, and question witnesses.

5. Following the conclusion of the hearing, the parties will submit post hearing briefs in lieu of oral argument, unless both parties agree to an alternative. In addition, following submission of post-hearing briefs by the parties, each party shall have the option to also file a reply brief within a reasonable time, responding to issues raised, asserted, or otherwise addressed, by the other party in its post-hearing brief.

F. Arbitration Award - Damages - Expenses:

1. Arbitration awards shall not be made beyond the date of the occurrence beyond which the grievance is based, that date being five working days or less prior to the

initial filing of the grievance.

2. The arbitrator will retain jurisdiction of the grievance until such time as the award has been complied with in full, except in the event Section 16.7 F.4. below is activated.

3. The arbitrator shall not have authority to award punitive damages.

4. The award of the arbitrator is final and binding on all parties; provided, however, a party may appeal the decision within 30 calendar days to Superior Court for a review of the record and not a *de novo* proceeding. The standard of review is that of arbitrary and capricious or clearly erroneous.

5. Each party hereto shall pay their own representatives, witnesses, and other costs associated with the presentation of their case, and the expenses of their respective representatives, including without limitation, attorney fees, as well as one-half the expense of the neutral arbitrator.

6. Either party may request that a transcript of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost to prepare the transcript, including without limitation, hearing costs, shall be shared equally.

ARTICLE 17 – LAYOFF AND RECALL

17.1 The Employer shall be the sole determiner of when layoffs are necessary. The Employer may lay off employees when such action is determined to be necessary by reason of lack of work, lack of funds, and/or reorganization.

17.2 The Employer shall give at least two weeks' notice to employees designated for layoff.

17.3 After the Employer determines that a layoff is necessary, the Employer shall determine the number and gender of employees within the affected classification(s) to be laid off. The Union's Area Representative will be notified of the number and gender of employee(s) within the affected classification designated for reduction as soon as possible. The Employer will give equal consideration to the employee(s) seniority, qualifications, ability, and competence exclusive of gender. In the event the foregoing factors are equal then the principle of seniority shall govern layoffs and recall.

17.4 Employees laid off will be eligible for reinstatement for a period of one year. No new employees within the affected classification shall be hired by the Employer until the Employer determines that available, qualified, competent, and able employees placed on layoff have been offered re-employment. It shall be the employee's responsibility to keep the Employer advised of their current address and email. An offer of re-employment shall be in writing and sent by mail and email to the employee. The employee shall be deemed to have received notice within five days after the Employer mailed said notice. An employee so notified must indicate their acceptance of said re-employment within 10 days of receipt of notice and shall be back on the job within 20 days of acceptance of said offer or forfeit all call-back rights under this article.

17.5 Employees recalled from lay-off shall not lose previously accumulated time in service, provided

all other provisions of this article are complied with, including that the employee must be re-employed within one year to retain these call-back rights and that the employee has successfully completed their probationary period.

ARTICLE 18 – ENTIRE AGREEMENT

The foregoing, including any addenda, constitutes an agreement between the parties and no verbal statements shall supersede any of its provisions.

ARTICLE 19 – SAVINGS CLAUSE

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby.

ARTICLE 20 – SENIORITY

20.1 The seniority date of each employee shall be the first day of full-time employment within the classification. To establish seniority between two employees who were hired as a Juvenile Detention Officer on the same date, for the purposes of vacation leave scheduling under Section 10.4 and power shift bidding under Section 6.9, seniority is based on the first date that each of the two employees was employed in any capacity by Benton-Franklin Counties Juvenile Justice Center (BFJJC). If neither employee hired as a Juvenile Detention Officer had previous employment with BFJJC, seniority will be determined by the date stamp of receipt of their application by BFJJC. If there is no date stamp on one or both applications, or if the date stamp otherwise does not resolve the tie, the tie will be resolved by coin toss.

20.2 All employees shall serve a 12-month probationary period within which said probationary period employee may be terminated without cause and without recourse. The probationary period may be extended as provided in Section 1.2.

20.3 Loss of seniority shall occur for the following reasons: discharge for just cause, layoff for over 12 months, transfer out of bargaining unit, voluntary resignation.

ARTICLE 21 – UNION MATTERS AND DUES

21.1 Dues and Fees. Upon the written authorization of an employee within the bargaining unit, the Employer will deduct from the payments to the employee the monthly amounts of dues or fees as certified by the Secretary-Treasurer of the Union and shall transmit the amounts deducted to the Union by the 15th day of the month. Every effort will be made to commence the deduction on the first payroll, but no later than the second payroll, after the Employer's receipt of the employee's written authorization. The Union agrees to notify the Employer in writing at least 30 days in advance of any increase in Union dues or fees.

The Union shall indemnify and hold the Employer harmless against any suit instituted against the Employer on account of any dues or fees deductions for the Union, except for error or omissions by the Employer.

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Secretary-Treasurer of the Union. The County will continue to deduct union

dues until such time as the Union notifies the County that the dues authorization has been terminated in compliance with the terms and conditions of the payroll deduction authorization executed by the employee. Every effort will be made to end the deduction effective on the first payroll, but no later than the second payroll after receipt of notice from the Union.

21.2 New Employees and Orientation Meeting. Upon employment of a new employee covered by this Agreement, the Employer shall notify the Union, in writing, of the hiring of a new employee.

The Union shall provide the new employees with the necessary forms regarding dues, initiation fees, and voluntary deductions, and timely deliver completed forms to Benton County Human Resources. The Employer shall allow a Union representative 30 minutes of a newly hired employee's regular working time for purposes of presenting information about the Union and bargaining representation. This shall generally occur within the first two weeks of hiring the new employee, but in no instance later than 90 calendar days. If the Union orientation does not occur during the employee's initial orientation by Benton County Human Resources, the Union shall make the necessary arrangements with Juvenile Detention. Newly hired employees have the option to attend or not attend Union orientation.

ARTICLE 22 – NON-DISCRIMINATION

The Benton County Anti-Harassment Policies and Procedures shall apply to all employees. The Employer and the Union agree that they will not discriminate against any employee by reason of age, sex (including pregnancy), gender identity or expression, marital status, genetic information, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or use of a trained dog guide or service animal by a personal with a disability, political affiliation, or any other protected status, unless based on a *bona fide* occupational qualification reasonably necessary to the normal operation of the Employer or the Union.

ARTICLE 23 – NEPOTISM

23.1 No more than one member of the family or one close relative shall be eligible for employment at the same time if:

A. One member of the family or one close relative would be responsible for supervising another family member or close relative, or

B. One member of such family or close relative would be responsible for auditing or monitoring the work of the other family member or close relative, or

C. Circumstances exist which would place a family member or close relative in a situation of actual or reasonably foreseeable conflict between interest of the Employer and interest of the employee in family harmony and/or in their common interests of the family or as close relatives.

23.2 Those persons affected by the terms of the foregoing sections shall be permitted to decide which spouse or relative shall get or keep employment, provided, however, if they do not decide within a reasonable time, the Employer shall decide, provided further that a neutral standard shall be used in making such a decision.

23.3 None of the foregoing regulations will have any effect on persons employed at the time of the adoption of this section but shall only pertain to appointments after the passage of this section.

23.4 Definitions:

A. "Family member" means spouse or person living as spouse and children, whether natural, adoptive or step.

B. "Close relative" means the natural, adoptive or step sibling, parent, siblings of parents, children of siblings, or a relative by marriage (*i.e.*, parent, sibling, or child-in-law).

ARTICLE 24 – DRUG FREE WORKPLACE

The parties agree that the safety and security of the Juvenile Justice Center's employees and charges is of utmost importance. To further that goal, those entrusted with the care and custody of the juveniles under the Juvenile Justice Court must be free of the influences of alcohol and drugs. To that end, the Employer has adopted a Drug Free Workplace policy and procedure.

ARTICLE 25 – CIVIL LEAVE

Jury and Court Duty: An employee shall be granted leave with pay while required to perform jury service or serve as a witness in a work-related criminal case.

A. The employee will receive their normal daily earnings for jury service and court leave time. All fees received for jury duty shall be submitted to the Employer except payment received for mileage and other travel related expenses.

B. An employee shall report to work during all hours the employee is released from jury or witness service. If less than one hour remains from the time of such release to the end of their regular shift, the employee shall call their supervisor for instructions.

C. When employees receive notice of jury duty, they shall notify their supervisor within two working days of receipt of the notice.

ARTICLE 26 – MILITARY LEAVE

Employees who are members of the Military Reserve or National Guard shall be granted leave for a period not exceeding 21 days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may report for active duty, when called, or take part in active training duty in such manner and at such time as the employee may be ordered to active duty or active training duty. During the period of military leave, the employee shall receive their normal pay. This provision is subject to applicable State and Federal laws.

ARTICLE 27 – ABSENCE WITHOUT DULY AUTHORIZED LEAVE

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay, in addition, may be grounds for disciplinary action. Unless authorized, absence from duty for three consecutive days constitutes separation from service. The leave authorization form shall be used in applying for any leave and notification of return to duty.

ARTICLE 28 – LABOR/MANAGEMENT COMMITTEE

The purpose of this collective bargaining agreement is to promote harmonious labor-management relations. In order to accomplish this goal, the parties have agreed to establish a labor-management committee. The committee shall consist of up to three Union members chosen by the Union (one of which may be the local Union Business Representative) and three Management members chosen by the Employer.

The labor-management committee may schedule meetings at mutually agreeable times. Requests shall be in writing and contain the item(s) or topic(s) at issue. Disposition of matters covered in the labor-management committee meetings shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

ARTICLE 29 – POLITICAL ACTIVITY

Employees shall not participate in partisan political activity on Employer time or premises or while representing the Employer in any way, nor shall they be the instrument of allowing others to use Employer time, facilities, or influence in partisan political activities. Nonpartisan activities involving Employer time, facilities, or influence may be allowable if performed with the written authorization of the Juvenile Justice Administrator.

ARTICLE 30 – GENERAL POLICIES AND UNDERSTANDINGS

30.1 When any situation arises involving compensation based upon hourly rates, these rates shall be obtained by dividing the applicable monthly rate by 173-1/3.

30.2 The salaries and wages of employees shall be paid in accordance with Benton County's pay procedures. The Employer has the right to implement a payroll system as it determines provided it gives employees 30 calendar days written notice prior to implementation of a payroll procedure.

30.3 Meals furnished for Detention staff will be provided at regular meal times by the food services provider. The Employer will arrange for a meal to be provided to employees who work during a shift where no food service is provided by the kitchen staff. Employees are being offered the above-referenced meals at the Employer's convenience.

30.4 Job vacancies and new positions within the agency will be posted on the Benton County web page and the Juvenile Justice bulletin board.

30.5 Union Representatives/Shop Stewards:

A. The Union has the right to appoint Stewards from among the employees covered by this Agreement as it deems necessary. The purpose of these Stewards is to administer this Agreement, negotiate new Agreements, request documentation, investigate workplace complaints, and to assist represented employees with the grievance procedure.

B. The Union will inform the Employer whenever a Steward is appointed.

C. It is understood by the parties that a represented employee may request the presence of a Union Steward or Representative when Weingarten Rights are invoked by the employee.

D. The parties agree the Union will be granted access to the employee worksite for the purposes of administering this Agreement, including investigation and/or processing grievances.

30.6 Employer agrees to contribute $200.00 per year per employee towards the purchase of employer approved apparel, prioritized by management, identifying the employee as "staff", as appropriate. Other appearance standards will be referred to the Labor-Management Committee established in Article 28 (Labor Management Committee).

The Employer contribution towards the purchase of apparel referenced above shall be administered by the Employer and shall not be provided as cash compensation to the employee.

[THIS SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties caused this Agreement to be signed by their duly constituted and legal representatives and consider themselves to be bound by the terms and conditions of this Agreement.

BENTON-FRANKLIN COUNTIES, JUVENILE DEPARTMENT

Presiding Superior Court Judge

Date: 2-12-2024

Juvenile Justice Administrator
Date: 2-12-2024

TEAMSTERS LOCAL NO. 839 WAREHOUSEMEN, GARAGE EMPLOYEES, AND HELPERS UNION

Russell Shjerven, Secretary/Treasurer

Date: 2-1-2024

Jesus Alvarez, Jr., Business Agent
Date: 2-1-2024

Geraldo Mercado, Jr., Negotiating Team
Date: 02.08.24

BOARD OF BENTON COUNTY COMMISSIONERS

Chair

Commissioner

Commissioner

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Date: _____

Approved as to form:

Benton County Deputy Prosecuting Attorney

BOARD OF FRANKLIN COUNTY COMMISSIONERS

Chair

Commissioner

Commissioner

Constituting the Board of
Franklin County Commissioners

Attest:

Clerk to the Board

Date: _____

APPENDIX A – SALARY SCHEDULE

2024 SALARY SCHEDULE

2024 - 2025
Agreement by and between
Boards of Benton and Franklin County Commissioners
and
Teamsters Local 839
Warehousemen, Garage Employees, and
Helpers Union

COVERING JUVENILE DETENTION TEAMSTERS

	STEPS in $.....								
GRADE	A	B	C	D	E	F	G	H	I
2	4749	4844	5014	5190	5372	5560	5755	5956	6164
1	4524	4614	4776	4943	5116	5295	5480	5672	5871

TITLE	GRADE
PROGRAMS DETENTION OFFICER	2
JUVENILE DETENTION OFFICER	1

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2/27/2024
Subject:	Memorandum of Agreement (MOA) for Sheriff's and Corrections Clerical Bargaining Unit
Presenter:	
Prepared By:	C Nave
Reviewed By:	E Wyant, L Holt

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

The Sheriff's and Corrections Clerical 2022 Collective Bargaining Agreement (CBA) expired on December 31, 2022 and bargaining for a successor agreement was delayed to allow proceedings before the Public Employment Relations Commission (PERC) to be resolved, which did not occur until December 2023. In an effort to expedite settlement, the parties have agreed to resolve issues associated with the expired CBA through an MOA for 2023 and 2024 wages.

Fiscal Impact

Approximately $32,650 for wages for 2023 and $33,600 for wages for 2024.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and the Memorandum of Agreement between Benton County and Teamsters Local 839, representing Sheriff's Office and Corrections Department Clerical Employees.

Suggested Motion

Approve as part of the consent agenda.

cc: HR, Auditor, PA, Sheriff, Corrections

Prepared by: C Nave

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A MEMORANDUM OF AGREEMENT BETWEEN BENTON COUNTY AND TEAMSTERS LOCAL NO. 839 REPRESENTING SHERIFF'S OFFICE AND CORRECTIONS DEPARTMENT CLERICAL EMPLOYEES

WHEREAS, negotiators for Benton County have negotiated and reached an agreement with Teamsters Local No. 839 representing Sheriff's Office and Corrections Department Clerical Employees to settle issues related to the expiration of the 2022 Collective Bargaining Agreement; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve the Memorandum of Agreement between Benton County and Teamsters Local No. 839 representing Sheriff's Office and Corrections Department Clerical Employees as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the Memorandum of Agreement is effective January 1, 2023, except as otherwise provided, and shall remain in effect until December 31, 2024.

Dated this_____ day of _____, 2024.

_____

Chair of the Board

_____

Commissioner

_____

Commissioner

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, PA, Sheriff, Corrections

Prepared by: C Nave

MEMORANDUM OF AGREEMENT
Between
BENTON COUNTY
And
TEAMSTERS LOCAL NO. 839

Representing SHERIFF'S OFFICE and CORRECTIONS DEPARTMENT CLERICAL EMPLOYEES

Benton County (Employer) and the Teamsters Local Union No. 839 (Union), hereby agree to the following provisions to settle all issues related to the expiration of the 2022 Collective Bargaining Agreement (2022 Agreement), which expired on December 31, 2022:

1. Except for the substituted provisions expressly set forth herein, all other provisions in the 2022 Agreement are incorporated herein by reference.

2. Article 2 – Conditions and Duration of Agreement
This Agreement will be in full force and effect for the period commencing on January 1, 2023, except as otherwise indicated in this Agreement, and terminating on December 31, 2024.

3. Prior to the complete execution of this Memorandum of Agreement, Article 19 – Jury Duty, Military Leave, Section 19.2 shall be applied to Employees as stated in the 2022 Agreement.

   As of the date this Agreement is fully executed, Section 19.2 shall be applied with the following revisions:

   Employees called to jury duty will provide a copy of their jury notification to their supervisor the first working day following receipt. Employees will receive their full regular pay during the term of approved jury service. ~~Employees residing in Benton County who serve on jury duty in Benton County will not receive jury pay, but will receive their regular pay for each day served. Employees who reside outside Benton County will receive their regular pay minus the jury pay.~~ To be eligible for regular pay during the term of jury service, ~~It will be the employee's responsibility to~~ the employee must present satisfactory evidence of serving on jury duty. ~~and the amount received as jury pay.~~ The Sheriff, or designee, or Chief of Corrections, or designee, reserves the right to contact the court involved to seek relief from the summons. An employee shall report to work during all hours they are released from jury duty. If jury duty ends before the end of the employee's regular shift, the employee shall call their immediate supervisor or chain of command for instructions.

If an employee has been summoned to jury duty and/or is chosen to serve on a jury and the jury duty conflicts with a pre-approved vacation, the employee will be allowed to cancel the vacation and have those hours credited back to their vacation accrual.

4. Article 27 – Wage Rates and Other Compensations, Section 27.1 shall be substituted with the following:

   2023: Effective January 1, 2023, the 2022 Salary Schedule will be increased by three percent. This calculation and process shall be determined and established by the Benton County Commissioners' Office.

   2024: Effective January 1, 2024, the 2023 Salary Schedule will be increased by three percent. This calculation and process shall be determined and established by the Benton County Commissioners' Office.

   Any retroactive wage increases pursuant to this section are applicable to only those employees who are employees and in the bargaining unit on the date of the last signature to this Agreement. Employees who separate employment for any reason prior to the date of last signature to this Agreement will not receive any pay increases.

5. Article 33 – Term of Agreement, Section 33.1 shall be substituted with the following:

   The term of this Agreement is as set forth in Article 2.

6. The parties agree to open negotiations for a successor Agreement, to include implementation of the County-wide Compensation Study, upon conclusion of the Compensation Study, or sooner by mutual agreement of the parties.

[THIS SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Agreement and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Attest:

_____
Clerk to the Board
Date: _____

Approved as to Form:

LeeAnn Holt
_____
LeeAnn Holt, Deputy Prosecuting Attorney
Date: February 1, 2024

TEAMSTERS LOCAL UNION NO. 839

_____
Russell Shjerven, Secretary-Treasurer
Date: 2-5-2024

_____
Jesus Alvarez, Jr., Business Agent
Date: 2/5/2024

BENTON COUNTY SHERIFF

_____
Tom Croskrey, Sheriff
Date: 2/6/2024

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Approving the Purchase of One HP Color LaserJet Enterprise 6700dn Printer from Southern Computer Warehouse for the Benton County Prosecuting Attorney's Office
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

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

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

Summary / Background Information

The Prosecuting Attorney's Office has requested to purchase one HP printer 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. After reviewing four vendor quotes, the printer will be purchased from Southern Computer Warehouse.

CDW Government	HP Color Laserjet Enterprise 6700dn	$1,385.33
Southern Computer Warehouse	**HP Color Laserjet Enterprise 6700dn**	**$1,385.02**
Strictly Technology, LLC	HP Color Laserjet Enterprise 6700dn	$1,420.68
Gov Connection, Inc.	HP Color Laserjet Enterprise 6700dn	$1,613.64

Fiscal Impact

Amount: **$1,500 excluding WSST.**

Fund: **Approved 2023-2024 Prosecuting Attorney budgeted funds.**

Recommendation

Information Technology recommends that the Board approve the purchase of one HP Color Laserjet Enterprise 6700dn printer in an amount not to exceed $1,500 excluding Washington State Sales Tax from Southern Computer Warehouse. 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 HP COLOR LASERJET ENTERPRISE 6700DN PRINTER FROM SOUTHERN COMPUTER WAREHOUSE FOR THE PROSECUTING ATTORNEY'S OFFICE

WHEREAS, the Prosecuting Attorney's Office has made a request to purchase one HP color printer for office use; and

WHEREAS, the Information Technology Department (IT) has received four quotes from CDW Government, Southern Computer Warehouse, Strictly Technology, LLC, and Gov Connection, Inc.; and

CDW Government	HP Color Laserjet Enterprise 6700dn	$1,385.33
Southern Computer Warehouse	**HP Color Laserjet Enterprise 6700dn**	**$1,385.02**
Strictly Technology, LLC	HP Color Laserjet Enterprise 6700dn	$1,420.68
Gov Connection, Inc.	HP Color Laserjet Enterprise 6700dn	$1,613.64

WHEREAS, IT recommends purchasing one HP Color Laserjet Enterprise 6700dn from Southern Computer Warehouse for the Prosecuting Attorney's Office; 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 HP Color Laserjet Enterprise 6700dn printer from Southern Computer Warehouse in an amount not to exceed $1,500 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the newly purchased printer will be enrolled into Central Services Replacement Fund (1320).

Dated this 27th day of February, 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, PA's Office

R.Heard

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ROBERT HEARD,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NTBC971	2/15/2024	NTBC971	12775051	$1,505.85

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Color LaserJet Enterprise 6700dn Printer Mfg. Part#: 6QN33A#BGJ Contract: Washington HP Inc NVP Computer Equipment (05820)	1	7402695	$1,385.33	$1,385.33

SUBTOTAL	$1,385.33
SHIPPING	$0.00
SALES TAX	$120.52
GRAND TOTAL	**$1,505.85**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: BENTON COUNTY INFORMATION TECH ACCOUNTS PAYABLE PO BOX 608 PROSSER, WA 99350-0608 **Phone:** (509) 786-5603 **Payment Terms:** VISA	**Shipping Address:** BENTON COUNTY INFORMATION TECH 7122 W OKANOGAN PL BLDG A KENNEWICK, WA 99336-2359 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Dan Ferner | (866) 465-9919 | danfern@cdw.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Julie Browning
Phone:
Fax:
Email: julie.browning@connection.com

 # 25597097.01

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 2/15/2024
Valid Through: 3/16/2024
Account #: S01994

Customer Contact: Robert Heard **Phone:** (509) 737-3529
Email: robert.heard@co.benton.wa.us **Fax:**

QUOTE PROVIDED TO:	SHIP TO:
AB#: 7718457 **BENTON COUNTY CENTRAL SERVICES** ACCOUNTS PAYABLE PO BOX 608 PROSSER, WA 99350 US (509) 786-5603	AB#: 7718459 **BENTON COUNTY CENTRAL SERVICES** 620 MARKET ST PROSSER, WA 99350 US

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	75.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	1	41624676	6QN33A#BGJ	Color LaserJet Enterprise 6700dn Printer HPI Print & Imaging	HPI Print & Imaging	$ 1,484.49	$ 1,484.49

Subtotal	**$ 1,484.49**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**$ 129.15**
Total	**$ 1,613.64**

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PUBLIC SECTOR SOLUTIONS
we solve IT

Product Notes for Quote# 25597097.01

Item #	Description	Notes
41624676	Color LaserJet Enterprise 6700dn Printer	Product Description (Full): Transform your workflows with advanced capabilities in a compact footprint with the HP Color LaserJet Enterprise 6700dn Printer. Get peak performance with scalable configurations delivering maximum productivity for robust printing needs. Fast print speeds of up to 55 PPM help you get everything done faster. Plus, maintain productivity and stay up-to-date on the latest features across your fleet with upgradeable HP FutureSmart firmware. Also, take control of your printing environment with HP Web Jetadmin to help manage your fleet and build consistent print experiences. <img src="https://service.pcconnection.com/images/inhouse/hp-platinum-supplies-partner.jpg" border=0> Returns Policy (External) (Full): This product is subject to our return policy. Please see our complete return policy for details.

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we solve IT™

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address	**Remittance Address**
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:**https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
http://www.scw.com
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date
Feb 15, 2024 11:36 AM EST

Modified Date
Feb 15, 2024 11:43 AM EST

Quote #
1813650 - rev 1 of 1

Description
HP Color LaserJet Enterprise 6700dn Printer

SalesRep
Ortiz, Andres
(P) 877-GOTOSCW ext. 320

Customer Contact
Heard, Robert
(P) 509-786-5603
Robert.Heard@co.benton.wa.us

Customer
Benton County WA (A11627)
Heard, Robert
620 Market Street
Prosser, WA 99350
United States
(P) 509-786-5603

Bill To
Benton County WA
Accounts, Payable
620 Market Street
Prosser, WA 99350
United States
(P) 509-786-5603
teri.holmes@co.benton.wa.us

Ship To
Benton County WA
REF, PO
620 Market Street
Prosser, WA 99350
United States
(P) 509-786-5603
Robert.Heard@co.benton.wa.us

Customer PO:	**Terms:** Undefined	**Ship Via:** GROUND
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Qty	Unit Price	Total
1		HP Inc. - HP Color LaserJet Enterprise 6700dn Printer - color - Duplex - laser - A4/Legal - 1200 x 1200 dpi - up to 55 ppm (mono) / up to 52 ppm (color) - capacity: 650 sheets - Gigabit LAN, USB 3.0, USB 2.0 host, USB 3.0 host	6QN33A#BGJ	1	$1,385.02	$1,385.02

Note: 50 In-stock

Contract
HP Inc NASPO MNNVP-133 - NASPO ValuePoint

Subtotal:	**$1,385.02**
Tax (8.7000%):	$120.50
Shipping:	$0.00
Total:	**$1,505.52**

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

Disclaimer
These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.



StrictlyTech
we make IT happen

2300 NW 55th Court, Suite 110,
Fort Lauderdale, FL 33309
Phone: 954-606-5440 Fax: 954-606-5441

Quotation

Number: **25114**

Date: **02/15/2024**

Quote prepared for: **Robert Heard**

Bill To:
Benton County WA (1530)
Robert Heard
PO Box 608
Prosser, WA 99350
Phone: (509)786-5710
Email: Robert.Heard@co.benton.wa.us

Ship To:
Benton County WA (1530)
Robert Heard
PO Box 608
Prosser, WA 99350
Phone: (509)786-5710
Email: Robert.Heard@co.benton.wa.us

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
1	6QN33A#BGJ		HP LaserJet Enterprise 6700dn Desktop Wireless Laser Printer - Color - 84 ppm Mono / 84 ppm Color - 1200 x 1200 dpi Print - Automatic Duplex Print - 650 Sheets Input - Ethernet - Wireless LAN - Apple AirPrint, Mopria, HP ePrint - 100000 Pages Duty Cycle - Plain Paper Print - Gigabit Ethernet - USB - EPEAT Gold, TAA Compliance **Mfr: HP INC.** **UNSPSC : 43212105**	$ 1,420.68	1	**$ 1,420.68**
1 item(s)					**Sub-Total**	**$ 1,420.68**
					Tax @ 8.7%	**$ 123.60**
					Freight	**$ 0.00**
					Total	**$ 1,544.28**

Quote Valid Until: 03/16/2024

Payment Details

Pay by: Company PO
Payment Term: Net 30

Shipping and Delivery Details

Shipping via: FEDEX Ground
(DropShip)

CAGE: 70BA0
DUNS: 078817964
FEIN: 46-2619818
Woman-Owned Small Business (WOSB)
Primary NAICS: 423430
Unique Entity ID (SAM): DEGDRGZ32898

Terms and Conditions

Prepared by: **Brandon Cullen** Email: **brandonc@strictlytech.com** Phone: **954-606-5440** Mobile: **304-240-9918**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Rescinding Resolution 2024-0122 and Approving a New Thirty-Six Month Microsoft Enterprise Agreement for Licensing Microsoft Software from SHI International Corp.
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 February 13, 2024, the Board signed Resolution 2024-0122 approving a thirty-six month Microsoft Enterprise Agreement for licensing Microsoft software from SHI International Corp (SHI) and authorizing the Information Technology (IT) Manager to sign Microsoft renewal documents. After the Board's approval, IT sent SHI a PO for the approved Microsoft licensing in Quotation Number: 24436092. SHI reviewed the PO and found that SHI quoted the wrong software quantities based on full subscription assurance (FSA) and software assurance (SA) pricing. SHI has provided the County with a new quote with accurate licensing per Microsoft FSA and SA pricing.

Fiscal Impact

Amount: **$362,450.87 per year excluding Washington State Sales Tax (WSST) per year. New quote increases the original amount approved in Resolution 2024-0122 by $13,097.07 per year excluding WSST.**

Fund: **Information Technology Department approved 2023-2024 funds.**

Recommendation

The Information Technology Manager recommends that the Board rescind Resolution 2024-0122 and approve a new thirty-six month Microsoft Enterprise Agreement for licensing Microsoft software starting March 1, 2024 and ending February 28, 2027 in an amount not to exceed $362,450.87 per year excluding WSST.

In addition to approving a new thirty-six month agreement, the Information Technology Manager is asking permission to sign additional Microsoft Enterprise Agreements/Forms per Washington State Master Subcontract No. 05116, NASPO ValuPoint Cloud Solutions 2019-2026 Master Agreement No. AR22488.

Suggested Motion

Consent Agenda as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING RESOLUTION 2024-0122 AND APPROVING A NEW THIRTY-SIX MONTH MICROSOFT ENTERPRISE AGREEMENT FOR LICENSING MICROSOFT SOFTWARE FROM SHI INTERNATIONAL CORP.

WHEREAS, on February 13, 2024, per Resolution 2024-0122, the Board approved the renewal for a thirty-six month Microsoft Enterprise Agreement for licensing software from SHI International Corp., Somerset, NJ in an amount not to exceed $349,353.80 with a start date of March 1, 2024 and end date of February 28, 2027; and

WHEREAS, upon Board approval, the Information Technology (IT) Manager sent SHI International Corp. a purchase order for all the approved Microsoft licensing; and

WHEREAS, SHI International Corp. found that the Microsoft licensing quoted did not comply with Microsoft's full subscription assurance (FSA) and software assurance (SA) licensing requirements under Washington State Master Contract No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488; and

WHEREAS, SHI International Corp. has fixed the Microsoft licensing and provided the County with a new pricing proposal that is $13,097.07 per year more than what was originally approved in Resolution 2024-0122; and

WHEREAS, the IT Manager has reviewed a new thirty-six month quote for the County's Microsoft Enterprise Agreement for licensing Microsoft software from SHI International Corp. and recommends that the Board approve as presented; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the IT Manager's recommendation and approves a new thirty-six month Microsoft Enterprise Agreement renewal for licensing Microsoft software in an amount not to exceed $362,450.87 per year excluding Washington State Sales Tax from SHI International Corp. using Information Technology 2023-2024 Board approved budgeted funds; and

BE IT FURTHER RESOLVED, the Board authorizes the Information Technology Manager to sign Microsoft renewal documents from SHI International Corp.; and

BE IT FURTHER RESOLVED, upon payment, the attached Microsoft software licensing term from SHI International Corp. will start March 1, 2024 and will remain in force until February 28, 2027; and

Orig: Information Technology R.Heard
cc: Auditor,

BE IT FURTHER RESOLVED, Resolution 2024-0122 is hereby rescinded.

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,

Pricing Proposal
Quotation #: 24436092
Reference #: EA# Renewal
Created On: 1/30/2024
Valid Until: 2/29/2024

WA-County of Benton

Robert Heard
620 Market St
PO Box 608
Prosser, WA 99350
United States
Phone:
Fax:
Email: Robert.Heard@co.benton.wa.us

Inside Account Manager

Michaela Knoblock
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-6427
Fax: 732-652-3004
Email: michaela_knoblock@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Azure Pre Payment Microsoft - Part#: 6QK-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	1	$1,243.52	$1,243.52
2	CIS Suite Datacenter Core ALng SA 2L Microsoft - Part#: 9GS-00135 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	8	$170.11	$1,360.88
3	D365 Customer Service GCC Sub Per User Microsoft - Part#: NVG-00005 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	1	$1,039.59	$1,039.59
4	Power Automate Premium GCC Sub Per User Microsoft - Part#: 1O5-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 –	1	$164.15	$164.15
5	Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	745	$18.65	$13,894.25
6	M365 G3 Unified FSA GCC Sub Per User Microsoft - Part#: AAD-34700	700	$334.88	$234,416.00

	Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025			
7	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	15	$393.95	$5,909.25
8	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	30	$95.13	$2,853.90
9	Project P1 GCC Sub Per User Microsoft - Part#: PF1-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	7	$93.02	$651.14
10	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	8	$279.05	$2,232.40
11	SQL Server Standard ALng SA Microsoft - Part#: 228-04433 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	3	$165.26	$495.78
12	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	30	$660.06	$19,801.80
13	Microsoft SQL Server Standard Core Edition - License & software assurance - 2 cores - Enterprise, Select, SPLA, Select Plus, EES - Win - All Languages Microsoft - Part#: 7NQ-00302 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	6	$2,970.03	$17,820.18
14	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	8	$18.40	$147.20

15	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	4	$139.52	$558.08
16	Win G5 Step-up Win G3 GCC Microsoft - Part#: AAF-21855 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	715	$54.96	$39,296.40
17	Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	25	$24.25	$606.25
18	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	56	$128.83	$7,214.48
19	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	186	$19.77	$3,677.22
20	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5 Microsoft - Part#: LML-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	700	$0.00	$0.00
21	Defender Endpoint Server GCC Sub Microsoft - Part#: 7JI-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	165	$54.96	$9,068.40

Subtotal	$362,450.87
*Tax	$31,533.23
Total	$393,984.10

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

RESOLUTION 2024 0122

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE RENEWAL OF A THIRTY-SIX MONTH MICROSOFT ENTERPRISE AGREEMENT FOR LICENSING MICROSOFT SOFTWARE FROM SHI INTERNATIONAL CORP.

WHEREAS, on February 9, 2021, per Resolution 2021-142 the Board authorized the Information Technology Manager to sign a thirty-six month Microsoft Enterprise Agreement for licensing software from SHI International Corp, Somerset, NJ; and

WHEREAS, the County's current Microsoft software agreement expires February 29, 2024 that provides essential software licensing for Benton County; and

WHEREAS, Information Technology Manager recommends keeping Microsoft software licenses current and up to date is in the best interest of Benton County; 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, SHI International Corp. is an authorized Microsoft licensing reseller under Washington State Master Contract No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488; and

WHEREAS, SHI International Corp. has submitted a three-year quote to renew the County's Microsoft Enterprise Agreement for licensing Microsoft software; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology Manager's recommendation and authorizes the renewal of a thirty-six month Microsoft Enterprise Agreement for licensing Microsoft software in an amount not to exceed $349,353.80 excluding Washington State Sales Tax from SHI International Corp. using budgeted Central Services 2023-2024 approved budget; and

BE IT FURTHER RESOLVED, the Board authorizes the Information Technology Manager to sign Microsoft renewal documents from SHI International Corp.; and

Orig: Information Technology
cc: Auditor,

R.Heard

BE IT FURTHER RESOLVED, upon payment, the attached Microsoft software licensing term from SHI International Corp. will start March 1, 2024 and will remain in force until February 28, 2027.

Dated this 13th **day of** February, **20**24

Chairman of the Board
Michael Alvarez
Approved Telephonically

Chairman Pro Tem

JEROME DELVIN - ABSENT

Commissioner

Attest: .....
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Information Technology
cc: Auditor,

R.Heard

Pricing Proposal
Quotation #: 24436092
Reference #: EA# Renewal
Created On: 1/30/2024
Valid Until: 2/29/2024

WA-County of Benton

Robert Heard
620 Market St
PO Box 608
Prosser, WA 99350
United States
Phone:
Fax:
Email: Robert.Heard@co.benton.wa.us

Inside Account Manager

Michaela Knoblock
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-6427
Fax: 732-652-3004
Email: michaela_knoblock@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Azure Pre Payment Microsoft - Part#: 6QK-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	1	$1,243.52	$1,243.52
2	CIS Suite Datacenter Core ALng SA 2L Microsoft - Part#: 9GS-00135 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	8	$170.11	$1,360.88
3	D365 Customer Service GCC Sub Per User Microsoft - Part#: NVG-00005 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	1	$1,039.59	$1,039.59
4	Power Automate Premium GCC Sub Per User Microsoft - Part#: 1O5-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 –	1	$164.15	$164.15
5	Defender O365 P1 GCC Sub Per User Microsoft - Part#: 3GU-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	745	$18.65	$13,894.25
6	M365 G3 Unified FSA GCC Sub Per User Microsoft - Part#: AAD-34700	715	$334.88	$239,439.20

	Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025			
7	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	30	$95.13	$2,853.90
8	Project P1 GCC Sub Per User Microsoft - Part#: PF1-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	7	$93.02	$651.14
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11	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	36	$660.06	$23,762.16
12	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	8	$18.40	$147.20
13	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	4	$139.52	$558.08
14	Win G5 Step-up Win G3 GCC Microsoft - Part#: AAF-21855 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	745	$54.96	$40,945.20
15	Win Remote Desktop Services CAL ALng SA UCAL	25	$24.25	$606.25

	Microsoft - Part#: 6VC-01254 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025			
16	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	56	$128.83	$7,214.48
17	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	186	$19.77	$3,677.22
18	Yammer Enterprise GCC Sub Add-on To O365 M365 F3 E5 Microsoft - Part#: LML-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	700	$0.00	$0.00
19	Defender Endpoint Server GCC Sub Microsoft - Part#: 7JI-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2024 – 2/28/2025	165	$54.96	$9,068.40

Subtotal	$349,353.80
*Tax	$30,393.78
Total	$379,747.58

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

PARTICIPATING ADDENDUM
NASPO ValuePoint

CLOUD SOLUTIONS 2016-2026

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

MASTER AGREEMENT

Master Agreement No: AR2488

SHI International Corp.
(hereinafter "Contractor")
and
State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: 05116

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2017.

1. **SCOPE:** This Participating Addendum covers Cloud Solutions led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

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

   (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

   (b) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services (MCUA list is available at https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx):

   - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
   - Federal governmental agencies or entities;
   - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and

- Federally-recognized Indian Tribes located in the State of Washington.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://fortress.wa.gov/ga/webs/. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

3.3. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .015

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 05116
- The NASPO Master Agreement No.: AR2488
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.6. **PAY EQUALITY:** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within

thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

3.7. **COMPLIANCE WITH PARTICIPATING STATE'S (WASHINGTON'S) STATEWIDE IT POLICIES:** Contractor shall comply with Participating State's statewide information technology policies, as applicable, for Purchasing Entities – promulgated by Washington's Office of the Chief Information Officer (OCIO). Such policies are located on the OCIO website at: https://ocio.wa.gov//policies. These policies include, but are not limited to, the following:

- Security Policy 141
- Accessibility Policy 188

Prior to final execution of a Purchasing Entities' contract with a Contractor, the Contractor's solution(s) will be subject to a Security Design Review performed by Washington Consolidated Technology Services to ensure compliance with Office of the Chief Information Officer (OCIO) Security Policies.

4. **LEASE AGREEMENTS:** Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Alison Turner Tel: (425) 974-5997 Email: alison_turner@shi.com	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov

6. **FULFILLMENT PARTNERS:** All Contractor's Fulfillment Partners authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Fulfillment Partner's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. **GENERAL:**

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Scott Smith

Scott Smith

Its: State IT Procurement Manager

SHI INTERNATIONAL CORP.
A NEW JERSEY CORPORATION

By: Natalie Castagno

Natalie Castagno

Its: Director of Response Team

RESOLUTION 2021 142

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE RENEWAL OF A THIRTY-SIX MONTH MICROSOFT ENTERPRISE AGREEMENT EA Number 66700680 FOR LICENSING MICROSOFT SOFTWARE FROM SHI INTERNATIONAL CORP.

WHEREAS, on February 24, 2018, per Resolution 2018-151 the Board authorized the Information Technology Manager to sign a thirty-six month Microsoft Enterprise Agreement for licensing software from SHI International Corp, Somerset, NJ; and

WHEREAS, the County's current Microsoft software agreement expires February 28, 2021 that provides essential software licensing for Benton County; and

WHEREAS, Information Technology recommends keeping Microsoft software licenses current and up to date is in the best interest of Benton County; and

WHEREAS, SHI International Corp. is an authorized Microsoft licensing reseller under Washington State Master Control No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488 and Washington State Master Control No. 06016, NASPO ValuePoint Software Value-Added Reseller (SVAR) Services Master Agreement No. ADSPO16-130651; and

WHEREAS, SHI International Corp. has submitted a three-year quote to renew the County's Microsoft Enterprise Agreement for licensing Microsoft software; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the renewal of a thirty-six month Microsoft Enterprise Agreement EA Number 66700680 for licensing Microsoft software in an amount not to exceed $294,119.10 excluding Washington State Sales Tax from SHI International Corp. using budgeted Central Services 2021-2022 approved budget; and

BE IT FURTHER RESOLVED, the Board authorizes the Information Technology Department Manager to sign Microsoft renewal documents from SHI International Corp.; and

BE IT FURTHER RESOLVED, upon payment, the attached Microsoft software licensing term from SHI International Corp. will start March 1, 2021 and will remain in force until February 29, 2024.

Dated this 9 day of February , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: R. Heard

Pricing Proposal
Quotation #: 19945254
Created On: 1/19/2021
Valid Until: 2/28/2021

Benton County

Robert Heard
620 Market St
PO Box 608
Prosser, WA 99350
United States
Phone:
Fax:
Email: robert.heard@co.benton.wa.us

Inside Account Manager-Public Sector

Gianna Colgero
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-4773
Fax:
Email: gianna_colgero@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CISSteDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	8	$170.11	$1,360.88
2	Defender for O365 Plan 1 GCC SubVL Per User Microsoft - Part#: 3GU-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	726	$18.65	$13,539.90
3	M365 E3 FromSA GCC ShrdSvr ALNG SubsVL MVL PerUsr (Original) Microsoft - Part#: AAA-11984 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	700	$298.69	$209,083.00
4	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	20	$600.00	$12,000.00
5	Microsoft SQL Server Standard Edition - License & software assurance - 1 server - academic - Enterprise, Select, Select Plus, EES - Win - All Languages Microsoft - Part#: 228-04437 Contract Name: NASPO Cloud Solutions	3	$676.23	$2,028.69

	Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3			
6	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	8	$18.40	$147.20
7	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	4	$139.52	$558.08
8	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	25	$22.13	$553.25
9	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	48	$128.83	$6,183.84
10	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	186	$18.16	$3,377.76
11	Azure prepayment - US Gov Microsoft - Part#: J5U-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	1	$1,243.52	$1,243.52
12	YammerEntGCC ShrdSvr ALNG SubsVL MVL AddOn toO365M365F3E5 Microsoft - Part#: LML-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	700	$0.00	$0.00
13	Dyn365ECstmrSrvcGCC ShrdSvr ALNG SubsVL MVL PerUsr	2	$1,039.59	$2,079.18

Contract Name: NASPO Cloud Solutions
Contract #: AR2488
Subcontract #: 05116
Coverage Term: 3/1/2021 – 2/28/2022
Note: EA #66700680; Year 1 of 3

14	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	26	$79.34	$2,062.84
15	WinE5StpFrmWinE3 GCC ALNG SubsVL MVL Microsoft - Part#: AAF-21855 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	726	$54.96	$39,900.96

Subtotal	$294,119.10
*Tax	$25,294.24
Total	$319,413.34

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

PARTICIPATING ADDENDUM
NASPO ValuePoint

CLOUD SOLUTIONS 2016-2026

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

MASTER AGREEMENT

Master Agreement No: AR2488

SHI International Corp.
(hereinafter "Contractor")
and
State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: 05116

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2017.

1. **SCOPE:** This Participating Addendum covers Cloud Solutions led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

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

   (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

   (b) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services (MCUA list is available at https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx):

      - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
      - Federal governmental agencies or entities;
      - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and

- Federally-recognized Indian Tribes located in the State of Washington.

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

3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://fortress.wa.gov/ga/webs/. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

3.3. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .015

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 05116
- The NASPO Master Agreement No.: AR2488
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **Compliance with Law; Taxes, Licenses, & Registration:** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.6. **Pay Equality:** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within

thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

3.7. **COMPLIANCE WITH PARTICIPATING STATE'S (WASHINGTON'S) STATEWIDE IT POLICIES:** Contractor shall comply with Participating State's statewide information technology policies, as applicable, for Purchasing Entities – promulgated by Washington's Office of the Chief Information Officer (OCIO). Such policies are located on the OCIO website at: https://ocio.wa.gov//policies. These policies include, but are not limited to, the following:

- Security Policy 141
- Accessibility Policy 188

Prior to final execution of a Purchasing Entities' contract with a Contractor, the Contractor's solution(s) will be subject to a Security Design Review performed by Washington Consolidated Technology Services to ensure compliance with Office of the Chief Information Officer (OCIO) Security Policies.

4. **LEASE AGREEMENTS:** Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Alison Turner Tel: (425) 974-5997 Email: alison_turner@shi.com	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov

6. **FULFILLMENT PARTNERS:** All Contractor's Fulfillment Partners authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Fulfillment Partner's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. **GENERAL:**

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**		**SHI INTERNATIONAL CORP.** **A NEW JERSEY CORPORATION**	
By:	Scott Smith	By:	Natalie Castagno
	Scott Smith		Natalie Castagno
Its:	State IT Procurement Manager	Its:	Director of Response Team

PARTICIPATING ADDENDUM
NASPO ValuePoint

SOFTWARE VALUE-ADDED RESELLER (SVAR) SERVICES

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

MASTER AGREEMENT

Master Agreement No: **ADSPO16-130651**

SHI International Corp.
(hereinafter "Contractor")
And
State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: **06016**

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2016.

1. **SCOPE:** This Participating Addendum covers the Software Value-Added Reseller (SVAR) Services led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **EXCLUSIONS:** The following software publishers are excluded from this Participating Addendum:

   - ESRI
   - Microsoft EA
   - Autodesk
   - SAS

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

   (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

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

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

4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

4.1. **PRICING.** Although Contractor may offer lower prices to Purchasing Entities, Contractor guarantees to provide the Products at no greater than the prices set forth in the Master Agreement, whereas 'Reseller Cost' is defined as the price that Contractor pays the Publisher or Distributor to purchase software on behalf of the Participating State. If Purchasing Entities use a credit card as a method of payment for an order over ten thousand dollars ($10,000), prices may be subject to payment processing fees, as agreed to in the applicable Purchase Order. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

4.2. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM.** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://fortress.wa.gov/ga/webcust/home.html. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.3. **WASHINGTON'S STATEWIDE PAYEE DESK.** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

4.4. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of

this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4.5. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74% on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0074.

(e) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(f) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until an electronic invoice from Enterprise Services becomes available in Contract Sales Reporting System. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 06016
- The NASPO Master Agreement No.: ADSPO16-130651
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(g) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(h) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(i) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

4.6. **CONTRACT REVIEWS.** Enterprise Services reserves the right to conduct quarterly reviews of Contractor's sales and prices, and request Contractor to provide copies of Publisher invoices for up to ten percent (10%) of sales in order to validate Reseller Costs.

4.7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION.** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4.8. **RECORDS ADMINISTRATION AND AUDIT.** Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

4.9. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the Participating State and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

4.10. **PURCHASE ORDERS.** To utilize the NASPO ValuePoint Master Agreement, each order must include the following information and be submitted to SHI International Corp.:

(j) Order is subject to NASPO ValuePoint Master Agreement No. ADSPO16-130651 and Washington Master Contract No. 06016;

(k) Purchase Order amount; and

(l) Purchaser's contact information (i.e., name, address, telephone number, email).

5. **LEASE AGREEMENTS:** Leasing or renting equipment is not allowed throughout the term of the Master Agreement.

6. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Alison Turner Tel: (425) 974-5997 Email: alison_turner@shi.com	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. **GENERAL**:

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Participating Addendum shall survive and remain in effect following the expiration or termination of this Participating Addendum, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

(d) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(e) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**	**SHI INTERNATIONAL CORP.** **A NEW JERSEY CORPORATION**
By: Scott Smith	By:
Its: Washington State IT Contract MGR	Its: Sr. Contracts Specialist
	Cassie Skelton

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Approving the purchase of one (1) Zebra ZXP Series 7 Identification Card Printer for the Benton County Corrections Department
Presenter:	
Prepared By:	Rober Heard
Reviewed By:	Procurement Department; Lt. Combs

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) currently utilizes the GUARDIAN RFID System's wristbands to identify and accurately log inmate activities and movement within the jail.

The Chief of Corrections would like to switch from the wristbands to identification (ID) cards, which provides a large picture of the inmate for more accurate identification and overall better durability, with comparable cost to the current wristbands.

GUARDIAN RFID provided a quote for one (1) Zebra ZXP Series 7 ID Card Printer, which is required for printing the ID cards, for an amount of $2,700 excluding WSST.

The Manager of the Information Technology Department reviewed the quote and determined the amount quoted is the best price compared to other competitive vendors and recommended purchasing said printer from GUARDIAN RFID.

Fiscal Impact

Cost: $2,700 excluding WSST.

Fund: Paid from Corrections Budget 0010.52.120.5236200.0000.53508 and enrolled in the Benton County Technology replacement fund in accordance with Resolution 2023-714.

The expenditures for the ID cards, clips, and cleaning kits shall be paid from Corrections Department Operating Supplies 0010.52.120.5236200.0000.53106.

Recommendation

Approve the attached Resolution authorizing the purchase of one (1) Zebra ZXP Series 7 ID Card Printer in the amount of $2,700 excluding WSST from GUARDIAN RFID, Maple Grove, Minnesota.

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 (1) IDENTIFICATION CARD PRINTER FROM GUARDIAN RFID FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, per Resolutions 2016-286, 2018-835 and 2022-134 the Benton County Board of Commissioners approved the agreement and amendments thereto for the GUARDIAN RFID System between Benton County and Codex Corporation dba/GUARDIAN RFID to provide inmate tracking system for the Benton County Jail; and

WHEREAS, the jail is currently using the Clincher RFID wristbands to identify inmates and accurately log inmate activities and movement within the jail; and

WHEREAS, the Chief of Corrections would like to switch from Clincher RFID wristbands to identification cards, which provides a large picture of the inmate for more accurate identification and overall better durability, with comparable cost to current wristbands; and

WHEREAS, GUARDIAN RFID provided a quote for the Zebra ZXP Series 7 ID Card Printer, which is required for printing the ID cards for an amount of $2,700 excluding WSST; and

WHEREAS, the Manager of the Information Technology Department reviewed the quote and determined the amount quoted is the best price compared to other vendors and recommended purchasing said printer from GUARDIAN RFID; and

WHEREAS, Resolution 2023-714 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 (1) one Zebra ZXP Series 7 ID Card Printer in the amount of $2,700 excluding WSST from GUARDIAN RFID for the use of printing ID cards for the Benton County Jail; and

BE IT FURTHER RESOLVED, said printer shall be paid from Corrections Budget 0010.52.120.5236200.0000.53508 and enrolled in the Benton County Technology replacement fund; and

BE IT FURTHER RESOLVED, the as needed ID cards, clips, and cleaning kits shall be paid from Corrections Department Operating Supplies 0010.52.120.5236200.0000.53106.

Dated this 27th day of February, 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: IT Dept.
cc: BCCD, Auditor, Purchasing Dept.

Robert Heard

GUARDIAN RFID
WARRIOR TECHNOLOGY

Company Address	6900 Wedgwood Rd. N, Suite 325 Maple Grove, Minnesota 55311 United States	Created Date	2/12/2024
		Expiration Date	4/30/2024
Quote Name	BentonCoWA ID Card Transition		
Quote Number	00009034		

Prepared By	Mark Cowley	Contact Title	POC Lieutenant
Email	mark.cowley@guardianrfid.com	Contact Name	Josh Combs
		Phone	(509) 783-1451 x3347
		Email	joshua.combs@co.benton.wa.us

Product	Product Family	Quantity	Sales Price	Total Price	Warranty	Max Replacements
GUARDIAN RFID® ID Card Clips (100 / box)	Hardware	6.00	$30.00	$180.00	None	N/A
GUARDIAN RFID® ID Cards (200 / box) - Portrait	Hardware	6.00	$300.00	$1,800.00	None	N/A
Zebra® Print Session Cleaning Kit (15,000 prints) - 3 Pack	Hardware	2.00	$31.25	$62.50	None	N/A
Zebra® ZXP Series 7 ID Card Printer	Hardware	1.00	$2,700.00	$2,700.00	One-Year	1 per year
Zebra® ZXP Series 7 Printer Toner (750 prints)	Hardware	2.00	$210.00	$420.00	None	N/A

Subtotal	$5,162.50
Total Price	$5,162.50
Shipping and Handling	$300.00
Grand Total	$5,462.50

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 02/07/2024 BC 02/27/2024
Subject:	Columbia/Walla Walla Counties & Benton-Franklin Juvenile Justice Center Agreement for Mutual Use of Juvenile Detention Center Facilities
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler

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

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

Summary / Background Information

The purpose of this agreement is to provide each party access to the other party's juvenile detention facilities when it is deemed to be in the best interest of the Counties. Such use shall be solely for the purpose of housing juveniles otherwise subject to incarceration at each party's respective detention center facilities. Use of this agreement is contemplated during emergent situations.

The term of the Agreement shall be effective January 1, 2024 and shall automatically renew for successive periods of one year each.

Fiscal Impact

There is no fiscal impact to either county nor the Benton-Franklin Juvenile Justice Center.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Agreement between Columbia/Walla Walla Counties and the Benton-Franklin Counties Juvenile Justice Center.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND COLUMBIA/WALLA WALLA COUNTIES TO PROVIDE EACH PARTY ACCESS TO THE OTHER PARTY'S JUVENILE DETENTION FACILITIES

WHEREAS, Columbia/Walla Walla Counties and Benton-Franklin Juvenile Justice Center are in agreement to provide access to the other party's juvenile detention facilities for the purpose of housing juveniles otherwise subject to incarceration during emergent situations; and

WHEREAS, David Wheeler, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Agreement between the Benton-Franklin Juvenile Justice Center and Columbia/Walla Walla Counties be approved as presented; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Juvenile Administrator's recommendation and hereby approve the Agreement between the Benton-Franklin Juvenile Justice Center and Columbia/Walla Walla Counties; and

BE IT FURTHER RESOLVED, that the Chairs or Chair Pro-Tems are authorized to sign the attached Agreement; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences January 1, 2024 and shall automatically renew for successive periods of one year each.

DATED this ____ day of _____ 2024
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ____ day of _____ 2024
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (3): 1-BC Commissioners, 1-FC Commissioners, 1-Walla Walla; Electronic (1): 1-BFJJC R. Garcia

AGREEMENT FOR MUTUAL USE OF JUVENILE DETENTION CENTER FACILITIES

This Agreement is made and entered into by and between **WALLA WALLA COUNTY**, a political subdivision of the State of Washington, and **BENTON-FRANKLIN COUNTIES,** a political subdivision of the State of Washington; hereinafter collectively ("the parties").

RECITALS

WHEREAS, Walla Walla County and Benton-Franklin Counties are authorized by law to operate a juvenile detention center; and

WHEREAS, the parties each wish to utilize the other parties respective County juvenile detention center as a place of confinement for juveniles under jurisdiction of the court when it is deemed to be in the best interest of the Counties; and

WHEREAS, this Agreement does not create any separate legal or administrative entity pursuant to RCW 39.34.030; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the parties have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in the parties' best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants, and agreements contained herein the parties agree as follows:

1. **PURPOSE:** It is the purpose of this Agreement to provide each party access to the other party's juvenile detention facilities when it is deemed to be in the best interest of the Counties. Such use shall be solely for the purpose of housing juveniles otherwise subject to incarceration at each party's respective detention center facilities and shall be further subject to all terms and conditions contained herein.

2. **MAILING AND CONTACT ADDRESS:** All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following Agreement administrators:

   Contract Agency:
   Columbia/Walla Walla County Juvenile Court
   Norrie Gregoire, Administrator
   455 West Rose St.
   PO Box 1754
   Walla Walla, WA 99362-0033
   Tel: (509) 524-2822
   Email: ngregoire@co.wallawalla.wa.us

County: Benton-Franklin Counties Juvenile Justice Center
David Wheeler, Administrator
5606 W. Canal Pl Suite 106
Kennewick, WA 993336-1388
Tel: (509) 783-2151
Email: David.Wheeler@co.benton.wa.us

Notices shall be effective immediately upon receipt if delivered in person. If notice is delivered by US Mail, then it shall be effective three days following the day when it is deposited, postage prepaid, in an official mail receptacle, properly addressed to the other party's contact address and person. If notice is made by email, then it shall be effective at the time of start of business, on the next business day following successful transmission.

Each party must have an Agreement administrator at all times this agreement is in force. Parties may change their Agreement administrator by submitting notice of such change to the other party in writing.

3. AVAILABILITY OF DETENTION CENTER FACILITIES:

Each party shall accept a juvenile requested by the other party at its sole discretion. This discretion is in addition to each party's rights with respect to certain juveniles set forth in Sections 8 and 9 herein. Each party shall only submit juveniles for confinement under this Agreement that are held 24 hours a day in secure confinement. Juveniles incarcerated pursuant to this Agreement will not be eligible for participation in work crew, work release, home monitoring or any other programs in which juveniles serve all or part of their sentences outside the confines of a detention center.

4. COMPENSATION:

(a) Monetary Consideration. The parties mutually agree that the housing of an juvenile by the Receiving County on behalf of the Transferring County shall be compensated at the rate of $200 for every 24-hour period, or portion thereof, that said juvenile is in the custody of the Receiving County. Such time period shall be measured from the time said juvenile is transferred to the custody of the Receiving County and ends when the Transferring County resumes custody. The first day of detention will be defined as the first 24-hour period the juvenile is formally admitted to detention. If a juvenile is confined less than 24 hours, a full day will be assessed. Each 24-hour period, or portion thereof, thereafter, will constitute one additional day. For example: a juvenile admitted during the day at 4:00 p.m. Friday and released the following Sunday at 1:00 p.m. will be counted as utilizing two days.

(b) Other Costs. The Transferring County shall also pay such other costs as are incurred by the Receiving County, or third parties, in incarcerating juveniles on behalf of the Transferring County, as set forth herein, including but not limited to any medical costs required by Section 5.

(c) Billing. The Receiving County may bill the Transferring County on the 15th day of each month for all amounts due to the Receiving County under this Agreement for the services rendered in the prior calendar month. Payment shall be due from the Transferring County by the 15th day of the following month. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, the Transferring County shall pay all collection costs associated with late payments.

5. MEDICAL COSTS AND TREATMENT:

(a) Services Provided. Upon transfer of custody to the Receiving County, the Receiving County shall provide or arrange for the Transferring County's juvenile to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of the Receiving County and applicable law.

(b) Cost Responsibility. The Transferring County shall be responsible for, or shall pay for the cost of, all medication prescribed for any of its juveniles. The Transferring County shall also pay for all costs associated with the delivery of medical, psychiatric, and dental services provided to a juvenile who, in the sole discretion of the Receiving County, requires the services of a third-party medical, dental, or psychiatric services provider, and for all emergency medical, dental, or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the Receiving County, as directed by the Receiving County. The Receiving County shall bill the Transferring County only for the actual costs charged to the Receiving County and shall provide an itemization with such billing.

(c) Notice. Except in case of situations deemed an emergency at the sole discretion of the Receiving County, the Receiving County shall notify the Transferring County's Agreement administrator in writing, by email, prior to transfer of a Transferring County's juvenile to a medical, dental or psychiatric provider outside of the County detention center or to a hospital for medical, psychiatric, or dental services.

(d) Pre-Confinement Consents or Refusals. If a Transferring County's juvenile has either 1) received medical, psychiatric, or dental treatment; or 2) refused any medical, psychiatric, or dental treatment, from the Transferring County or any third-party provider of such services before transfer for confinement in the Receiving County's detention center, the Transferring County shall provide to the Receiving County all written verification of any authorization of or refusal to authorize care or treatment for such juveniles(s).

(e) Return for Medical Services. Nothing herein shall preclude the Transferring County from retaking custody of an ill or injured juvenile by retaking custody of such juvenile at the Receiving County's detention center. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the

desired time of retaking custody. However, in situations where the Receiving County, in its sole discretion determines, that a juvenile requires emergency medical care, the Receiving County shall have the right to arrange for emergency medical services (at the Transferring County's expense) notwithstanding a request from the Transferring County to retake custody of the juvenile.

(f) Records. The Receiving County shall keep records of all medical, psychiatric, or dental services it provides to a juvenile. Upon resumption of custody by the Transferring County, the Transferring County shall receive a copy or summary of the medical, psychiatric, or dental records held by the Receiving County for a juvenile of the Transferring County.

(g) Transportation of Medications and Records. The Transferring County agrees to transport with the juvenile, any and all applicable medical records, current care instructions, as well as an appropriately labeled 5-day supply of the juvenile's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the juvenile's name, JUVIS number, date of birth, any known allergies, current medication list, description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.

6. TRANSPORTATION OF JUVENILES:

(a) Regular Transport. For all juveniles accepted by the Receiving County and unless agreed otherwise in writing, the Transferring County shall be responsible for transporting juveniles to and from its detention center for all purposes including but not limited to court hearings and medical appointments in Transferring County.

(b) Transports by the Receiving County. For any transports by the Receiving County required by court order, or made at the Transferring County's request, the Transferring County shall reimburse the Receiving County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of the Receiving County to provide any transports.

(c) Transferring County Transport. In the event either party requests that custody of a juvenile be transferred back to the Transferring County, in accordance with any such right set forth in this Agreement, the Transferring County shall transport such juvenile in accordance with the guidelines set forth in this Section 6 (a) or (b) above. If the Transferring County desires to retake custody of the transferred juvenile, the Transferring County shall take custody of the juvenile at the Receiving County's detention center and handle all transport responsibility. The Transferring County shall provide at least 24 hours advanced written notice to the Receiving County of any such expected transport by the Transferring County.

7. TRANSFER OF CUSTODY:

(a) Commencement of Custody by Receiving County. Transferring County juveniles shall not be deemed to be in the legal custody of the Receiving County until officers from the Receiving County's Department take physical control of such juvenile. The Receiving County shall not be required to take such control of a juvenile until the Transferring County has delivered copies of all juvenile records pertaining to the juvenile's incarceration by the Transferring County or its agent, including a copy of the juvenile's medical records held by the Transferring County or its agent, and a copy of the document that provides legal authority for the incarceration of the juvenile. If additional information is requested by the Receiving County regarding a particular juvenile, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the Receiving County, the receiving officer may refuse to accept the Transferring County's juvenile for confinement. The Receiving County shall not be required to take custody of or assume control of or responsibility for any property of the juvenile, except for such property that the Receiving County allows juveniles to keep in their cell. The Transferring County's officers delivering a juvenile to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the juvenile is properly packaged. At such time, and only at such time, as all paperwork and property are in order will the Receiving County take physical control of and assume custody of and responsibility for the Transferring County's juvenile to be confined.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 9 of this Agreement, the Receiving County shall not be required to, under any circumstances, transfer custody of any juvenile confined pursuant to this Agreement to any agency other than to the Transferring County without the written authorization from a court of competent jurisdiction. Even with such authorization, such transfer to another agency shall be at the discretion of the Receiving County and shall be further subject to the provisions of Section 6 above.

(c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to the Receiving County, it shall be the Receiving County's responsibility to administer the juvenile's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the Receiving County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 5 of this Agreement.

(d) Resumption of Custody by Transferring County. The Transferring County shall be deemed to have resumed legal custody of an juvenile previously transferred to the Receiving County for incarceration pursuant to this Agreement, upon either presentation of such juvenile to the Transferring County's detention facilities, or upon the Transferring County's officers taking physical control of a juvenile at any other location.

8. **RIGHT TO REFUSE/RETURN A JUVENILE:** The Receiving County shall have the right to refuse to accept or to return any of the Transferring County's juveniles at its sole discretion, for any reason, including but not limited to the following:

(a) Pending Medical Needs. The Receiving County shall have the right to refuse to accept any Transferring County juvenile who, at the time of presentation or drop off to the Receiving County's detention center facilities for confinement, is without the required medication and records as provided in Section 5(g), or appears as determined by the Receiving County, in need of medical, psychiatric, or dental attention, until the Transferring County has provided medical, psychiatric, or dental treatment to the juvenile to the satisfaction of the Receiving County.

(b) Problematic Physical History or Behavior and New Medical Conditions. The Receiving County shall have the right to refuse to accept or to return any Transferring County's juvenile that, in the sole judgment of the Receiving County, has a history of serious medical problems, presents a serious risk of escape, presents a serious risk of injury to other persons or property, represents a risk to the orderly and safe operation of the detention center, or develops an illness or injury that may adversely affect or interfere with the operations of the Receiving County's detention center. Any special transport costs, medical or otherwise, incurred in the return of the Transferring County's juvenile under this subsection shall be the responsibility of the Transferring County. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions.

(c) Claims/Litigation. The Receiving County shall have the right to refuse to accept or to return any Transferring County juvenile that files a claim or lawsuit against the Receiving County or indicates intent to do so.

(d) Return Due to Upcoming Expiration. The Transferring County shall have the obligation to begin picking up Transferring County juveniles during the thirty days preceding expiration of this Agreement so that all juveniles may be transported pursuant to the regular transports under Section 6 (a) and (b) above.

(e) Notice of Return and Transport. The Receiving County shall provide written notice, via email, to the Agreement administrator of the anticipated return of a juvenile under this Section 8 to the contact person identified in Section 2. The Transferring County shall transport the juvenile(s) authorized for return under this Section 9 in accordance with Section 6 (a) and within seven days of such notice.

9. **REMOVAL FROM DETENTION CENTER - OTHER GROUNDS:** The Transferring County's juveniles may be removed from the Receiving County's detention facilities for the following additional reasons:

(a) Request by Transferring County. Upon written request of the Transferring County for transfer of custody back to the Transferring County. In such case, the juvenile will either be transported by the Transferring County or by the Receiving County pursuant to Section 6 above.

(b) Court Order. By order of a court having jurisdiction over a Transferring County's juvenile. In such case, transport shall be according to the terms expressed in the court order, or by the Transferring County or the Receiving County pursuant to Section 6 above.

(c) Treatment Outside of Detention Center. For medical, psychiatric, or dental treatment or care not available within the Receiving County's detention center facilities, or which, in the Receiving County's sole discretion, requires the services of a third-party medical, psychiatric, or dental care provider at a location outside of the detention center.

(d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the Receiving County, an eminent danger to the safety of the juvenile(s) or personnel of the Receiving County. In such case, the Receiving County will inform the Transferring County, at the earliest practicable time, of the whereabouts of the juvenile(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such juvenile(s).

10. TRANSFER OF JUVENILES UPON TERMINATION/ OF AGREEMENT:

(a) Termination by either party. In the event of a notice of termination from the either party in accordance with Section 20 below, the Transferring County agrees to transport according to Section 6(a) and (b) until all juveniles are returned to the Transferring County before the termination date of the Agreement. Release dates schedule shall be determined between the Receiving County and the Transferring County according to the juvenile's normal release date or earlier if necessary, to transport prior to the termination date. Until such removal, the Transferring County shall pay the compensation and costs set forth herein related to the housing of such juvenile(s). The Receiving County shall retain all rights hereunder, notwithstanding such termination, until all of the Transferring County's juveniles are removed from the Receiving County's detention center. If the population of Transferring County's juveniles or timing of notice of termination is such that transports pursuant to section 6(a) and (b) will not be completed prior to the anticipated termination date, then Receiving County may increase transports beyond that in section 6(a) and (b) at Transferring County's expense or may require the Transferring County to transport the excess juveniles.

11. JUVENILE RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Discipline. With respect to the Transferring County's juveniles, the Receiving County shall maintain and manage disciplinary issues. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of

the Receiving County's detention center shall apply equally to juveniles confined pursuant to this Agreement and to those otherwise confined. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions.

(b) Programs. The County shall provide the Transferring County's juveniles with access to all educational, recreational and social service programs currently offered at the Receiving County's detention center under the terms and conditions applicable to all other juveniles at the detention center.

(c) Inability to Serve Time Outside of Facility. In accordance with Section 3 of this Agreement, the Transferring County's juveniles shall not be allowed to leave the detention center for participation in correctional work crews, work release programs, home monitoring or any other program in which other juveniles sometimes are allowed to leave the physical confines of the detention center as part of serving their sentence.

12. ACCESS TO FACILITY AND PRISONERS:

(a) Access to Facility. Transferring County shall have the right to inspect, at mutually agreeable times, the Receiving County's detention center in order to confirm the facility maintains standards acceptable to the Transferring County and that its juveniles are treated appropriately. The Receiving County agrees to manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws applicable to the location of the detention center.

(b) Access to Juveniles. Transferring County personnel shall have the right to interview juveniles from the Transferring County at any reasonable time within the detention center. Transferring County officers shall be afforded equal priority for use of detention centers interview rooms.

13. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a Transferring County's juvenile from the Receiving County's detention center, the Transferring County will be notified by phone and in writing as soon as practical. The Receiving County shall have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the Receiving County. The Receiving County shall not be required to pursue and return the Transferring County's escaped juveniles(s) from outside of the Receiving County's jurisdiction.

(b) Deaths.

(1) In the event of a death of a Transferring County's juvenile in the Receiving County's detention center, the Transferring County shall be

promptly notified by phone and in writing. The Receiving County's Bureau of Law Enforcement and the County Coroner will investigate the circumstances of death. The Transferring County may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.

(2) The Receiving County shall, subject to the authority of the County Coroner, follow the written instructions of the Transferring County regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Transferring County of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Transferring County. With written consent from the Transferring County, the Receiving County may arrange burial and all matters related or incidental thereto, and the Transferring County shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability or rights of any relative or other person for the disposition of the deceased or any expenses connected therewith.

14. POSTING OF BAIL:

The Releasing County shall not serve as agent for the Transferring County in receipt of any bail bonds or any monies posted for or by a Transferring County's juvenile. Any such bonds or monies will be posted at the Transferring County's detention center. In the event bail is posted for a juvenile, timely and appropriate notification will be given to the Receiving County by the Transferring County.

15. RECORD KEEPING:

The Receiving County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Transferring County's juveniles consistent with the record keeping by the Receiving County for all other juveniles. The Receiving County shall make copies of said records available to the Transferring County upon its request. Monthly medical charges will be itemized indicating all medical costs and procedures performed. The Transferring County will be bound by all confidentiality laws applicable to detention center and/or medical records.

16. INDEMNIFICATION AND INSURANCE:

(a) Indemnification. The Receiving County shall indemnify the Transferring County, its officers, agents, and employees, from and against any claim, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising from the Receiving County's performance under this Agreement; provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the Transferring County, its officers, agents, or employees, the Receiving County's indemnification obligation hereunder shall be limited to the Receiving County's

proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars ($2,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of juveniles, including general liability, errors and omissions, auto liability, and professional liability. The insurance policy (ies) shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.

(c) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self-insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

17. NON-DISCRIMINATION POLICY:

The parties agree not to discriminate in the performance of this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, or any other legally protected status.

18. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Walla Walla County Juvenile Court and the Benton-Franklin Counties Juvenile Justice Center shall be responsible for administering the confinement of juveniles hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

19. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance or failure to enforce breach of this agreement on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

20. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected juveniles, if any.

21. DURATION:

This Agreement shall be effective January 1, 2024 and shall automatically renew on the same terms and conditions for successive periods of one year each, unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house juveniles with the County.

22. GOVERNING LAW:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and a juvenile's confinement under this Agreement.

23. MISCELLANEOUS:

In providing these services to the Transferring County, the Receiving County is an independent contractor and neither its officers, agents, nor employees are employees of the Transferring County for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Transferring County under any applicable law, rule, or regulation.

-This section was intentionally left blank-

Date: 1/22/2024

WALLA WALLA COUNTY, WASHINGTON

Todd L. Kimball, Chair
Walla Walla County Commissioner

Gunner Fulmer, Member
Walla Walla County Commissioner

Jennifer R. Mayberry, Member
Walla Walla County Commissioner

Attest: Diane K. Harris
Clerk of the Board

Approved: Norris Gregoire
Administrator

Approved as to form: Jesse D Nolte
Jesse Nolte
Chief Civil Deputy Prosecuting Attorney

Walla Walla County Superior Court
M. Scott Wolfram
Presiding Judge

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

1-25-2024

David Wheeler, Juvenile Court Administrator **Date**

BENTON COUNTY APPROVAL

Approved as to Form:

Lee Ann Holt 1/25/23

Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

_____ _____

Civil Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	02/27/24
Subject:	Termination of professional services agreement with Katherine Sierra-Kelly, contract #BCSC2324KSK001UGA
Presenter:	n/a
Prepared By:	Denise Gerry
Reviewed By:	Charlie 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

Benton County currently contracts with attorney Katherine Sierra-Kelly ("Attorney") for public defense services in Benton County Superior Court for Uniform Guardianship Act cases (executed through Resolution #2022-893). The agreement provides that either party may terminate the agreement early, with or without cause, simply by written notice with a requisite notice period.

Attorney has provided such notice of early termination, by way of electronic notice dated December 13, 2023. The proposed resolution acknowledges this notice and sets December 13, 2023 as the final effective date of the early termination, pursuant to the provisions of the agreement.

Fiscal Impact

None

Recommendation

Recommend approving proposed resolution which acknowledges the agreement termination notice tendered by attorney Katherine Sierra-Kelly on December 13, 2023 as the final effective date of the termination.

Suggested Motion

Approve with consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ACKNOWLEDGING THE TERMINATION NOTICE OF KATHERINE SIERRA-KELLY, AN ATTORNEY HOLDING A PROFESSIONAL SERVICES AGREEMENT, RESOLUTION 2022-893, IN BENTON COUNTY SUPERIOR COURT FOR UNIFORM GUARDIANSHIP ACT CASES

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

WHEREAS, attorney Katherine Sierra-Kelly has been providing public defense services in Benton County Superior Court for Uniform Guardianship Act cases pursuant to a professional services agreement with Benton County; and

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

WHEREAS, the attorney has, in fact, provided notice of agreement termination dated December 13, 2023 (attached as Exhibit "A"); and

WHEREAS, pursuant to attorney Katherine Sierra-Kelly's professional services agreement, the notice, as provided, will result in a final effective date of December 13, 2023, pursuant to the provisions of the agreement; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington hereby approves the termination of the Superior Court professional services agreement with attorney Katherine Sierra-Kelly, executed by and through Resolution #2022-893, at the request of Attorney, pursuant to Attorney's Notice of Early Termination dated December 13, 2023 with a final effective termination date of December 13, 2023.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Originals – OPD, Katherine Sierra-Kelly
Copy – Auditor, S Godinez

C. Dow

" Exhibit A "

Denise Gerry

From: Denise Gerry <Denise.Gerry@co.benton.wa.us>
Sent: Wednesday, December 13, 2023 2:48 PM
To: Katherine Sierra-Kelly
Subject: RE: [EXTERNAL] Removal from UGA contract

Ok – I will go ahead with the resolution.

Denise Gerry
Legal Support Manager

From: Katherine Sierra-Kelly <Katherine@gravislaw.com>
Sent: Wednesday, December 13, 2023 2:47 PM
To: Denise Gerry <Denise.Gerry@co.benton.wa.us>
Subject: RE: [EXTERNAL] Removal from UGA contract

Okay perfect, so long as it doesn't prevent or affect the others from participating then, yes, I would like to terminate the contract. I just haven't had the ability to take on any cases as I was hoping I would be able to

*****Please ensure you hit "reply all" and cc your paralegal on all communications*****

Katherine Sierra-Kelly
Principal | Senior Attorney
503 Knight St., Ste. A
Richland, WA 99352
509-380-9102
GravisLaw.com

NOTICE: This email (including any attachments) is covered by the Electronic Communications Privacy Act (ECPA), 18 U.S.C., Sec. 2510 - 2522, is confidential and privileged. This email is solely for the personal and confidential use of the recipient(s) named above. Receipt by anyone other than the individual recipient(s) is NOT a waiver of attorney-client privilege. Any violation of the ECPA is subject to the penalties stated therein. If you have received this message in error, please notify me immediately by reply e-mail at Katherine@gravislaw.com and immediately delete the original message.

From: Denise Gerry <Denise.Gerry@co.benton.wa.us>
Sent: Wednesday, December 13, 2023 2:46 PM
To: Katherine Sierra-Kelly <Katherine@gravislaw.com>
Subject: RE: [EXTERNAL] Removal from UGA contract

No, because each of you signed a contract with dba as Gravis Law.

Denise Gerry
Legal Support Manager

From: Katherine Sierra-Kelly <Katherine@gravislaw.com>
Sent: Wednesday, December 13, 2023 2:42 PM
To: Denise Gerry <Denise.Gerry@co.benton.wa.us>
Subject: RE: [EXTERNAL] Removal from UGA contract

Does terminating this affect the other attorney's here (Rebecca, Asa, etc)? I thought it was with the firm directly (My apologies)

*****Please ensure you hit "reply all" and cc your paralegal on all communications*****

Katherine Sierra-Kelly
Principal | Senior Attorney
503 Knight St., Ste. A
Richland, WA 99352

Denise,

Can we remove my name from the Gravis Law practitioners that are participating in this contract?

Thanks!

*****Please ensure you hit "reply all" and cc your paralegal on all communications*****

Katherine Sierra-Kelly
Principal | Senior Attorney
503 Knight St., Ste. A
Richland, WA 99352
509-380-9102
GravisLaw.com

NOTICE: This email (including any attachments) is covered by the Electronic Communications Privacy Act (ECPA), 18 U.S.C., Sec. 2510 - 2522, is confidential and privileged. This email is solely for the personal and confidential use of the recipient(s) named above. Receipt by anyone other than the individual recipient(s) is NOT a waiver of attorney-client privilege. Any violation of the ECPA is subject to the penalties stated therein. If you have received this message in error, please notify me immediately by reply e-mail at Katherine@gravislaw.com and immediately delete the original message.

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 117.

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

Dated this _____ day of _____, _____

_____
Chairman

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Ginny Baddley

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT/LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney Dept Nbr: 117

Fund Name: General Fund Fund Nbr: 0010

TRANSFER FROM:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5153000	51351	Deputy Prosecuting Attorney	$2,500
TOTAL			$2,500

TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5153000	51925	Overtime	$2,500
TOTAL			$2,500

Explanation:

Salary line item budget adjustment. Budget adjustment is necessary to cover anticipated overtime expenditures for the VRC file storage project.

Prepared by: Ginny Baddley Date: 15-Feb-2024

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 1480 DEPARTMENT NUMBER 121

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 _____, 2024

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Public Safety Tax Fund Fund Nbr: 1480

TRANSFER FROM: **Dept. 121** TRANSFER TO: **Dept. 121**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5212100	51567	Deputy FBI	$25,000	5212100	51935	Holiday	$45,000
5212100	51510	Records Clerk	$20,000				
TOTAL			$45,000	TOTAL			$45,000

Explanation:

Moving funds to cover first year of two year budget cycle overage in holiday pay

Prepared by: Katie Gillies Date: 2/15/24

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 1480 DEPARTMENT NUMBER 122

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 _____, 2024

_____
Chairman of the Board

_____
Commissioner

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: Katie Gillies

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Metro Dept Nbr: 122

Fund Name: Public Safety Tax Fund Fund Nbr: 1480

TRANSFER FROM: **Dept. 122** TRANSFER TO: **Dept. 122**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
5212100	51821	Deputy Detective	$15,000	5212100	51935	Holiday	$15,000
TOTAL			$15,000	TOTAL			$15,000

Explanation:

Moving funds to cover first year of two year budget cycle overage in holiday pay

Prepared by: Katie Gillies Date: 2/15/24

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Commissioner

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Approval of City of West Richland Ordinance Number 01-24 and revision of corporate boundary
Presenter:	
Prepared By:	Matt Mahoney
Reviewed By:	Matt Rasmussen

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

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

RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city".

An Agreement was entered into by the City of West Richland and Benton County, via Resolution Numbers 04-24 and 2024-0042, respectively (SEE ATTACHED), describing the process for said boundary line adjustment, and pursuant to said agreement the City of West Richland passed an Ordinance on January 16, 2024, initiating said adjustment.

In accordance with the prescribed process, it is necessary for the County to approve the City of West Richland's Ordinance Number 01-24 (SEE ATTACHED) and the revision of the corporate boundary.

Fiscal Impact

None

Recommendation

The Public Works Department recommends approval of the City of West Richland Ordinance number 01-24 and the revision of the corporate boundary.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVAL OF CITY OF WEST RICHLAND ORDINANCE NUMBER 01-24 AND REVISION OF CORPORATE BOUNDARY

WHEREAS, the City of West Richland seeks to revise a portion of the corporate boundary of the city to include the west right-of-way line of Webster Avenue in coordination with Benton County; and

WHEREAS, the City of West Richland desires to design and maintain this segment of Webster Avenue under City urban standards; and

WHEREAS, an Agreement was entered into by the City of West Richland and Benton County, via Resolution Numbers 04-24 and 2024-0042, respectively, describing the process for said boundary line adjustment; and

WHEREAS, pursuant to said agreement the City of West Richland passed an Ordinance on January 16, 2024, initiating said adjustment; **NOW, THEREFORE,**

BE IT RESOLVED that the City of West Richland's Ordinance Number 01-24 is hereby approved; and

BE IT FURTHER RESOLVED that the corporate boundary of the City of West Richland is revised to include the real property described as follows:

A parcel of land located within the Southwest Quarter of the Northeast Quarter Section 18 in Township 9 North in Range 28 East, W.M., Benton County, Washington, described more particularly as follows:

Commencing at a found 3" BOR brass cap marking the center of said Section 18; Thence N89°54'53"E along the south line of said Northeast Quarter of Section 18, a distance of 440.77 feet; Thence N00°39'26"W, a distance of 30.00' to the Northerly Right-of-Way line of Lattin Road said Point also being the Southeast corner of Lot 4 as shown on Short Plat recorded in Volume 1 of Short Plats at Page 1277 records of Benton County under Auditor's File Number 868350 also being the **TRUE POINT OF BEGINNING**; Thence leaving said right-of-way line and continuing along the east line of said Lot 4 N00°39'26"W, a distance of 330.01 feet to a ¾" iron pipe w/ yellow plastic cap, stamped "12624", said point also being the northeast corner of said lot 4 and also the southeast corner of said lot 1 as shown on short plat recorded in Volume 1 of Short Plats at Page 1277 records of Benton County under Auditor's File Number 868350; Thence S89°54'53"W along the northern line of said lot 4, a distance of 25.00 feet; Thence S00°39'26"E leaving the north line of said lot 4 and running parallel to the east line of said lot 4, a distance of 309.81 feet to a point of curvature with a tangent curve turning to the right, having a radius of 20.00 feet; Thence along said curve, having an arc length of 31.62 feet, with a delta angle of 90°34'19", a Chord bearing of South 44°37'44" West, and a Chord Length of 28.43 feet; to a point in the northerly right-of-way of Lattin Road said point also being on the southerly line of said lot 4; Thence N89°54'53"E along said right-of-way line, a distance of 45.21' to the **TRUE POINT OF BEGINNING**.

Having an area of 8339 square feet, 0.19 acres.

APPROVED this 27th day of February 2024.

Chairman

Attest:

Chairman Pro Tem

Clerk of the Board

Commissioner

Constituting the Board of County Commissioners
Benton County, Washington

Original: Clerk of the Board
Copy: Public Works / City of West Richland via Public Works
Auditor

M. Mahoney

CITY OF WEST RICHLAND
RESOLUTION NO. 04-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT REGARDING A REVISION TO WEST RICHLAND'S CORPORATE BOUNDARY WITH BENTON COUNTY.

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, the City of West Richland (City) was granted a right of way along Webster Avenue as described in the Right-of-Way Dedication Deed recorded December 18, 2017, under Benton County Auditor's File No 2017-037047; and

WHEREAS, however, the westerly most right of way along Webster Avenue is outside of the City limits along the frontage of parcels 118981120000013, 118981120000012, 118981120000011 and 118981120000010 which are within City limits; and

WHEREAS, the City seeks to revise that portion of the corporate boundary of the City to include the west right of way line of Webster Avenue in coordination with Benton County (County); and

WHEREAS, the City desires to design and maintain this segment of the Webster Avenue roadway under City urban standards; and

WHEREAS, Webster Avenue within the City limits is maintained by the City; and

WHEREAS, the area for corporate boundary adjustment is legally described on exhibit "A" and depicted on exhibit "B" attached hereto and incorporated herein by reference (hereafter right of way); and

WHEREAS, the right of way was not included with previous annexations; and

WHEREAS, the City and the County have the authority to enter into this agreement pursuant to RCW 35A.21.210.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Mayor is hereby authorize execute the attached Agreement regarding Revision of Corporate Boundary with Benton County.

Section 2. This resolution shall be in effective immediately upon approval.

PASSED by the City Council for the City of West Richland, Washington, this 16th day of January 2024.

Brent Gerry, Mayor

ATTEST:

Stephanie Haug, City Clerk

APPROVED AS TO FORM:

Jessica Foltz, City Attorney

DocuSign Envelope ID: E6A7D8ED-61BC-4097-841D-4BBFB8B768D5

RESOLUTION 2024 0042

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF WEST RICHLAND FOR THE REVISION OF CORPORATE BOUNDARY FOR THE CITY OF WEST RICHLAND

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, the City of West Richland seeks to revise a portion of the corporate boundary of the city to include the west right-of-way line of Webster Avenue in coordination with Benton County; and

WHEREAS, the City of West Richland desires to design and maintain this segment of Webster Avenue under City urban standards; and

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

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

BE IT RESOLVED that the Board of Benton County Commissioners, hereby approves the attached agreement between Benton County and the City of West Richland for the revision of corporate boundary for the City of West Richland; and

BE IT FURTHER RESOLVED that the Chairman or the Chairman Pro Tem of the Board of Benton County Commissioners be, and hereby is, authorized to sign the attached agreement on behalf of Benton County.

APPROVED this 9th day of January 2024.

Chairman

Chairman Pro Tem

Attest:

Clerk of the Board

Commissioner

Constituting the Board of County Commissioners
Benton County, Washington

Original: Clerk of the Board
Copy: City of West Richland via Benton County Public Works
Auditor

M. Mahoney

DocuSign Envelope ID: E6A7D8ED-61BC-4097-841D-4BBFB8B768D5

AGREEMENT
CITY OF WEST RICHLAND ----- COUNTY OF BENTON
REVISION OF CORPORATE BOUNDARY

WHEREAS, RCW 35A.21.210 authorizes code cities and counties to revise any part of a corporate boundary of a city which "coincides with the centerline, edge, or any portion of a public street, road or highway right of way by substituting therefor a right of way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city"; and

WHEREAS, the City of West Richland (City) was granted a right of way along Webster Avenue as described in the Right-of-Way Dedication Deed recorded December 18, 2017, under Benton County Auditor's File No 2017-037047; and

WHEREAS, however, the westerly most right of way along Webster Avenue is outside of the City limits along the frontage of parcels 118981120000013, 118981120000012, 118981120000011 and 118981120000010 which are within City limits; and

WHEREAS, the City seeks to revise that portion of the corporate boundary of the City to include the west right of way line of Webster Avenue in coordination with Benton County (County); and

WHEREAS, the City desires to design and maintain this segment of the Webster Avenue roadway under City urban standards; and

WHEREAS, Webster Avenue within the City limits is maintained by the City; and

WHEREAS, the area for corporate boundary adjustment is legally described on exhibit "A" and depicted on exhibit "B" attached hereto and incorporated herein by reference (hereafter right of way); and

WHEREAS, the right of way was not included with previous annexations; and

WHEREAS, the City and the County have the authority to enter into this agreement pursuant to RCW 35A.21.210;

NOW THEREFORE, City and County agree as follows:

1. City shall pass an Ordinance in the form attached hereto as exhibit "C" revising the City's corporate boundary by authority of this agreement to include the real property described on exhibit "A" and depicted on exhibit "B".

2. County shall pass a Resolution in the form attached hereto as exhibit "D" approving the City's Ordinance revising its corporate limits to include the property listed on exhibit "A"

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and depicted on exhibit "B".

3. The revision of the City's corporate boundary will not become effective until the County's Resolution is passed by the Benton County Commissioners.

4. The Public Works Director of City and the County Engineer of County are jointly designated as responsible for implementing and administering this agreement.

5. The City and County will not acquire any joint property pursuant to this agreement.

6. Should a dispute arise regarding this agreement, the parties hereto shall first meet and attempt in good faith to resolve their differences. In the event a mutually agreed resolution is not reached, then the parties shall submit this matter to binding arbitration in accordance with the rules of the American Arbitration Association.

7. The parties agree that the revision to City's corporate boundary is not subject to review by the Benton County Boundary Review Board pursuant to RCW 35A.21.210(2) and RCW 36.93.105(2).

8. This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement is executed in duplicate originals. One original shall go to each party. The City shall record this agreement with the Benton County Auditor after it has been approved by City and County.

DATED: 1/9/2024

COUNTY BY:

CHAIR OF THE BENTON COUNTY BOARD OF COMMISSIONERS

CITY BY:

BRENT GERRY, MAYOR

ATTEST:

CLERK OF THE BOARD

ATTEST:

STEPHANIE HAUG, CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

DEPUTY PROSECUTING ATTORNEY

APPROVED AS TO FORM:

JESSICA FOLTZ, CITY ATTORNEY

DocuSign Envelope ID: E6A7D8ED-61BC-4097-841D-4BBFB8B768D5

EXHIBIT "A"

DESCRIPTION OF RIGHT OF WAY TO BE INCORPORATED

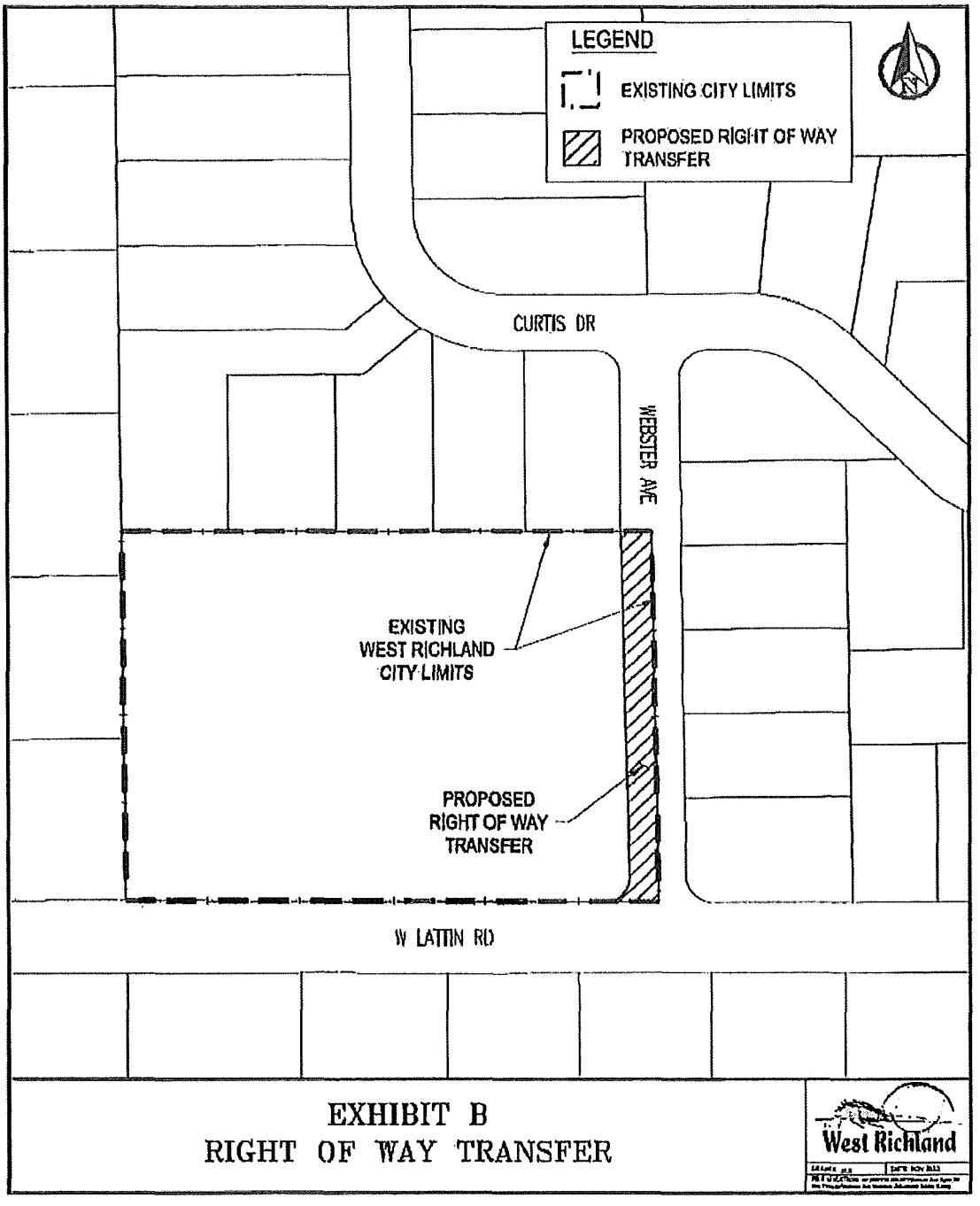
A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 18 IN TOWNSHIP 9 NORTH IN RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A FOUND 3" BOR BRASS CAP MARKING THE CENTER OF SAID SECTION 18; THENCE N89°54'53"E ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 18, A DISTANCE OF 440.77 FEET; THENCE N00°39'26"W, A DISTANCE OF 30.00' TO THE NORTHERLY RIGHT-OF-WAY LINE OF LATTIN ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 4 AS SHOWN ON SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 1277 RECORDS OF BENTON COUNTY UNDER AUDITOR'S FILE NUMBER 868350 ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND CONTINUING ALONG THE EAST LINE OF SAID LOT 4 N00°39'26"W, A DISTANCE OF 330.01 FEET TO A ¾" IRON PIPE W/ YELLOW PLASTIC CAP, STAMPED "12624", SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 4 AND ALSO THE SOUTHEAST CORNER OF SAID LOT 1 AS SHOWN ON SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 1277 RECORDS OF BENTON COUNTY UNDER AUDITOR'S FILE NUMBER 868350; THENCE S89°54'53"W ALONG THE NORTHERN LINE OF SAID LOT 4, A DISTANCE OF 25.00 FEET; THENCE S00°39'26"E LEAVING THE NORTHLINE OF SAID LOT 4 AND RUNNING PARALLEL TO THE EAST LINE OF SAID LOT 4, A DISTANCE OF 309.81 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 31.62 FEET, WITH A DELTA ANAGLE OF 90°34'19", A CHORD BEARING OF SOUTH 44°37'44" WEST, AND A CHORD LENGTH OF 28.43 FEET; TO A POINT IN THE NORTHERLY RIGHT-OF-WAY OF LATTIN ROAD SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 4; THENCE N89°54'53"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 45.21' TO THE **TRUE POINT OF BEGINNING**.

HAVING AN AREA OF 8339 SQUARE FEET, 0.19 ACRES.

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EXHIBIT "B"



DocuSign Envelope ID: E6A7D8ED-61BC-4097-841D-4BBFB8B768D5

EXHIBIT "C"

CITY OF WEST RICHLAND, WASHINGTON

ORDINANCE NO. __-24

AN ORDINANCE REVISING THE CORPORATE BOUNDARY OF THE CITY OF WEST RICHLAND TO INCLUDE A PORTION OF WEBSTER AVENUE. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Recitals

WHEREAS, The City of West Richland and the County of Benton have entered into an Agreement for the revision of the corporate boundary of the City of West Richland (hereinafter Agreement) pursuant to RCW 35A.21.210; and

WHEREAS, the City of West Richland must pass an Ordinance to revise its corporate limits in compliance with the Agreement; and

WHEREAS, this action is exempt from review under the State Environmental Policy Act (RCW 43.21C.222) and is exempt from review by the Benton County Boundary Review Board pursuant to RCW 35A.21.210(2) and RCW 36.93.105(2); and

WHEREAS, the revision of the corporate boundary of the City of West Richland to include the property described below is consistent with the City's Comprehensive Plan since the adjusted area is adjacent to existing properties within the City limits.

Section 2. The corporate limits of the City of West Richland are hereby revised to include the following described real property which consists of roadway and road right-of-way:

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 18 IN TOWNSHIP 9 NORTH IN RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED MORE PARTICULARLY AS FOLLOWS:
COMMENCING AT A FOUND 3" BOR BRASS CAP MARKING THE CENTER OF SAID SECTION

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18; THENCE N89°54'53"E ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 18, A DISTANCE OF 440.77 FEET; THENCE N00°39'26"W, A DISTANCE OF 30.00' TO THE NORTHERLY RIGHT-OF-WAY LINE OF LATTIN ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 4 AS SHOWN ON SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 1277 RECORDS OF BENTON COUNTY UNDER AUDITOR'S FILE NUMBER 868350 ALSO BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND CONTINUING ALONG THE EAST LINE OF SAID LOT 4 N00°39'26"W, A DISTANCE OF 330.01 FEET TO A ¾" IRON PIPE W/ YELLOW PLASTIC CAP, STAMPED "12624", SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 4 AND ALSO THE SOUTHEAST CORNER OF SAID LOT 1 AS SHOWN ON SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 1277 RECORDS OF BENTON COUNTY UNDER AUDITOR'S FILE NUMBER 868350; THENCE S89°54'53"W ALONG THE NORTHERN LINE OF SAID LOT 4, A DISTANCE OF 25.00 FEET; THENCE S00°39'26"E LEAVING THE NORTHLINE OF SAID LOT 4 AND RUNNING PARALLEL TO THE EAST LINE OF SAID LOT 4, A DISTANCE OF 309.81 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 31.62 FEET, WITH A DELTA ANAGLE OF 90°34'19", A CHORD BEARING OF SOUTH 44°37'44" WEST, AND A CHORD LENGTH OF 28.43 FEET; TO A POINT IN THE NORTHERLY RIGHT-OF-WAY OF LATTIN ROAD SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 4; THENCE N89°54'53"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 45.21' TO THE TRUE POINT OF BEGINNING.

HAVING AN AREA OF 8339 SQUARE FEET, 0.19 ACRES

Together with the current City Limits.

Section 3. All property within the revised corporate boundary shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation and be further subject to the indebtedness of the City of West Richland.

Section 4. From and after the effective date of this ordinance, the above described property shall be subject to all of the laws and ordinances then and thereafter in force and effect of the City of West Richland.

Section 5. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not, as a result of said section, subsection, sentence, clause, or phrase, be held

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unconstitutional or invalid.

Section 6. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and **APPROVED** by the Mayor, this _____day of _____, 2024.

_____
BRENT GERRY, MAYOR

ATTEST:

_____
STEPHANIE HAUG, CITY CLERK

Approved as to form:

_____
JESSICA FOLTZ, CITY ATTORNEY

Date of Publication: _____

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EXHIBIT "D"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: CITY OF WEST RICHLAND - COUNTY OF BENTON, REVISION OF CORPORATE BOUNDARY

WHEREAS, Benton County is the owner of a right of way located on Webster Avenue, adjacent to the City limits; and

WHEREAS, the City desires to have the corporate boundary line adjusted to include the right of way within City limts; and

WHEREAS, an Agreement was entered into by the City of West Richland and Benton County describing the process for said boundary line adjustment on _____ ____, 2024; and

WHEREAS, pursuant to said agreement the City of West Richland passed an Ordinance on _____ ___, 2024 initiating said adjustment; **NOW, THEREFORE,**

BE IT RESOLVED that the City of West Richland's Ordinance Number __-24 is hereby approved; and

BE IT FURTHER RESOLVED that the corporate boundary of the City of West Richland is revised to include the real property described as follows:

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 18 IN TOWNSHIP 9 NORTH IN RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A FOUND 3" BOR BRASS CAP MARKING THE CENTER OF SAID SECTION 18; THENCE N89°54'53"E ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 18, A DISTANCE OF 440.77 FEET; THENCE N00°39'26"W, A DISTANCE OF 30.00' TO THE NORTHERLY RIGHT-OF-WAY LINE OF LATTIN ROAD SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 4 AS SHOWN ON SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 1277 RECORDS OF BENTON COUNTY UNDER AUDITOR'S FILE NUMBER 868350 ALSO BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND CONTINUING ALONG THE EAST LINE OF SAID LOT 4 N00°39'26"W, A DISTANCE OF 330.01 FEET TO A ¾" IRON PIPE W/ YELLOW PLASTIC CAP, STAMPED "12624", SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 4 AND ALSO THE SOUTHEAST CORNER OF SAID LOT 1 AS SHOWN ON SHORT PLAT RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 1277 RECORDS OF BENTON COUNTY UNDER AUDITOR'S FILE NUMBER 868350; THENCE S89°54'53"W ALONG THE NORTHERN LINE OF SAID LOT 4, A DISTANCE OF 25.00 FEET; THENCE S00°39'26"E LEAVING THE NORTHLINE OF SAID LOT 4 AND RUNNING PARALLEL TO THE EAST LINE OF SAID LOT 4, A DISTANCE OF 309.81 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 31.62 FEET, WITH A DELTA ANAGLE OF 90°34'19", A CHORD BEARING OF SOUTH 44°37'44" WEST, AND A CHORD LENGTH OF 28.43 FEET; TO A POINT IN THE NORTHERLY RIGHT-OF-WAY OF LATTIN ROAD SAID POINT ALSO BEING ON THE

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SOUTHERLY LINE OF SAID LOT 4; THENCE N89°54'53"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 45.21' TO THE TRUE POINT OF BEGINNING.

HAVING AN AREA OF 8339 SQUARE FEET, 0.19 ACRES

Together with the current City Limits.

APPROVED this ___ day of _____ 2024.

_____
Chairman

Attest:

_____
Chairman Pro Tem

_____
Clerk of the Board

_____
Commissioner

Constituting the Board of County Commissioners
Benton County, Washington

CITY OF WEST RICHLAND
ORDINANCE NO. 01-24

AN ORDINANCE REVISING THE CORPORATE BOUNDARY OF THE CITY OF WEST RICHLAND TO INCLUDE A PORTION OF WEBSTER AVENUE. THE ORDINANCE ALSO DECLARES THAT THE PROVISIONS OF THE ORDINANCE ARE SEVERABLE FROM ONE ANOTHER AND SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES FOR PUBLICATION BY SUMMARY.

THE CITY COUNCIL OF THE CITY OF WEST RICHLAND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Recitals

WHEREAS, The City of West Richland and the County of Benton have entered into an Agreement for the revision of the corporate boundary of the City of West Richland (hereinafter Agreement) pursuant to RCW 35A.21.210; and

WHEREAS, the City of West Richland must pass an Ordinance to revise its corporate limits in compliance with the Agreement; and

WHEREAS, this action is exempt from review under the State Environmental Policy Act (RCW 43.21C.222) and is exempt from review by the Benton County Boundary Review Board pursuant to RCW 35A.21.210(2) and RCW 36.93.105(2); and

WHEREAS, the revision of the corporate boundary of the City of West Richland to include the property described below is consistent with the City's Comprehensive Plan since the adjusted area is adjacent to existing properties within the City limits.

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THENCE S89°54'53"W ALONG THE NORTHERN LINE OF SAID LOT 4, A DISTANCE OF 25.00 FEET; THENCE S00°39'26"E LEAVING THE NORTHLINE OF SAID LOT 4 AND RUNNING PARALLEL TO THE EAST LINE OF SAID LOT 4, A DISTANCE OF 309.81 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 31.62 FEET, WITH A DELTA ANAGLE OF 90°34'19", A CHORD BEARING OF SOUTH 44°37'44" WEST, AND A CHORD LENGTH OF 28.43 FEET; TO A POINT IN THE NORTHERLY RIGHT-OF-WAY OF LATTIN ROAD SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT 4; THENCE N89°54'53"E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 45.21' TO THE TRUE POINT OF BEGINNING.

HAVING AN AREA OF 8339 SQUARE FEET, 0.19 ACRES

Together with the current City Limits.

Section 3. All property within the revised corporate boundary shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation and be further subject to the indebtedness of the City of West Richland.

Section 4. From and after the effective date of this ordinance, the above-described property shall be subject to all of the laws and ordinances then and thereafter in force and effect of the City of West Richland.

Section 5. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not, as a result of said section, subsection, sentence, clause, or phrase, be held unconstitutional or invalid.

Section 6. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and **APPROVED** by the Mayor, this 16th day of January 2024.

BRENT GERRY, MAYOR

ATTEST:

STEPHANIE HAUG, CITY CLERK

Approved as to form:

JESSICA FOLTZ, CITY ATTORNEY

EXHIBIT "A"

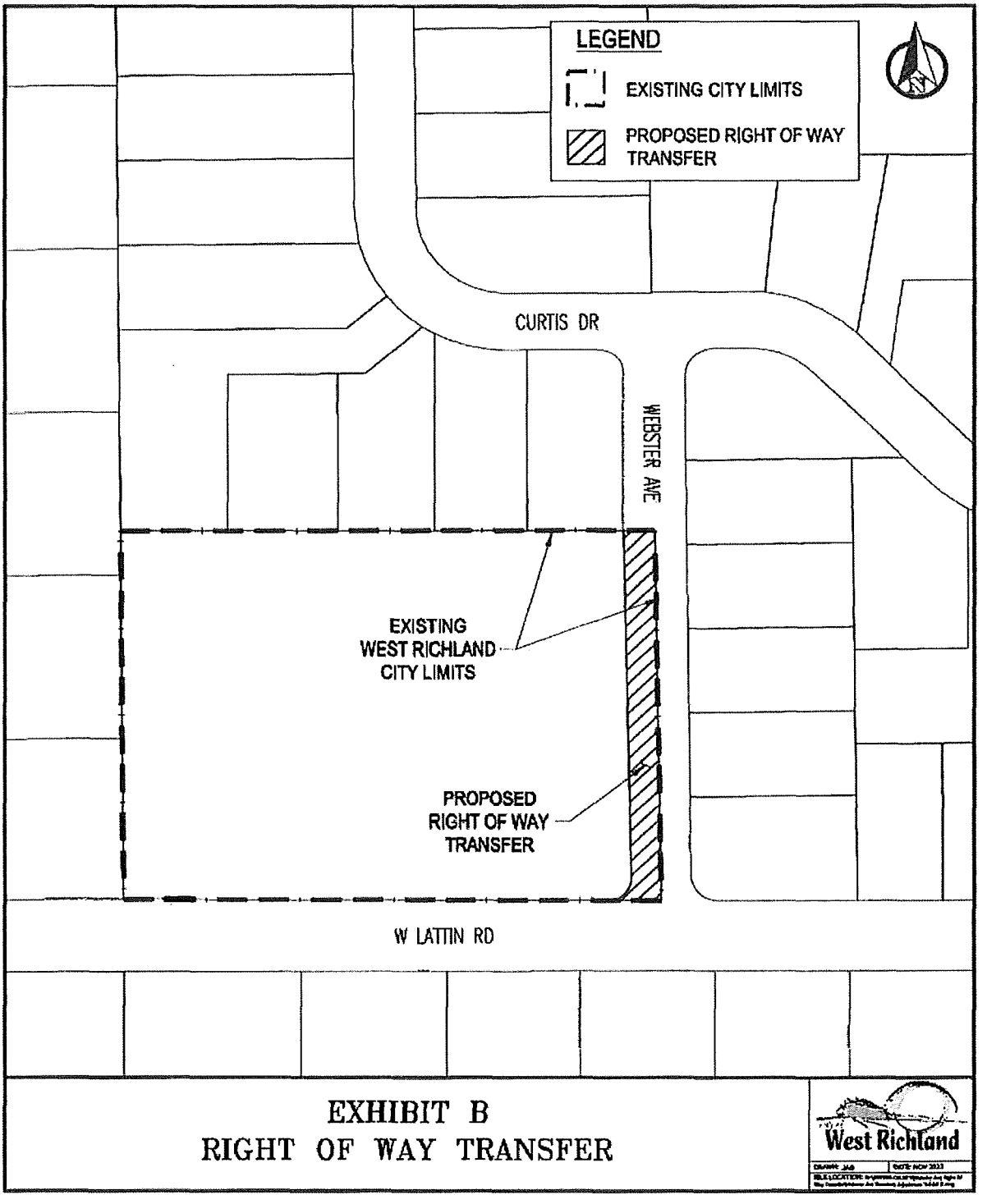
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HAVING AN AREA OF 8339 SQUARE FEET, 0.19 ACRES.

EXHIBIT "B"


LEGEND
EXISTING CITY LIMITS
PROPOSED RIGHT OF WAY TRANSFER
CURTIS DR
WEBSTER AVE
EXISTING WEST RICHLAND CITY LIMITS
PROPOSED RIGHT OF WAY TRANSFER
W LATTIN RD
EXHIBIT B
RIGHT OF WAY TRANSFER
West Richland

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Executing a Service Contract for pest management with Rentokil North America, Inc. d/b/a Western Exterminator Company
Presenter:	
Prepared By:	D. Hope
Reviewed By:	LeeAnn Holt, 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

Benton County facilities, specifically the Road Maintenance Facilities and the Public Services Building, from time to time have issues with rodents and spiders, therefore it has been determined that a pest control management program is needed.

Per Resolution 2021-233, the Procurement, Leasing, and Contracting Policy, Section 5.0 Services states "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost. The County has been pleased with the pest control service previously provided by Rentokil North America, Inc. d/b/a/ Western Exterminator Company; staying with the same company prevents us from having to pay another company to set up their equipment (bait boxes); and the quotes provided by Western Exterminator were reasonable. The Fleet Manager recommends entering into a service contract with Western Exterminator.

A contract has been prepared, reviewed and approved as to form by the Prosecuting Attorney's Office, and signed by Western Exterminator and now needs the Board's approval.

Fiscal Impact

Amount: Not to exceed $25,000.00 excluding WSST

Fund: ER&R Fund for the majority
A portion will be expended from Current Expense for the appropriate department using the services.

Recommendation

The Fleet Manager recommends the Board approve the pest management contract with Rentokil North America, Inc. d/b/a Western Exterminator Company in an amount not to exceed $25,000.00 excluding WSST which will expire on February 28, 2026.

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 CONTRACT WITH RENTOKIL NORTH AMERICA, INC. d/b/a WESTERN EXTERMINATOR COMPANY TO PROVIDE PEST MANAGEMENT SERVICES AT BENTON COUNTY LOCATIONS

WHEREAS, per Resolution 2021-233, the Procurement, Leasing, and Contracting Policy, Section 5.0 Services states "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

WHEREAS, Benton County facilities, specifically the Road Maintenance Facilities and the Public Services Building, from time to time have issues with rodents and spiders, therefore it has been determined that a pest control management program is needed; and

WHEREAS, it is desirous to have all other Benton County facilities be covered under this program, if needed; and

WHEREAS, the County has been pleased with the pest control service previously provided by Western Exterminator Company; staying with the same company prevents us from having to pay another company to set up their equipment (bait boxes); and the quotes provided by Western Exterminator were reasonable; and

WHEREAS, the Fleet Manager recommends entering into a service contract with Western Exterminator Company for pest management services; and

WHEREAS, a contract has been prepared, approved as to form by a Deputy Prosecuting Attorney and signed by Western Exterminator Company; **NOW, THEREFORE,**

BE IT RESOLVED, the Benton County Board of Commissioners hereby approves to have Rentokil North America, Inc. d/b/a Western Exterminator Company provide pest management services at Benton County facilities for an amount not to exceed $25,000.00 excluding WSST; and

BE IT FURTHER RESOLVED, the attached Personal Services Contract shall commence on March 1, 2024, and expire on February 28, 2026.

Dated this 27th day of February 2024.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Purchasing Dept. D. Hope
cc: Auditor, Procurement, PA

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 **RENTOKIL NORTH AMERICA, INC. dba WESTERN EXTERMINATOR COMPANY,** a corporation organized under the laws of the State of Pennsylvania with its principal offices at 1125 Berkshire Blvd., Suite 150, Reading PA 19610 (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 – Western Exterminator Company Proposal dated March 1, 2024

2. DURATION OF CONTRACT

The term of this Contract shall begin on March 1, 2024 and shall expire on February 28, 2026. 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 The CONTRACTOR shall provide a pest management program, detailed on Exhibit A – Western Exterminator Company's proposal which is attached and incorporated herein by reference, on a monthly basis at the Benton County Kennewick Maintenance Facility at 102808 Wiser Parkway, Kennewick, WA; the Public Services Building at 102206 Wiser Parkway, Kennewick, WA; and the Prosser Maintenance Facility at14303 Hinzerling Road, Prosser, WA.

b. Any service needed for non-covered pests or at a Benton County location not listed in Exhibit A will be performed and charged at a negotiated rate.

c. All rodent equipment and pre-baiting trays remain the property of the CONTRACTOR unless specifically noted. The COUNTY is responsible for the replacement of missing or damaged equipment at market value price.

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:	Matt Osika, District Manager
Address:	6801 N. Louvonne Drive Coeur d'Alene, ID 83815
Phone:	(208) 660-9111
Email:	dominicm@west-ext.com

b. For COUNTY:

Name:	Michael McGhan, Fleet Manager
Address:	P.O. Box 1001 Prosser, WA 99350
Phone:	(509) 222-2306
Email:	fleet@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty-five thousand dollars ($25,000.00), excluding W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

this Section 7 shall survive termination and expiration of this Contract.

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the

CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

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

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

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

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

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

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

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

replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

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

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

9. TERMINATION

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

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

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

completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors,

employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

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

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

13. COMPLIANCE WITH LAWS

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

14. DEBARMENT CERTIFICATION

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

15. INSPECTION OF BOOKS AND RECORDS

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

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion,

color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

18. PATENT/COPYRIGHT INFRINGEMENT

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

19. DISPUTES

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

20. CONFIDENTIALITY

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

21. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

22. SUCCESSORS AND ASSIGNS

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

23. SEVERABILITY

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

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

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. SURVIVABILITY

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

27. LITIGATION HOLD NOTICE

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

28. PUBLIC RECORDS ACT

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

29. 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 onMarch 1, 2024.

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

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

Attest:_____
Clerk of the Board

Approved as to Form

Lee Ann Holt
LeeAnn Holt, Civil Deputy Prosecuting Attorney

Dated: 1-5-24

FOR: RENTOKIL NORTH AMERICAN, INC. DBA WESTERN EXTERMINATOR COMPANY

_____
Signature

District Mgr
Title:

Matt Osika
Print Name

EXHIBIT A

Western Exterminator Company
A Rentokil Steritech Company
Your Local Pest Control Experts

March 1, 2024
Public Service Building
102206 E Wiser Parkway
Kennewick, WA 99338

Attn: Danica Hope

Integrated Pest Management Plan

Focus: Exterior rodent control via bait stations on the exterior of the building (along your exterior walls only) Preventative insect control via exterior perimeter applications to control ants, spiders, and occasional invaders. Interior metal tincat rodent and insect monitors placed throughout the interior spaces(lunchroom, utility rooms)

Treatment Frequency: Continue with regular monthly service baiting exterior bait stations for rodents around buildings and a comprehensive exterior perimeter treatment for ants, spiders, and occasional invaders around main buildings. Interior service includes a thorough inspection of all interior areas as well as interior tincat traps and insect monitors.

All Western devices will be monitored, serviced, and cleaned on a monthly basis. Exterior perimeter treatment for ants, spiders, and occasional invaders will take place on each service. A service report will be generated upon the completion of each service, documenting any/all substances and services used and/or performed.

Investment:

Initial service/setup - no set up unless a new location is needed and we will discuss that cost once an initial inspection is done.

Regular monthly rodent service $121.50/ per month

*Callbacks between regular monthly service visits for covered pests (ants, spiders, and occasional invaders) in common areas are free of charge.

March 1, 2024

County of Benton - Benton County Road Dept, Kennewick Shop
102808 E Wiser Parkway
Kennewick, WA 99338

Attn: Danica Hope

Integrated Pest Management Plan

Focus: Exterior rodent control via bait stations on the exterior of the building (along your exterior walls only) Preventative insect control via exterior perimeter applications to control ants, spiders, and occasional invaders. Interior metal tincat rodent and insect monitors placed throughout the interior spaces(lunchroom, utility rooms, and shop areas)

Treatment Frequency: Continue with regular monthly service baiting exterior bait stations for rodents around buildings and a comprehensive exterior perimeter treatment for ants, spiders, and occasional invaders around main buildings take place a minimum of four times a year (winter, spring, summer, and fall). Interior service includes a thorough inspection of all interior areas as well as interior tincan traps and insect monitors.

All Western devices will be monitored, serviced, and cleaned on a monthly basis. Exterior perimeter treatment for ants, spiders, and occasional invaders will take place on each service. A service report will be generated upon the completion of each service, documenting any/all substances and services used and/or performed.

Investment:

Initial service/setup - no set up unless a new location is needed and we will discuss that cost once an initial inspection is done.

Regular monthly rodent service $270.00/ per month

*Callbacks between regular monthly service visits for covered pests (ants, spiders, and occasional invaders) in common areas are free of charge.

March 1, 2024

County of Benton - Benton County Road Dept, Prosser Shop
14303 N. Henzerling Rd.
Prosser, WA 99350

Attn: Danica Hope

Integrated Pest Management Plan

Focus: Exterior rodent control via bait stations on the exterior of the building (along your exterior walls only) Preventative insect control via exterior perimeter applications to control ants, spiders, and occasional invaders. Interior metal tincat rodent and insect monitors placed throughout the interior spaces(lunchroom, utility room, and shop areas)

Treatment Frequency: Continue with regular monthly service baiting exterior bait stations for rodents around buildings and a comprehensive exterior perimeter treatment for ants, spiders, and occasional invaders around main buildings take place a minimum of four times a year (winter, spring, summer, and fall). Interior service includes a thorough inspection of all interior areas as well as interior tincan traps and insect monitors.

All Western devices will be monitored, serviced, and cleaned on a monthly basis. Exterior perimeter treatment for ants, spiders, and occasional invaders will take place on each service. A service report will be generated upon the completion of each service, documenting any/all substances and services used and/or performed.

Investment:

Initial service/setup - no set up unless a new location is needed and we will discuss that cost once an initial inspection is done.

Regular monthly rodent service $231.50/ per month

*Callbacks between regular monthly service visits for covered pests (ants, spiders, and occasional invaders) in common areas are free of charge.

Western Exterminator Company
A Rentokil Steritech Company
Your Local Pest Control Experts

Dominic Meyers
Account Executive - Western Exterminator
Service contract extension
From March 1, 2024 through February 28,2026

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Purchase Agreement between Benton County and Affordable Interior Systems, Inc. utilizing Region 4 ESC - TX Contract # R191801
Presenter:	
Prepared By:	Paul Schut
Reviewed By:	LeeAnn Holt; Purchasing Department

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

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

Summary / Background Information

Per Resolution 2020-749, Benton County entered into an agreement with National Intergovernmental Purchasing Alliance Company dba/ OMNIA Partners to allow parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under each other's contracts as needs arise.

Region 4 ESC - TX is also a member of OMNIA Partners and issued RFP # 19-18 for Furniture, Installation, & Related Services on November 7, 2019, to establish a national cooperative contract for said services per Contract # R191801, for a term commencing May 1, 2020, and terminating April 30, 2025.

The Benton County Clerk's Office wishes to utilize Contract # R191801 to purchase chairs, as further outlined in the attached Purchase Agreement between Benton County and Affordable Interior Systems, Inc. and the documents attached thereto, for a contract amount not to exceed $22,052.80, plus WSST.

Fiscal Impact

Amount: $22,052.80 excluding W.S.S.T.

Fund: Trial Court Improvement Fund

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Affordable Interior Systems, Inc., and authorize the Chairman of the Board or Chairman Pro-Tem to sign said agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF CHAIRS FROM AFFORDABLE INTERIOR SYSTEMS, INC. UTILIZING THE OMNIA PARTNERS CONTRACT AND REGION 4 ESC - TX CONTRACT #R191801 FOR THE NEW JURY ROOM OF THE BENTON COUNTY CLERK'S OFFICE

WHEREAS, per Resolution 2020-749 dated October 20, 2020, the Board of Benton County Commissioners approved the agreement between Benton County and National Intergovernmental Purchasing Alliance Company dba/ OMNIA Partners to allow parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under each other's contracts as needs arise; and

WHEREAS, Region 4 ESC - TX is also a member of OMNIA Partners and issued RFP #19-18 for Furniture, Installation, & Related Services on November 7, 2019, to establish a national cooperative contract for said supplies and services; and

WHEREAS, the Benton County Clerk's Office wishes to purchase chairs from Affordable Interior Systems, Inc. for the new Jury Room and wishes to utilize Contract #R191801, as further outlined in the attached Purchase Agreement between Benton County and Affordable Interior Systems, Inc. and documents attached thereto, for an overall contract amount not to exceed $22,052.80 excluding WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Purchase Agreement between Benton County and Affordable Interior Systems, Inc., utilizing the OMNIA Partners and Region 4 ESC - TX Contract #R191801 for the purchase of chairs for the Benton County Clerk's Office, with a Purchase Agreement amount not to exceed $22,052.80 excluding WSST; and

BE IT FURTHER RESOLVED, the Chairman or Chairman Pro-Tem of the Board is hereby authorized to sign the attached Purchase Agreement between Benton County and Affordable Interior Systems, Inc.

Dated this _____ day of _____, 2024.

_____
Chairman of the Board

_____
Commissioner

Attest.....
Clerk of the Board

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington

Orig: Purchasing Department
Cc: Auditors, PA, Clerk's Office, Procurement P.Schut

DocuSign Envelope ID: 2A4CFB2D-ED5F-49D5-95CD-68D68AE27CE6

PURCHASE AGREEMENT
Benton County, Washington

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

RESOLUTION No: _____

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

Vendor: Affordable Interior Systems, Inc.. - Authorized Dealer: 360 Office Solutions, Inc. DBA The Creative Office
Vendor Code:
Vendor Contact: Anita Clark
Vendor Contact Phone: (360) 754-1732
Vendor Location Office : 721 Legion Way, SE, Olympia, WA 98501-1517

AGREEMENT:
The Vendor agrees to provide Items listed below to Benton County under the terms described herein and in attached Exhibit A - Quote.

Ship To:	Bill To:
Benton County in care of Expert Office, LLC 2222 Robertson Dr Richland, WA 99354	Benton County Clerk's Office 7122 W Okanogan Place: STE A210 Kennewick, WA 99336

Line	Description	Qty	Price
1	AIS Multi-Purpose Triad Stack Chair	200	20,898.00
	Material Type: Polypropylene		
	Color: Black		
2	Chair Dollys	1	154.80
3	Deilvery/Installation Charges	1	1,000.00
	Benton County's OMNIA Partners Membership Number:		
	2562889		
		Subtotal	$ 22,052.80
		Sales Tax (8.7%)	$ 1,918.59
		Grand Total	$ 23,971.39

The term of this Agreement shall commence upon signature of both parties and shall expire 04/30/2025

This purchase agreement incorporates by reference all terms and conditions issued off the Region 4 ESC Contract # R191801 as a registered member of the OMNIA Partners.

Questions and Clarifications should be Addressed to Buyer Contact:
Contact: Paul Schut
Address: 7122 W. Okanogan Pl, STE E330
Kennewick, WA 99336
Phone: 509-737-3943
Email: Paul.Schut@co.benton.wa.us

Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms and/or previous contracts.

Benton County obtains all rights of Region 4 ESC Contract No. R191801

Approved as to Form (Deputy Prosecutor): DocuSigned by: LeeAnn Holt D9A9308B87BB475... LeeAnn Holt, Civil DPA

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

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

Vendor Name (Print): Scott Brewer Title: General Manager Date: 2/15/2024

Vendor Signature: DocuSigned by: Scott Brewer 4ECB292ECAA2439...

Chairman
Benton County
Board of Commissioners: _____ Date: _____

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CREATIVE OFFICE

One Source. One Solution.

Project Title:

Benton County Clerk Office

Prepared by:

Anita Clark

Shipping Information:

Expert Office
2222 Robertson Dr
Richland WA 99354
Contact: Anita Clark
Phone: 253.332.1935
E-mail: aclark@creativeof.com

Customer Contact:

Benton County Clerk Office
7122 W Okanogan Place A230
Kennewick WA 99336
Contact: Josie Delvin
Phone: 509.735.8388
E-mail: josie.delvin@co.benton.wa.us

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Notes and Comments

Contract Number:

Omnia Contract #R191801 / 57% off list price

Item	Qty.			List Price	Price Customer	Extended
1	**200**	AIS	3100BK Triad - High Density Stacker - Black	$243.00	$104.49	$20,898.00



Item	Qty.			List Price	Price Customer	Extended
2	**1**	AIS	3100DOLLY Triad - Dolly	$360.00	$154.80	$154.80

Project Terms -

-By Signing the above quotation the client agrees all finishes, materials and measurements are correct
-Items ordered cannot be returned and will not be refunded
-Pricing is good for 30 days and is based upon current manufacturer price lists
-Pricing is subject to change
-Lead times vary depending on manufacturing schedules and delivery,typically 4-6 business weeks
-Standard working hours are 8-5 M-F, overtime rates apply to evening, weekend & holiday installations -A 50% deposit is due upon order acceptance on orders over $5,000. All orders under $5,000 payment is due immediatley

Product Total:	$21,052.80
Recieve, Inspect, Assemble and Install	$1,000.00
Sales Tax	$1,918.59
Total:	**$23,971.39**

Please make PO out to:

The Creative Office
721 Legion WA
Olympia, WA 98501

Signature of Approval _____ Date _____

Printed Name _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Execute contract with Heritage Professional Landscaping, Inc. for the removal of a block wall from the County right-of-way
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

At the corner of 27th and Alder and 27th and Beech St. there is a block wall constructed in the County right-of-way that obstructs the drivers view of oncoming traffic and needs to be removed.

The County solicited bids from the MRSC Roster using the Limited Public Works Roster process. Bids were solicited from Bagley Landscaping, Total Site Services, and Heritage Professional Landscaping Inc. No bids were received by the due date of January 23, 2024. Staff contacted the original solicited vendors and used the MRSC Roster to select another vendor and received two bids as set forth below:

HERITAGE PROFESSIONAL LANDSCAPING, INC. Kennewick, WA	$6,937.00
ALLSTAR CONSTRUCTION GROUP, INC. Richland, WA	$14,369.00

The County Engineer recommends entering into a contract with Heritage Professional Landscaping, Inc. in an amount not to exceed $6,937.00 excluding WSST to remove the block wall from County right-of-way. A contract has been prepared, reviewed, and approved as to form by the departmental assigned Deputy Prosecuting Attorney for the Civil Division, and has been executed by Heritage Professional Landscaping, Inc. The contract shall commence on the last date signed and shall terminate on March 31, 2024.

Fiscal Impact

Amount: $6,937.00

Fund: Road Fund

Recommendation

It is recommended by the County Engineer that the Board approve and sign the contract with Heritage Professional Landscaping, Inc. for the removal of a block wall constructed in the County right-of-way in an amount not to exceed $6,937.00 excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OR CHAIRMAN PRO TEM TO SIGN THE CONTRACT WITH HERITAGE PROFESSIONAL LANDSCAPING, INC. FOR THE REMOVAL OF A BLOCK WALL CONSTRUCTED IN THE COUNTY RIGHT-OF-WAY

WHEREAS, at the corner of 27th and Alder and 27th and Beech St. there is a block wall constructed in the County right-of-way that obstructs the drivers view of oncoming traffic; and

WHEREAS, the County Engineer desires to have a portion of the block wall removed to improve the sight lines of the intersections; and

WHEREAS, bids were solicited from the MRSC Roster utilizing the Limited Public Works Process; and

WHEREAS, bids were solicited from Bagley Landscaping, Heritage Professional Landscaping, and Total Site Services; and

WHEREAS, no bids were received by the due date from the three vendors solicited. Staff contacted the original vendors solicited and used the MRSC roster to select another vendor to provide quotes for the block wall removal; and

WHEREAS, bids were received in the amounts set forth below:

HERITAGE PROFESSIONAL LANDSCAPING, INC. Kennewick, WA	$6,937.00
ALLSTAR CONSTRUCTION GROUP, INC. Richland, WA	$14,369.00

WHEREAS, the County Engineer recommends entering into a contract with Heritage Professional Landscaping, Inc. in an amount not to exceed $6,937.00, excluding WSST; and

WHEREAS, the departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of $6,937.00 excluding Washington State Sales Tax has been executed by Heritage Professional Landscaping, Inc. of Kennewick, WA; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves and authorizes the Chairman or the Chairman Pro-Tem to execute the contract with Heritage Professional Landscaping, Inc, in the amount of $6,937.00 excluding Washington State Sales Tax, for the removal of the block wall; and

BE IT FURTHER RESOLVED, the County Engineer is hereby authorized to proceed with the block wall according to the terms of the contract; and

Orig.: Procurement D. Hope
cc: Auditor, Heritage

BE IT FURTHER RESOLVED, the contract expires March 31, 2024.

Dated this 27th day of February 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Attest:_____
Clerk of the Board

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

Orig.: Procurement
cc: Auditor, Heritage

D. Hope

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BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY,** a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **HERITAGE PROFESSIONAL LANDSCAPING, INC.,** a corporation organized under the laws of the State of Washington with its principal offices at 2816 W. 27th Ave. Kennewick, WA 99337 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work;
b. Exhibit B – Fees/Compensation;
c. Exhibit C – Request for Quotes; and
d. Exhibit D – Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on March 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 remove approximately four (4) sections of block wall, replacement of end caps and leveling of the land to match the existing sidewalk. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of

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contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. 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 in a timely manner and in accordance with the schedule agreed by the parties.

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 may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Mathew Mendenhall
Address:	2816 #A W. 27th Ave. Kennewick, WA 99337
Phone:	(509) 586-0744
Email:	matt@heritagelandscaping.com

b. For COUNTY:

Name:	Matt Mahoney
Address:	102206 East Wiser Parkway Kennewick, WA 99338

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Phone: (509) 786-5611
Email: publicworks@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of six thousand nine hundred thirty-seven dollars ($6,937.00), excluding W.S.S.T., in accordance with Exhibit B, "Fees/Compensation", which is attached hereto and incorporated herein by reference.

b. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

c. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work

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contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

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

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

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

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8. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but

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are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on 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

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CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

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Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

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

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

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

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

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

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an 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

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expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

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

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

10. NON-WAIVER OF RIGHTS

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

11. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the 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,

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employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

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

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

12. 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.

13. CHOICE OF LAW AND JURISDICTION

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

14. SUCCESSORS AND ASSIGNS

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

15. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual

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costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. 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 Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

16. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit D, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

17. DEBARMENT CERTIFICATION

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for

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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.

18. NONDISCRIMINATION

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

19. DISPUTES

Disputes over the CONTRACTOR’s performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance 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. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. 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.

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22. NOTICES

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

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 the Contract did not contain the particular provision held to be invalid.

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

24. LITIGATION HOLD NOTICE

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

25. 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

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

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, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. 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.

28. Signatures in Counterpart.

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

- This section was intentionally left blank –

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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.

Date:_____

BENTON COUNTY

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

Approved as to Form:

DocuSigned by:
LeeAnn Holt
D9A9308B67BB475...
LeeAnn Holt, Civil Deputy Prosecuting Attorney

Date: 2/19/2024

HERITAGE PROFESSIONAL LANDSCAPING, INC.

DocuSigned by:
Randy
920B3490F0B74EB...
Signature

President
Title:

Randy
Printed Name

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EXHIBIT A

SCOPE OF WORK

The work consists of the removal of four (4) sections of block wall (approximately 40 L.F.) six (6) feet tall, and the installation of two (2) end caps. The contractor may utilize existing, undamaged masonry units in the completion of the new end caps, damaged pieces will not be allowed. Any new masonry units necessary to complete the end caps shall match the exact dimensions, color, and style of existing. Removal of the concrete foundation is not required, but the remaining concrete foundation shall be covered with topsoil, provided by the contractor, and shall match the elevation of the back of existing sidewalk. Any of the existing rebar that is exposed because of the removal of the existing block wall shall be removed and/or cut. All cut rebar shall be smoothed to eliminate any sharp edges and shall match the surface of the existing concrete footings. The contractor shall be responsible for the removal and disposal of all construction debris. During the project dust should be kept at a minimum as to not impede the neighboring property owners.

Work shall be completed from the street side of the property as much as possible.

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EXHIBIT B

QUOTE FORM
BENTON COUNTY PUBLIC WORKS
BLOCK WALL REMOVAL PROJECT

Company Name Heritage Professional Landscaping

ACKNOWLEDGEMENT OF ADDENDA:
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated _____

Addendum No. 2, dated _____

BID AMOUNT:

LUMP SUM (excluding sales tax) $6,937.00

LUMP SUM (excluding sales tax), in words Six-thousand-nine-hundred and thirty-seven 00/100

GENERAL ACKNOWLEDGEMENT:
The undersigned hereby certifies that they have examined the location of the work outlined in the request for quotes, and has read and thoroughly understands the scope of work and contract governing the work embraced in this project, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this project in accordance with the said scope of work and contract, and the above lump sum price.

BID BOND:
The undersigned hereby certifies that a proposal guaranty in an amount of five percent (5%) of the total bid, and in one of the forms as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of n/a
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington.
Bid Bond	n/a	In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE:

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING:
The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

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ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) 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.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

{**PROPOSAL MUST BE SIGNED ON NEXT PAGE**}

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SUBMISSION OF BID

Respectfully submitted this 29th day of January 2024.

COMPANY NAME: Heritage Professional Landscaping

AUTHORIZED SIGNATURE: [signature]

TYPE OR PRINT NAME: Mathew Mendenhall

TITLE: Landscape Designer and Estimator

STREET ADDRESS: 2816 #A W 27th Ave [redacted]

CITY, STATE, ZIP: Kennewick, WA 99337

TELEPHONE NO.: 509-586-0744

EMAIL: matt@heritagelandscaping.com

CONTRACTOR'S LICENSE NO.: HERITPL055JF

UBI NO.: 601 615 596

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 833 740 003

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EXHIBIT C

REQUEST FOR QUOTES

Project: Benton County Public Works – Block Wall Removal Project

Quotes Due By: Tuesday, January 23, 2023 at 11:00 AM. Quotes will not be accepted after the time specified.

Quote Submittal: Quotes may be submitted by email to Danica Hope at procurement@co.benton.wa.us. Quotes shall clearly contain **"Request for Quote – Block Wall Removal Project"** in the email subject line. Please keep in mind, due to the County's firewall safeguards, emails containing attached documents may be inadvertently delayed or not delivered. It is highly recommended that you request a message read receipt for your submittal and/or contact the Purchasing Department at (509) 783-1310 x5665 to confirm receipt of your quote. The County will not be responsible for submittals that are not received due to issues with email transmittal or the firewall.

SCOPE OF WORK:
The work consists of the removal of four (4) sections of block wall (approximately 40 L.F.) six (6) feet tall, and the installation of two (2) end caps. The contractor may utilize existing, undamaged masonry units in the completion of the new end caps, damaged pieces will not be allowed. Any new masonry units necessary to complete the end caps shall match the exact dimensions, color, and style of existing. Removal of the concrete foundation is not required, but the remaining concrete foundation shall be covered with topsoil, provided by the contractor, and shall match the elevation of the back of existing sidewalk. Any of the existing rebar that is exposed because of the removal of the existing block wall shall be removed and/or cut. All cut rebar shall be smoothed to eliminate any sharp edges and shall match the surface of the existing concrete footings. The contractor shall be responsible for the removal and disposal of all construction debris. During the project dust should be kept at a minimum as to not impede the neighboring property owners.

LOCATION:
Corner of Alder St. and East 27th Ave. Kennewick, WA
Corner of Beech St. and East 27th Ave. Kennewick, WA

DURATION:
Work will be performed Monday – Friday from 7:00 am to 5:00 pm.
After execution of the contract, issuance of Notice to Proceed, there will be five (5) working days to complete the project.

MEASUREMENT & PAYMENT:
The County will pay a lump sum amount to complete the project. The Contractor may only request payment one time in each 30-day period. Invoices shall be broken down by service type (i.e. maintenance/repair and/or parts).

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OTHER REQUIREMENTS:
The Contractor shall have a current Washington State Business License and any business licenses required by the appropriate cities.

All work must be performed to industry standards and the specific manufacture's recommendations.

Contractor must ensure that all its employees performing work pursuant to the Contract are equipped with all necessary tools and sufficiently trained to properly perform requested services.

REQUEST FOR QUOTE AND ATTACHED EXHIBITS:
This request for quote consists of this document and the following attachments which are incorporated herein by reference:

- Exhibit A – Benton County Quote Form
- Exhibit B – Sample Public Works Contract
- Exhibit C – Maps and pictures of project site

PREPARATION OF QUOTE:
The County will only accept those quotes properly executed on the physical forms it provides. No unauthorized additions or modifications to the quote form are permitted. Each bidder shall complete all portions of the form.

Prices quoted in the bid shall be exclusive of Federal Taxes. Washington State Sales tax is not to be included in the quote amount and will be added as a separate line on each invoice in the appropriate amount for each location.

If there are any discrepancies or omissions in this Request for Quote, or any of the attached exhibits, or there are any questions as to the meaning of these documents, a bidder should immediately notify Danica Hope by e-mail at procurement@co.benton.wa.us . Written notice of changes or clarifications to this RFP will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations.

INSURANCE:
If awarded the Contract, Contractor is required to obtain and maintain continuously during the term of the Contract the insurance outlined in the Sample Public Works Contract attached as Exhibit B.

BONDS:
A Performance Bond and Payment Bond will be not be required for this project purusuant to RCW 39.04.155 Limitied public works process.

PREVAILING WAGES:
Prevailing wages are required to be paid by the contractor for work on this project in accordance with Washington State Department of Labor and Industry requirements. Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid shall be submitted directly to the County's representative. The Contractor shall submit a Statement of Intent to Pay Prevailing Wages prior to commencement of work. No payment under this contract will be made until the Intent form has been submitted. An Affidavit of Wages paid shall be submitted when project has been completed. Approval and certification of those forms by the industrial statistician is based on the information provided on the forms, and does not constitute approval of the classifications of labor reported. The County requires that all Statements of

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Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the quote and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Quote specifications may provide the required prevailing wage rate information in this alternate format:

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is the quote due date.
>
> The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; bldg. E, Suite 210, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)783-1310 x5665 or by email at procurement@co.benton.wa.us

PUBLIC WORKS TRAINING:
The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

EVALUATION OF QUOTES:
The County will award the project to the lowest responsible bidder pursuant to RCW 39.04.350.

Benton County reserves the right to reject all quotes and discontinue the process if it determines that such a course of action is in the best interests of the County. If this course of action is not taken, then a bid award will be made to that responsive and responsible bidder that submits the lowest quote.

This document and the materials enclosed constitute a request to submit quotes only and do not represent an offer by Benton County. Quotes submitted in response hereto shall constitute offers to sell the services meeting Benton County specifications. Only upon the County's acceptance of the such offer by quote award as provided herein, shall any contractual commitment be created.

AWARD & EXECUTION OF THE CONTRACT:
Copies of the Contract Provisions, including the unsigned Benton County Public Works Contract, will be available for signature by the successful bidder on the first business day following the award of the contract by the Benton County Board of County Commissioners. The Contracting Agency will determine the number of copies to be executed by the Contractor.

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Within ten calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 9 of the Contract, and a satisfactory bond as required by law and Section 10 of the Contract. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under the contract.

Until the Contracting Agency executes a contract, no quote shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of ten additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

QUOTE PROTESTS:
Prior to quote opening, parties with a potential economic interest in the outcome of a quote may submit a formal written protest to any condition known or that should reasonably have been known prior to quote opening. This includes, but is not limited to, conditions and information stated or provided in the solicitation documents, conditions occurring as a result of distribution of the solicitation documents, conditions occurring during the solicitation process, conditions occurring during any pre-bid meetings or conferences, and related matters prior to quote opening. The official named in the quote document must receive such written protest at least two (2) full business days (the equivalent of 16 business hours) prior to the quote submittal deadline. After that time, interested parties shall be considered to have waived their right to protest such issues.

After quote opening and prior to award, only bidders that submitted a quote, subcontractors, or others that can show substantial economic interest in the quote award and who are aggrieved, are eligible to protest. After quote opening, protests are limited to issues related to quote opening, evaluation of quotes, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to quote opening.

Protests must be received within 2 (2) full business days (the equivalent of 16 business hours) after the quote opening. Any party planning to protest must file written notice of such intention with the official named in the quote document for that purpose. If no notice is received by that official within the 2 business days, all eligible protesters will be considered to have waived their right to protest. Notice of intention must stipulate (1) name, address, and phone number of the aggrieved person; (2) the quote number and title for under which the protest is submitted; (3) the grounds for protest; (4) any evidence supporting the aggrieved parties position.

After the two business days have passed from quote opening date/time, the County may, in the Agency's determination, suspend the award decision to allow consideration of the protest before award is made, or declare its intent to award and wait a minimum of 16 business hours (2 business days as defined above) before entering into a contract.

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QUOTE FORM
BENTON COUNTY PUBLIC WORKS
BLOCK WALL REMOVAL PROJECT

Company Name_____

ACKNOWLEDGEMENT OF ADDENDA:
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated _____

Addendum No. 2, dated _____

BID AMOUNT:

LUMP SUM (excluding sales tax) _____

LUMP SUM (excluding sales tax), in words _____

GENERAL ACKNOWLEDGEMENT:
The undersigned hereby certifies that they have examined the location of the work outlined in the request for quotes, and has read and thoroughly understands the scope of work and contract governing the work embraced in this project, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this project in accordance with the said scope of work and contract, and the above lump sum price.

BID BOND:
The undersigned hereby certifies that a proposal guaranty in an amount of five percent (5%) of the total bid, and in one of the forms as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington.
Bid Bond	_____	In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE:

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING:
The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

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ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) 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.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

{**PROPOSAL MUST BE SIGNED ON NEXT PAGE**}

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SUBMISSION OF BID

Respectfully submitted this _____ day of _____ 2024.

COMPANY NAME:_____

AUTHORIZED SIGNATURE: _____

TYPE OR PRINT NAME: _____

TITLE: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO.: _____

EMAIL:_____

CONTRACTOR'S LICENSE NO.: _____

UBI NO.: _____

WASHINGTON STATE EMPLOYMENT SECURITY NO.: _____

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BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and <<**NAME**>>, a corporation organized under the laws of the State of Washington with its principal offices at <<address>> (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – <<Scope of Work>>;
b. Exhibit B – <<<Fees/Compensation>>>; and
c. Exhibit C – Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide <<insert brief description of the scope of work >>. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "<<Scope of Work>>", which is attached hereto and incorporated herein by reference.

b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in

SAMPLE

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

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

d. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

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

b. For COUNTY:

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

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid <<insert [at the rates set forth in Exhibit B, "<<Fees/Compensation>>", which is attached hereto and incorporated herein by reference] or [a flat fee of <<Dollar Amount>> ($_____), including W.S.S.T., in accordance with Exhibit B, "<<Fees/Compensation>>", which is attached hereto and incorporated herein by reference]>>.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed <<Dollar Amount in Words>> ($_____), including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via

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https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

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

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

d. For each invoiced and approved payment due to the CONTRACTOR

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under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

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subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance

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appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

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

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

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

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

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

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 9(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

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

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

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

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security

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Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

e. The CONTRACTOR agrees to immediately remove any of its

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employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail

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to the COUNTY. 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 Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit <<C>>, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. DEBARMENT CERTIFICATION

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

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19. NONDISCRIMINATION

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

20. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

21. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

22. ENTIRE AGREEMENT

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

23. NOTICES

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

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of the next working day.

24. SEVERABILITY

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

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

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

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

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

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. CONFIDENTIALITY

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

29. Signatures in Counterpart.

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

- This section was intentionally left blank –

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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.

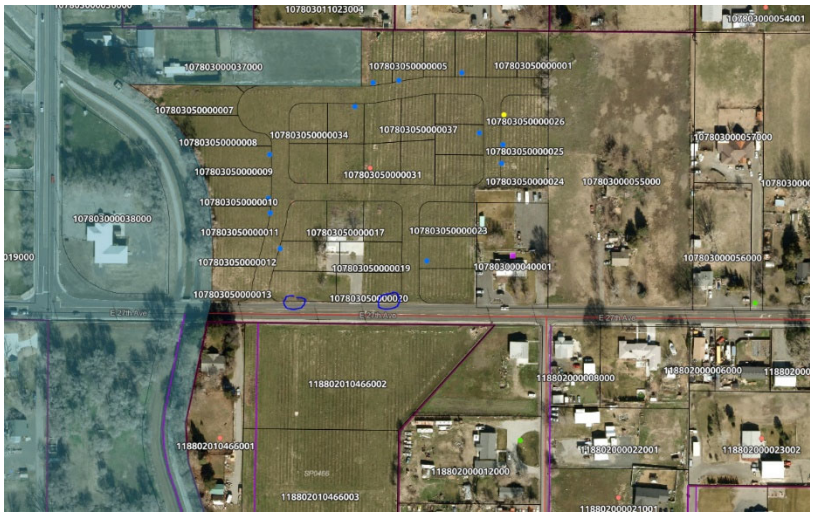
Date:_____	Date:_____
BENTON COUNTY	**<COMPANY NAME>**
_____	_____
Chairman Benton County Board of County Commissioners	Signature
Approved as to Form:	Title:
_____	_____
Civil Deputy Prosecuting Attorney	PRINTED NAME

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EXHIBIT C

Maps and pictures of project site



The sections of block fence wall to be removed are at the intersection of Alder St and 27th Ave and the intersection of Beech St and 27th Ave.



Remove two panels (highlighted in yellow) West of Beech St intersection; replace end piece**.**



Remove two panels (highlighted in yellow) East of Alder St.; replace end piece.

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EXHIBIT D

State of Washington
Department of Labor & Industries
Prevailing Wage Section
PO Box 44540, Olympia, WA 98504-4540
360-902-5335

Public contract awarding agencies are required by RCW 39.12.030 to include a provision stating the required prevailing rate(s) of wage in the bid and contract specifications for public works. Historically, this has required inclusion of a list of such rates in the specifications. Labor & Industries looked at how to allow an additional option within the law and rule.

Bid specifications may provide the required prevailing wage rate information in this alternate format:

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is January 29, 2024.
>
> The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Public Works Department, 102606 Wiser Parkway, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Public Works Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at publicworks@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	PricewaterhouseCoopers LLP "PwC"
Presenter:	N/A
Prepared By:	Adam Morasch, Risk Manager
Reviewed By:	Mary Christen, Administrative Assistant

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

PricewaterhouseCoopers LLP has been providing actuarial services for Benton County for over 20 years. This actuarial review of the self-insured workers' compensation and self-insured liability program is conducted every two years. Benton County has continued to contract with PricewaterhouseCoopers LLP due to their knowledge of Benton County's self-insured programs. They also serve as the Washington Counties Risk Pool's actuary and are familiar with the Risk Pool's programs. PricewaterhouseCoopers LLP is also able to obtain the historical liability experience of Benton County from the Risk Pool.

This review serves as a guide in the determination of appropriate cost and reserve levels for the workers' compensation and liability programs and establish future assessment rates for the 2025/2026 budget.

Fiscal Impact

The total fee is $111,000, which was budgeted and will be paid from the Insurance Management Fund.

Recommendation

Approve the attached Resolution to use PricewaterhouseCoopers LLP for actuarial services for Benton County to establish future assessment rates for the 2025/2026 budget.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE ENGAGEMENT LETTER BETWEEN PRICEWATERHOUSECOOPERS LLP AND BENTON COUNTY TO PROVIDE AN ACTUARIAL REVIEW OF BENTON COUNTY'S SELF-INSURED WORKERS' COMPENSATION AND SELF-INSURED LIABILITY PROGRAMS.

WHEREAS, per Resolution 2021-233, Section 5.3.2 – General Services of the Countywide Procurement, Leasing, and Contracting Policy, "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for Professional Services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost."; and

WHEREAS, in preparation for Benton County's 2025-2026 Biennial Budget, the Benton County Risk Manager requested from PricewaterhouseCoopers LLP a proposal for actuarial services for Benton County's Self-Insured Workers' Compensation and Self-Insured Liability Programs; and

WHEREAS, the Risk Manager received a proposal from PricewaterhouseCoopers LLP in the amount not to exceed $111,000.00 not including WSST; and

WHEREAS, the Risk Manager reviewed the proposal and recommends award of said services to PricewaterhouseCoopers LLP; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby authorizes the Chairman to sign the attached engagement letter between PricewaterhouseCoopers LLP and Benton County for actuarial services not to exceed $111,000.00 not including WSST which will begin the end of February 2024 and will expire upon project completion and acceptance.

Dated this _____ day of _____ , _____

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: A. Morasch
cc: Auditor

Prepared by: A. Morasch

February 12, 2024

Mr. Adam Morasch
Benton County
7122 W Okanogan Pl., Suite E330
Kennewick, Washington 99336

Dear Mr. Morasch,

This engagement letter dated February 12, 2024 (the "Effective Date") confirms that Benton County ("Client" or "County") has engaged PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("PwC") to perform professional services as described below. Client and PwC are sometimes referred to in this engagement letter as the "parties" and each, individually, as a "party." This engagement letter includes, and is governed by and subject to, the provisions of the Additional Terms and Conditions (including all exhibits, addenda or similar schedules) attached hereto.

Scope of PwC Services, Deliverables, and Timing.

(a) Services to be provided by PwC. Client is engaging PwC to provide the following professional services (the "Services"):

Self-Insured Workers' Compensation Program

1. Estimate the County's net unpaid claims as of December 31, 2023. This includes estimates of loss reserves and the liability for loss-based assessments to the Department of Labor and Industries (L&I)
2. Provide perspective on funding adequacy as of December 31, 2023
3. Project losses for 2024, 2025 and 2026
4. Estimate future payments during calendar years 2024, 2025 and 2026
5. Estimate funding rates per worker hour by job classification for 2024, 2025 and 2026

Self-Insured Liability Program

1. Estimate the County's net unpaid claims as of December 31, 2023. Separate estimates will be provided for the general liability and automobile liability coverages.
2. Provide perspective on funding adequacy as of December 31, 2023
3. Project losses for 2024, 2025 and 2026 at the current $100,000 deductible level and the $250,000 deductible level
4. Estimate future payments during calendar years 2024, 2025 and 2026
5. Allocate the automobile and general liability program costs for 2024 through 2026 to the following County departments: Sheriff, Public Works, and All Other

Capital Adequacy Assessment

1. Identify and quantify financial risk drivers of the County's workers compensation and liability programs
2. Aggregate risk drivers to estimate overall capital requirements at various thresholds
3. Assist the County in establishing a risk capital target consistent with its risk tolerance parameters

4. Advise on capital impact of alternative risk profiles (e.g., changing retentions or investment profile)
5. Develop an Excel-based model that can be used to update the risk capital targets based on the results of actuarial reserve/funding studies; intended to provide results that can be used for up to five years
6. Participate in management meetings, as required

To facilitate PwC's work, County agrees to provide the following key information necessary for the actuarial evaluation, including the following:

- Insurance program summary – self-insured retentions and excess insurance premium
- Claim listings valued as of December 31, 2023 and December 31, 2022
- Other program expenses and allocations to department/class codes
- Annual and Quarterly Reports of Self-Insured Business (workers' compensation)
- Exposure information – historical and projected by classification/department:
    - Worker hours
    - Payroll, number of employees, number of vehicles, and property values
- Investment income
- Self-insurance fund financial information

A detailed data request will be provided for each self-insured program with an itemized listing of the required data elements. If any of the requested information is not readily available, please advise PwC so PwC can make alternative arrangements. PwC is not required to perform services that are inconsistent with the scope of Services or terms and conditions set forth in this engagement letter. Either party may request changes to the scope of Services. To be effective, such change(s) must be agreed in writing and signed by the parties. PwC is not required to perform, and may cease performance of, any changes until and unless such changes are agreed to in writing and signed by the parties.

(b) Deliverables. PwC will provide the following Deliverables (as defined in the "Deliverables and Work Product" section below):

- Written report for the Workers' Compensation program documenting the results of PwC's analysis
- Written report for the Property/Liability program documenting the results of PwC's analysis
- Written report for the capital adequacy assessment. Meetings to discuss and review results with management.

(c) Timing. The timing of the Services is as follows:

The estimated engagement start date is: March 1, 2024.

The estimated engagement end date is: June 30, 2024.

Fees, Expenses, and Payment.

(a) Fees and Expenses for the Services.

The fee for Services relative to this project as described in the "Scope of PwC Services, Deliverables, and Timing" section above will be $111,000.00 based on the scope, schedule, responsibilities, and

Deliverables. The itemized fee is:

Workers' Compensation & Liability Analysis	$39,000
Capital model	$72,000

(b) Payment Terms for the Services. Client will pay the amounts described in this engagement letter. PwC will bill Client for its reasonable out-of-pocket expenses (including when PwC uses a third-party booking agent, such agent's nominal per-ticket charge) and any applicable sales, use, excise or value added tax. Amounts billed for Services performed by PwC or the PwC Subcontractors are considered fees and not expenses and will be billed as set forth above. PwC will invoice Client on a monthly basis in arrears. Client will pay each invoice within 30 calendar days after the invoice date.

* * * * *

If Client has any questions about this engagement letter, please discuss them with Christine Kogut at christine.kogut@pwc.com or +1 (802) 233-1658. If the Services and terms outlined in this engagement letter (including, without limitation, the Additional Terms and Conditions and all exhibits, addenda and other similar schedules) are acceptable to Client, please sign one copy of this engagement letter in the space provided and return it to the undersigned.

Very truly yours,

PricewaterhouseCoopers LLP

Christine Kogut

By: _____

Christine Kogut
Principal

Date: February 12, 2024

ACKNOWLEDGED AND AGREED:

Benton County Board of Commissioners

Signature: _____

Printed name: _____

Title: _____

Date: _____

Jeff Aultman

Approved to Form: _____

Printed name: **Jeff Aultman**

Title: **Civil Deputy Prosecuting Attorney**

Date: **2/12/2024**

ADDITIONAL TERMS AND CONDITIONS

These Additional Terms and Conditions (including the exhibits, addenda and other similar schedules) are made a part of the foregoing engagement letter. Capitalized terms used in these Additional Terms and Conditions but not defined herein will have the meanings assigned to such terms in the foregoing portion of this engagement letter.

Intellectual Property Matters.

(a) Ownership.

(i) Confidential Information. As between the parties, each party owns and will retain its Confidential Information (defined below), including all IP Rights (defined below) therein. Except as provided herein, neither party may use the other party's Confidential Information. Anything that purports to transfer ownership of a party's Confidential Information in any instrument is void. "IP Rights" means all rights, title, and interest in and to copyrights, patents, trade secrets, trademarks, service marks, trade dress, domain names, databases and other compilations and collections of data or information, and other intellectual property anywhere in the world, whether statutory, common law or otherwise, now known or later created.

(ii) Background Technology. As between the parties, each party owns and will retain its Background Technology (defined below), including all IP Rights therein. Except as provided herein, neither party may use the other party's Background Technology. Anything that purports to transfer ownership of a party's Background Technology in any instrument is void. "Technology" means information, data, works of authorship, software, documents, reports, diagrams, schematics, drawings, concepts, designs, algorithms, databases, compilations, inventions, discoveries, ideas, know-how, processes, protocols, procedures, methods, techniques, hardware, systems, and other technology and materials, including all IP Rights therein. "Background Technology" means Technology that is made, conceived, invented, developed, created, owned, licensed, or otherwise obtained by a party before the commencement of Services hereunder, or independently outside the scope of Services (together or jointly with others). For clarity:

(A) Client's Background Technology includes (1) software, hardware, databases, systems, equipment, and other technology of Client and its third-party technology or service providers ("Client Systems"); and (2) all data (whether owned by Client or a third party) that Client or a User (defined below) provides or makes available to PwC, a PwC Subcontractor (defined below), or their respective suppliers for processing as an integral part of the Services under this engagement letter. Collectively, "Client Materials" means Client Background Technology (including such Client data and Client Systems) and Client Confidential Information.

(B) PwC's Background Technology includes software, hardware, databases, systems, equipment, spreadsheets, scripts, automations, visualization tools, and other Technology (including materials PwC sometimes refers to as 'Products' or 'Accelerators'), and includes Technology and services PwC sources from third parties. These third-party materials (including open source materials) may be subject to additional terms and conditions that may be modified from time to time. PwC Background Technology is PwC's Confidential Information.

(iii) Deliverables and Work Product. A "Deliverable" is Client-specific Work Product that is identified as a 'Deliverable' in this engagement letter and that is not of general applicability to PwC's business. Deliverables may incorporate certain PwC Background Technology. "Work Product" means other Technology and work materials (including non-Client specific versions of Deliverables) developed or created by PwC, a PwC Subcontractor, a supplier of third-party materials, or their respective personnel (whether alone or jointly with others) pursuant to the Services hereunder. Work Product includes working papers, as well as updates, derivatives, modifications, or improvements of PwC's Background Technology. PwC will own and will retain all right, title, and interest in and to the Work Product (including all IP Rights therein).

(iv) IP Infringement. PwC agrees to indemnify and hold harmless Client from and against any and all amounts payable under any judgment, verdict, court order or settlement for any claims made against Client by a third party unrelated to Client that the Deliverables or PwC Background Technology, in the form made available to Client and when accessed and used in accordance with this engagement letter, infringes that third party's copyright, trade secret, patent, or US trademark or tradename. Should Client's use of such Deliverables be determined to have infringed, or if, in PwC's judgment, such use is likely to be infringing, PwC may, at its option: (A) procure for Client the right to continue using such Deliverables; or (B) replace or modify such Deliverables to make their use non-infringing while yielding substantially equivalent results. If neither of these options are or would be available on a basis that PwC finds commercially reasonable, then PwC may terminate this engagement letter, Client shall return the infringing Deliverables to PwC, and PwC will refund to Client the fees paid for such infringing Deliverables, less a reasonable allowance for use. This infringement indemnity and any PwC representations or warranties do not cover claims arising from or related to: (1) the combination of Deliverables or PwC Background Technology with products or services not provided by PwC; (2) the modification of Deliverables or PwC Background Technology by any person other than PwC; (3) Deliverables complying with or based upon information, specifications or designs provided by or at Client's direction; or (4) use of Services, Deliverables or PwC Background Technology in a manner not permitted under this engagement letter.

(b) Licenses to Client.

(i) License to Deliverables and other Work Product. Subject to the terms of this engagement letter (including the license restrictions set forth below and in any exhibits or addenda attached hereto), PwC grants to Client a limited, non-exclusive, non-transferable, personal license under PwC's IP Rights to use (which, for clarity, includes the right to reproduce, extract, translate, and create derivative works of) the Deliverables and any other Work Product that PwC delivers to Client for Client's non-commercial/internal business purposes only. For clarity, where a Deliverable technologically incorporates PwC Background Technology, Client's right to use the Deliverable includes the right to use such incorporated PwC Background Technology as necessary, except for technology offerings that PwC licenses to clients under a separate license agreement.

(ii) License to Facilitating PwC Background Technology. In addition to any PwC Background Technology that is incorporated into a Deliverable (which is governed by the license above), in order to facilitate and enhance the efficiency of PwC's provision of the Services, PwC may make certain limited features and functions of other PwC Background Technology (some of which may be referred to by PwC as "Accelerators") available to Client during the term of this engagement letter. Subject to the terms of this engagement letter, PwC grants to Client under PwC's IP Rights a limited, non-exclusive, non-transferable, non-sublicensable, personal license to install (if applicable), access, and use these limited features and functions of such PwC Background Technology in accordance with PwC's instructions and the restrictions set forth in this engagement letter: (A) in connection with Client's receipt of the Services (and not for any other internal or commercial purpose); and (B) solely while those Services are being performed by PwC. PwC does not grant a general license to Client or any User to use PwC Background Technology beyond the functional scope of Services hereunder, or after those Services are completed. Termination or expiration of the Services ends Client's and its Users' access to, and use of, these materials. Any use of the PwC Background Technology by Client or Users beyond the scope of Services, or after Services have been completed, would require a separate written agreement between the parties. Without limiting PwC's obligation to perform the Services and provide the Deliverables as set forth in this engagement letter, PwC reserves the right to modify, change, or suspend Client's or its Users' access to this facilitating PwC Background Technology. Except as expressly set forth elsewhere in this engagement letter (including in any exhibit or addendum attached hereto), and to the fullest extent allowed by applicable law, PwC Background Technology is provided "AS-IS" and PWC AND ITS SUPPLIERS (1) HEREBY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT THERETO, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY, AND THOSE ARISING FROM COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE, AND (2) DO NOT WARRANT THAT ACCESS TO OR USE OF PWC BACKGROUND TECHNOLOGY WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

(c) Users; Restrictions.

(i) Users. Individual user accounts will be provisioned as necessary for individuals whom Client authorizes to access and use PwC Background Technology on Client's behalf ("Users"). Client is responsible for its Users' use of and access to PwC Background Technology. PwC may monitor access and use of the PwC Background Technology.

(ii) General Restrictions. PwC Background Technology is licensed, not sold. There are no implied licenses; PwC and its suppliers reserve all rights not expressly granted hereunder. Without limiting the foregoing, except as expressly provided in the license grants above, Client will not, and will not allow Users or others to attempt to:

(A) access or use PwC Background Technology (1) except as expressly permitted hereunder, (2) in violation of applicable laws or the legal rights of a third party, (3) for fraudulent purposes, (4) for high-risk activities, (5) to process data on behalf of a third party, or (6) to develop a competing product or service;

(B) permit any individual that is an employee or contractor of any entity that provides technology or services similar to PwC or is otherwise a competitor of PwC (including any entity affiliated with Deloitte, EY, or KPMG) to access or use the PwC Background Technology, or otherwise sell, sublicense, assign, transfer, or otherwise make available the PwC Background Technology to a third party;

(C) reproduce, create derivative works of, or otherwise modify, or remove or alter any proprietary rights notice from any copies of, PwC Background Technology;

(D) reverse engineer, decompile, disassemble, or otherwise attempt to extract ideas, algorithms, workflows, or source code; or use open source software contained in PwC Background Technology in a manner that would require it to be distributed or made available for free, in source code form, or under open source license terms; or

(E) circumvent technological or security controls; knowingly violate any requirements, policies, or terms or conditions of any providers of services or data; or introduce any Viruses (defined below).

Additional restrictions may be set forth in an exhibit or addendum hereto, or on applicable terms of use.

(iii) Disclosure Restrictions. Without limiting the generality of the restrictions above, Client may not disclose the Deliverables, Work Product, or PwC Background Technology to any other person or entity, or refer to PwC, in connection with the Services hereunder, except as follows:

(A) Client may disclose Deliverables that do not contain PwC's name or any other information that reasonably identifies PwC as the source (either because the original Deliverable lacks identifying information, or because Client subsequently removes it) to a third party, provided that Client makes no reference to PwC in connection with such Deliverables.

(B) Client may disclose Deliverables to, or discuss information relating to the Services hereunder (including PwC Background Technology) with, Client's third-party professional advisors who (1) are acting solely for Client's benefit and on Client's behalf; (2) have a need to access such Deliverables or know such information in order to provide advice or services to Client; and (3) are subject to written obligations with Client regarding the protection of PwC's Confidential Information and IP Rights that are materially consistent with those herein (collectively, "Professional Advisors"). Professional Advisors may include accountants, auditors, attorneys, contractors, financial and other similar advisors, but exclude any parties or individuals that have or may obtain a financial interest in Client or in an anticipated transaction, including those that are providing or may provide insurance, financing, capital in any form, a fairness opinion, selling or underwriting securities; or any counterparty to an anticipated transaction or dispute.

(C) Client may disclose Deliverables to, or discuss information relating to the Services hereunder (including PwC Background Technology) with, another person or entity, subject to PwC's prior written consent (which may include the requirement to enter into an access letter in PwC's standard form).

PwC provides the Services, Deliverables, Work Product and access to PwC Background Technology solely for Client's non-commercial/internal use and benefit, and not for any other person or entity's use, benefit or reliance, and PwC disclaims any contractual or other responsibility, liability or duty of care to any person or entity other than Client in connection with the Services, Deliverables, Work Product or PwC Background Technology. As such, Client shall reimburse and hold harmless PwC and the PwC Parties (defined below) for all third party claims, losses, liabilities and damages (including, but not limited to, any costs, expenses and reasonable attorneys' fees) arising from or relating to the Services or Deliverables.

(d) Oral Advice and Draft Deliverables. Client may rely only on final written Deliverables and not on oral advice, draft Deliverables or other information provided by PwC. Upon Client's request, PwC will confirm oral advice in a Deliverable on which Client may rely.

(e) Licenses to PwC. Subject to the terms of this engagement letter, Client grants to PwC, the PwC Subcontractors and their respective suppliers (including providers of third-party materials) a non-exclusive, limited, fee-free license to use the Client Materials to conduct the Services hereunder; to develop, improve, modify, and provide Services and Technology (including to improve PwC Background Technology); and to develop and perform data analysis, machine learning algorithms, or other insight generation; *provided that* PwC, the PwC Subcontractors and their respective suppliers will not use or disclose Client Confidential Information to third parties in a manner that would permit Client to be identified by third parties without Client's consent. The foregoing license includes the right to collect, reproduce, distribute, modify, make derivative works of, perform, display, transmit, and otherwise use data that Client or a User provides or makes available to PwC, a PwC Subcontractor, or their respective suppliers for processing as an integral part of the Services under this engagement letter, and the right to use such data, *but only* in anonymized and aggregated form, for analytic, statistical, security, quality control, and similar purposes, and to test, improve, and provide PwC Background Technology, Work Product, third-party materials, and other products, services, and Technology.

(f) Residuals. Subject to the other provisions of this engagement letter (including those relating to confidentiality and privacy), each party is free to use Residuals (defined below) for any purpose, including to develop, improve, modify, and provide Technology, products, and services. "Residuals" means generalized knowledge, skills, experiences, and non-tangible information, ideas, and know-how that personnel who have had rightful access to the other party's Confidential Information hereunder incidentally retain in their unaided memories; but in all cases excludes personally identifiable information. The foregoing will not be deemed to be the grant of a license to the other party's patents or copyrights.

Parties' Responsibilities; Representations and Warranties.

(a) Parties' Responsibilities.

(i) PwC Responsibilities. PwC's role under this engagement letter is advisory only, and as such, PwC will not (A) provide an audit, accounting or attest opinion or other form of assurance, nor (B) verify or audit any information provided to it. PwC will perform the Services on the basis of the information provided by Client or on its behalf, and PwC will have no responsibility or liability for such information, or for any third-party hardware, software, information or materials selected or supplied by Client or on its behalf. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.

(ii) Client Responsibilities. Client is responsible for: (A) all management functions and decisions relating to the Services, including without limitation, evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs and designating a competent member of Client's

management to oversee the Services; (B) the results achieved from using the Services or Deliverables; and (C) establishing and maintaining its internal controls. Client will provide reasonable assistance and accurate and complete information on a timely basis.

PwC may advise or assist Client in connection with its consideration, preparation or accumulation of prospective financial statements or other forward-looking information, including forecasts or projections (collectively, "PFI"), based on Client's instructions, using information, procedures and methods approved by Client. Client is responsible for the information used to prepare PFI, any decisions, assumptions or projections relating to PFI or any outputs therefrom, and their adequacy for Client's purposes. Client shall ensure that any prospective financial statements or other information or materials prepared by PwC are reviewed and approved by the member of Client's management team responsible for the information, its accuracy, completeness, reasonableness, and use. PwC may prepare ranges of quantitative estimates using PwC-identified illustrative assumptions of individual future costs or benefits for the purpose of illustrating PwC's advice; the estimates may be based on historical data, benchmarks, experience, the engagement team's knowledge of leading practices. PwC also may perform sensitivity, vulnerability or "what if" simulations or analyses on PFI and any underlying assumptions or make recommendations on assumptions not included in the PFI. It is Client's responsibility to make its own decisions regarding PFI. As events and circumstances frequently do not occur as expected, there may be material differences between PFI and actual results; PwC disclaims any responsibility and liability for PFI or based on any differences between PFI and any actual results achieved.

(b) Mutual Representations and Warranties. Each party represents and warrants to the other that:

(i) it is duly organized and validly existing and in good standing under the laws of the jurisdiction(s) in which it is organized and authorized to do business;

(ii) it has all requisite power and authority to enter into this engagement letter and all material licenses necessary to perform its obligations hereunder;

(iii) this engagement letter has been duly executed and delivered by such party, and is a valid obligation binding upon such party and enforceable in accordance with its terms;

(iv) it will comply with all relevant laws, rules and regulations of any governmental or regulatory authority of competent jurisdiction that are directly applicable to such party's performance of its obligations under this engagement letter (including applicable import and export laws, export control and economic sanctions regulations, anti-bribery and anti-corruption laws and data privacy and information security laws);

(v) in connection with this engagement letter, it will not, and its parents, subsidiaries and affiliates and its and their respective directors, officers, partners, principals, employees, personnel, other agents or any other person or entity acting on its or their behalf will not: (A) directly or indirectly, make, promise, authorize, ratify or offer to make, or take any action in furtherance of, any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or (B) improperly assist it in obtaining or retaining business for itself or the other party; or (C) in any way take action, the purpose or effect of which is public or commercial bribery; and

(vi) it uses commercially available anti-virus technology designed to prevent that party from introducing a Virus onto the other party's systems in connection with this engagement letter. "Virus" means any virus, trojan horse, worm, cancelbots, or other programming routine intended to damage, interfere with, intercept, or expropriate any system, data, or information.

(c) PwC Representations and Warranties. PwC represents and warrants to Client that:

(i) (A) consulting Services performed under this engagement letter will be performed in accordance with the American Academy of Actuaries' Code of Professional Conduct and relevant Actuarial

Standards of Practice; and (B) it will perform the Services in accordance with the relevant specifications, if any, set forth in this engagement letter;

(ii) PwC's personnel performing the Services will have the required skill and training to perform such Services in accordance with this engagement letter; and

(iii) the Deliverables do not and will not infringe the IP Rights or other rights of any third party; provided, however, that Client's sole remedy and PwC's exclusive obligation for a breach of this sub-clause will be PwC's IP indemnification obligation under the "IP Infringement" Section above.

(d) Client Representations and Warranties. Client represents and warrants to PwC that:

(i) it has (and will have) all rights, licenses, consents, authorizations and other permissions necessary to provide the Client Materials to PwC and to grant the rights and material licenses hereunder;

(ii) the Client Materials do not and will not infringe the IP Rights or other rights of any third party; and

(iii) it has obtained (and will maintain) from its licensors of Client Systems all rights necessary for PwC, the PwC Subcontractors, and their respective third-party suppliers to access and use Client Systems to perform PwC's obligations hereunder.

(e) Disclaimer. THE WARRANTIES CONTAINED IN THIS "PARTIES' RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES" SECTION OF THIS ENGAGEMENT LETTER, TOGETHER WITH ALL EXPRESS WARRANTIES CONTAINED IN ANY EXHIBIT, ADDENDUM, OR OTHERWISE INCORPORATED IN THIS ENGAGEMENT LETTER, EXPRESS THE ENTIRE STATEMENT OF THE PARTIES WITH RESPECT TO WARRANTIES. PWC AND CLIENT DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THIS ENGAGEMENT LETTER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

Confidentiality.

"Confidential Information" means non-public information provided by a party or on its behalf that is marked "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to the fee and expense structure, are considered Confidential Information. Confidential Information does not include any information that: (i) is rightfully known to the receiving party ("Recipient") prior to its disclosure; (ii) is released by the disclosing party ("Discloser") generally to others without restriction; (iii) is independently developed by Recipient without use of or reliance on Discloser's Confidential Information; (iv) is or later becomes publicly available without violation of this engagement letter; or (v) may be lawfully obtained by Recipient from a third party without applicable restriction. Recipient will protect the Discloser's Confidential Information using reasonable measures commensurate with those that Recipient uses to protect its own Confidential Information. Recipient may use or disclose the Discloser's Confidential Information only: (A) in connection with the Services; (B) as permitted in this engagement letter; or (C) as requested or directed by Discloser. Except as set forth in this section, Recipient will not disclose the Discloser's Confidential Information to third parties without Discloser's prior consent. Notwithstanding the foregoing, without Discloser's prior consent, Recipient may disclose Confidential Information to its professional advisors, subcontractors, suppliers, or employees on a need-to-know basis, provided that such entities and individuals are required to comply with confidentiality obligations. In addition, if Recipient is required by law, statute, rule, or regulation (including any subpoena or other similar form of process), or by professional standards, to disclose Discloser's Confidential Information, Recipient may disclose such information but must provide Discloser with written notice prior to such disclosure (to the extent permitted by applicable law), except that such notice is not required in connection with requests for disclosures arising from or related to government audits, investigations or supervisory examinations by regulatory authorities with jurisdiction over Recipient.

Limitations of Liability. Except to the extent finally determined to be prohibited by law:

(a) PwC's aggregate liability for any and all claims, losses, liabilities or damages in connection with this engagement letter or its subject matter, whether as a result of breach of contract, tort (including but not limited to negligence and strict liability) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to PwC for the particular Service giving rise to the liability under this engagement letter; and

(b) in no event will PwC be liable for lost profits or consequential, indirect, incidental, punitive, exemplary or special damages.

Other PwC Firms; PwC Subcontractors.

(a) PwC is a firm in the global network of separate and independent PricewaterhouseCoopers firms (exclusive of PwC, the "Other PwC Firms"). PwC may draw on the resources of and/or subcontract to its subsidiaries and affiliates, the Other PwC Firms, and/or third-party contractors and subcontractors within or outside of the United States (each a "PwC Subcontractor") in connection with the provision of Services and/or for internal, administrative and/or regulatory compliance purposes. Client agrees that PwC may provide information PwC receives in connection with this engagement letter to the PwC Subcontractors for such purposes. PwC will be solely responsible to Client for the provision of the Services (including those performed by the PwC Subcontractors), for the protection of any Confidential Information provided to the PwC Subcontractors, and for compliance with the other terms and conditions of this engagement letter.

(b) The PwC Subcontractors and the partners, principals, members, and employees of PwC and the PwC Subcontractors (collectively the "PwC Parties"), shall have no liability or obligations arising out of this engagement letter. Client agrees to: (i) bring any claim or other legal proceeding of any nature arising from the Services against PwC and not against the PwC Parties; (ii) ensure that Client's subsidiaries, affiliates or Users do not assert any claim or other legal proceeding against PwC or the PwC Parties related to or arising from this engagement letter; and (iii) accept responsibility and liability in the event that Client's subsidiaries, affiliates and Users pursue such claims or proceedings. While PwC is entering into this engagement letter on its own behalf, this section also is intended for the benefit of the PwC Parties.

Term and Termination. This engagement letter commences on the Effective Date and shall expire upon completion of the Services or such earlier date set forth in the main body of the engagement letter (including, without limitation, the "Scope of PwC Services, Deliverables, and Timing" section thereof). Either party may terminate this engagement letter without penalty upon written notice to the other party. Any provisions of this engagement letter that expressly or by implication are intended to survive its termination or expiration will survive and continue to bind the parties.

Choice of Law and Dispute Resolution.

(a) This engagement letter and any dispute between the parties, including any claims or defenses asserted, whether in contract, tort or otherwise, will be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law principles or provisions relating to conflicts of laws that would require the laws of another jurisdiction to apply.

(b) Any disputes that arise between the parties that are not resolved by mutual agreement shall be resolved by arbitration, except that either party shall be free to seek temporary injunctive relief in court in the event of a breach or threatened breach of a party's obligations of confidentiality or intellectual property hereunder. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration shall be seated and take place in New York, New York. The arbitration panel, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of, or defenses with respect to, this engagement letter, including but not limited to issues of arbitrability. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall

also have no power to award damages inconsistent with the limitations of liability provisions or any other terms herein. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. Each party accepts and acknowledges that any demand for arbitration arising from or in connection with this engagement letter must be issued within one year from the date such party became aware or should reasonably have become aware of the facts that gave rise to the alleged liability and, in any event, no later than two years after the cause of action accrued.

No Legal Advice; Changes in Laws. For the avoidance of doubt, the Services do not include legal services or the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or any other type of law or regulation.

Miscellaneous.

(a) Non-Exclusive Agreement; Other Matters.

(i) This engagement letter is a non-exclusive agreement and, subject to its confidentiality obligations, PwC and the PwC Subcontractors are not prevented or restricted from providing services or technology to other clients. PwC is an independent contractor, not a fiduciary or agent of Client, and shall not perform any obligation of Client, whether regulatory or contractual, nor shall PwC negotiate on Client's behalf. If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers, or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's, the PwC Subcontractors', and their respective counsels' reasonable expenses and professional time incurred in responding to such a request, provided, however, that such reimbursement obligation shall not apply when PwC is an original party to the proceeding in which the information is sought.

(ii) PwC may use Client's name and logo in experience citations and recruiting materials, and/or in the development of case studies related to the Services provided Client has the right to approve such case studies prior to any external distribution.

(iii) If PwC commenced Services prior to execution of this engagement letter, the terms of this engagement letter shall govern such Services.

(b) Order of Precedence. If there is a conflict between the terms contained in the main body of this engagement letter (including, without limitation, the main body of the Additional Terms and Conditions), any exhibit, addendum or any other similar schedule to this engagement letter, the following order of precedence shall apply: (i) the applicable exhibit, addendum or other similar schedule; and then (ii) the main body of this engagement letter (including, without limitation, the main body of the Additional Terms and Conditions).

(c) Entire Agreement; Severability; Changes. This engagement letter and its attachments represent the entire agreement between the parties with regard to the subject matter hereof and supersede any and all prior or contemporaneous understandings, proposals and agreements (whether written or oral) relating thereto. Notwithstanding any other agreements, attestations, or similar undertakings (including any click-through agreements or on-line terms) (collectively, "Ancillary Terms") that may be executed or otherwise consented to by any PwC partners, principals, or employees, or any PwC representatives, agents, or sub-contractors (collectively "Individuals") during the course of the performance of this engagement letter, PwC shall be solely responsible for compliance with this engagement letter and any such Ancillary Terms, and Client shall have no right to bring, and hereby waives, any claim or cause of action against any Individuals arising out of or relating to this engagement letter or any Ancillary Terms, or otherwise arising out of or relating to the performance of this engagement letter. In addition, any such Ancillary Terms that may be executed or otherwise consented to by any Individuals or PwC during the course of the performance of this engagement letter shall be ineffective to the extent they conflict with this engagement letter or would expand, limit or otherwise modify the rights, obligations, liabilities or undertakings of the parties hereunder or impose any liability

on either party's employees, representatives, agents, or sub-contractors. If any provision (or any part thereof) of this engagement letter is found to be unenforceable or invalid, the remainder of such provision shall remain enforceable to the maximum extent permitted by law. Changes in the law and/or its interpretation may take place before PwC's advice is acted upon or may be retrospective in effect; PwC accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services. Any changes to this engagement letter must be agreed in writing.

(d) Assignment. No party to this engagement letter may assign or transfer this engagement letter or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this engagement letter, any Services provided hereunder, or any fees for this engagement letter or such Services, to anyone, by operation of law or otherwise, without the prior written consent of the other party, and any purported assignment without such consent shall be void and invalid. Notwithstanding the foregoing, either party may assign this engagement letter or any of its rights or obligations hereunder without such consent (i) as permitted in this engagement letter, or (ii) with respect to PwC, to any of its United States affiliates. This engagement letter shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and, except as expressly provided herein, nothing in this engagement letter shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this engagement letter.

(e) Force Majeure. No party shall be liable for any delay or failure to perform any of its obligations under this engagement letter due to acts of God, natural disasters, war, civil disturbance, government action, strike, epidemics, pandemics and/or other causes beyond its reasonable control ("Force Majeure Event"). The party affected by a Force Majeure Event shall provide written notice to the other party within a commercially reasonable time and shall use commercially reasonable efforts to resume performance as soon as reasonably practicable.

(f) Counterparts; Headings. This engagement letter may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile or attached as a pdf, jpeg, or similar file type to an email or by DocuSign, Adobe Acrobat, or other electronic signature. Headings in this engagement letter are for convenience only and shall not be used in interpreting this engagement letter or any provision of it.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2/27/2024
Subject:	Accept funding from Washington Association of Sheriffs and Police Chiefs FY2024 Body-worn Camera Grant
Presenter:	N/A
Prepared By:	Charles Glasscock
Reviewed By:	Katie Gillies

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

Per Resolution 2023-803 dated November 21, 2023, the Board of Benton County Commissioners authorized the Benton County Sheriff's Office (BCSO) to submit an application for funding under the Washington Association of Sheriffs and Police Chiefs (WASPC) FY2024 Body-Worn Camera Grant application in the amount of $37,875.38 to reimburse the County for 50% of the Records Sergeant's salary, 25% of a Records Clerk's salary and an annual fee for additional licenses from Axon Enterprises for electronic storage for the period of the grant.

BCSO received notification that they have been awarded funding in the amount of $3,709.42 to fund the cost of the additional Axon Licenses.

Fiscal Impact

This grant will reimburse the County General Fund for the annual fee for additional Axon licenses in the amount of $3,709.42.

Recommendation

Approve the Benton County Sheriff's Office to accept the funding under the Washington Association of Sheriffs and Police Chiefs Body-Worn Camera Grant application for FY2024 in the amount of $3,709.42 to reimburse the County for the annual fee for additional licenses from Axon Enterprises for electronic storage for the period of the grant.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS ACCEPTING THE AWARD FOR FUNDING UNDER THE WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS BODY-WORN CAMERA GRANT APPLICATION FOR FY2024 FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2023-803 dated November 21, 2023, the Board of Benton County Commissioners authorized the Benton County Sheriff's Office (BCSO) to submit an application for funding under the Washington Association of Sheriffs and Police Chiefs (WASPC) FY2024 Body-Worn Camera Grant application in the amount of $37,875.38 to reimburse the County for 50% of the Records Sergeant's salary, 25% of a Records Clerk's salary and an annual fee for additional licenses from Axon Enterprises for electronic storage for the period of the grant; and

WHEREAS, BCSO received notification that they have been awarded funding in the amount of $3,709.42 to fund the cost of the additional Axon Licenses; and

WHEREAS, BCSO reviewed the award letter and the requirements and recommend the Board of Benton County Commissioners accept the grant award in the amount of $3,709.42; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the recommendation and hereby accepts the grant award from Washington Association of Sheriffs and Police Chiefs in the amount of $3,709.42 to fund the cost of the additional Axon Licenses; and

BE IT FURTHER RESOLVED, invoices shall be submitted to WASPC no later than July 15, 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: Sheriff's Office
cc: Auditor

Prepared by: C. Glasscock

DocuSign Envelope ID: 6D56BF21-B6BE-4897-B4CD-A0E4E358E519

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS
INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS

BODY-WORN CAMERA GRANT PROGRAM FY 2024

OVERVIEW:

The Washington State Legislature, via budget proviso in the 2023 Legislative Session (see ESSB 5187), allocated $1,600,000 to the Washington Association of Sheriffs and Police Chiefs (WASPC) for 2023-2025 biennium, for a body-worn camera grant program in order to assist law enforcement agencies to establish and expand body-worn camera programs. The funds are to be distributed to local law enforcement agencies to fund the following:

- the initial purchase, maintenance, and replacement of body-worn cameras;
- ongoing costs related to the maintenance and storage of data recorded by body-worn cameras;
- costs associated with public records requests for body-worn camera footage; and/or
- hiring of personnel necessary to operate a body-worn camera program.

AGREEMENT:

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **BENTON COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the RECIPIENT).

Award Recipient Name and Address: Benton County Sheriff's Office 7122 W Okanogan Pl Kennewick, WA 99336	**Agency Contact:** **Title:** Charles Glasscock **Email:** charles.glasscock@co.benton.wa.us **Phone:** (509) 735-6555 ext. 3439
Project Title: Body-Worn Camera Grant Program 2023	**Funding Cycle:** January 1, 2024—June 30, 2024
Agreement No: BWC-24-05	**Funding Authority:** WA Association of Sheriffs and Police Chiefs
Grant Award: $3,709.42	**Service Area:** Benton County

The WASPC point of contact for the Body-Worn Camera Grant Program is Sydney Hansen, Program Coordinator, 360-486-2402 or shansen@waspc.org.

FUNDING SOURCE:

Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. These are state funds allocated by the Washington State Legislature. Funding awarded the RECIPIENT shall not exceed the amount shown above.

DocuSign Envelope ID: 6D56BF21-B6BE-4897-B4CD-A0E4E358E519

SCOPE OF WORK:

Grant recipient shall:

- Use agency procurement procedures for up to $3,709.42 for the purchase of additional AXON licenses required to process public records requests.

DATA COLLECTION AND REPORTING:

The Body-Worn Camera Grant Report form (link below) shall be completed by July 15, 2024.

https://waspc.formstack.com/forms/2023_waspc_bwc_grant_application_report

INVOICES FOR REIMBURSEMENT:

Requests for reimbursement shall be submitted included in the BWC Grant Report and must include a completed and signed A-19 and any applicable receipts. Requests for reimbursement shall be submitted by July 15, 2024.

SIGNATURE:

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

For WASPC		**For RECIPIENT**	
Name:	Kim Goodman	Name:	Tom Croskrey
Title:	Chief of Staff	Title:	Sheriff
Agency:	Washington Association of Sheriffs & Police Chiefs	Agency:	Benton County Sheriff's Office
Date:	1/30/2024	Date:	
Signature:	DocuSigned by: Kim Goodman 266109CCD4184E5...	Signature:	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	2023 Federal Equitable Sharing Agreement Certification
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Jon Law, Undersheriff

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 participates in the Equitable Sharing Agreement with the federal government for the use of federally forfeited cash, property proceeds, and any interest earned thereon, which are equitably shared with the participating law enforcement agencies. Pursuant to this agreement the Benton County Sheriff's Office is required to submit yearly the Equitable Sharing Agreement and Certification.

The yearly Equitable Sharing Agreement and Certification must be signed by the Benton County Sheriff and the Chairman of the Board of Benton County Commissioners.

Fiscal Impact

N/A

Recommendation

Approve the attached Resolution and authorize the Chairman of the Board or the Chairman Pro-Tem of Benton County Commissioners to sign on behalf of the Board, the Federal Equitable Sharing Agreement and Certification Report for 2023.

Suggested Motion

Approve as part of Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OR CHAIRMAN PRO-TEM OF THE BOARD TO SIGN THE 2023 FEDERAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION REPORT.

WHEREAS, the Benton County Sheriff's Office participates in the Federal Equitable Sharing Agreement with the federal government for the use of federally forfeited cash, property proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies; and

WHEREAS, pursuant to this agreement the Benton County Sheriff's Office is required to submit yearly the Federal Annual Certification Report; and

WHEREAS, the annual Equitable Sharing Agreement and Certification Report must be signed by the Benton County Sheriff and the Chairman or Chairman Pro-Tem of the Board of Benton County Commissioners; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners that the Chairman of the Board of Benton County Commissioners is authorized to sign on behalf of the Board, the Federal Equitable Sharing Agreement and Certification Report for 2023.

Dated this_____ day of _____, 2024.

_____
Chairman

_____
Chairman Pro-Tem

_____
Commissioner

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor

Prepared by: Katie Gillies

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: WA0030000
Agency Name: Benton County Sheriff's Office **Type:** Sheriff's Office
Mailing Address: 7122 W. Okanogan Place #A120
Kennewick, WA 99336

Agency Finance Contact
Name: Gillies, Katie L
Phone: 509-735-6555 x 3273 **Email:** katie.gillies@co.benton.wa.us

Jurisdiction Finance Contact
Name: Rayce Miller
Phone: 509-786-5620 **Email:** Rayce.Miller@co.benton.wa.us

ESAC Preparer
Name: Gillies, Katie L
Phone: 509-735-6555 x 3273 **Email:** katie.gillies@co.benton.wa.us

FY End Date: 12/31/2023 **Agency FY 2024 Budget:** $18,080,506.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$53,670.16	$0.00
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$0.00	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$36,942.14	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$16,728.02	$0.00

[1] Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$36,942.14	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$36,942.14	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Pat McCarthy
Company: Office of the Washington State Auditor
Phone: (564) 999-0950 **Email:** Pat.McCarthy@sao.wa.gov

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 980990

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Croskrey, Thomas
Title: Benton County Sheriff
Email: Tom.Croskrey@co.benton.wa.us

Signature:  Date: 2/7/2024

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Jerome Delvin
Title: Chairman of the Board
Email: jerome.delvin@co.benton.wa.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2/27/2024
Subject:	FY2023 Department of Commerce Law Enforcement Pursuit Technology Grant Program Contract
Presenter:	Katie Gillies & Lt. Michael Clark
Prepared By:	Katie Gillies, CFO
Reviewed By:	Michael Clark, Lieutenant

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

Washington State Department of Commerce would like to contract with Benton County Sheriff's Office for the Law Enforcement Vehicle Pursuit Technology Grant.

The Department of Commerce was seeking applications from law enforcement agencies that are interested in a project to provide law enforcement with modern vehicle pursuit management technology, including, but not limited to, global positioning system tracking equipment, automated license plate reading technology, aircraft, and nonarmed and nonarmored drone technology.

The Benton County Sheriff's Office submitted an application for funding under the Department of Commerce Law Enforcement Pursuit Technology Grant Program for FY2023 in the amount of $100,000 including W.S.S.T and was selected to be awarded the full amount.

The Washington State Department of Commerce requires the contract be submitted digitally and requires a digital signature.

Fiscal Impact

This is a reimbursable grant, with no cash match requirements and the Sheriff's Office Investigative fund will be used for revenue and expenditures.

Recommendation

The Board of Benton County Commissioners approve the contract between the Benton County Sheriff's Office and the Washington State Department of Commerce for the Law Enforcement Pursuit Technology Grant in the amount of $100,000.00.

Suggested Motion

The Benton County Sheriff be, and hereby is, authorized to digitally sign, on behalf of Benton County, the Law Enforcement Pursuit Technology Grant between Benton County Sheriff's Office and Washington Department of Commerce

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING CONTRACT NUMBER S24-34444-003 LAW ENFORCEMENT VEHICLE PURSUIT TECHNOLOGY GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, OFFICE OF FIREARM SAFETY AND VIOLENCE PREVENTION, COMMUNITY SAFETY UNIT AND BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Washington State Department of Commerce would like to contract with the Benton County Sheriff's Office for the Law Enforcement Vehicle Pursuit Technology Grant; and

WHEREAS, the Department of Commerce was seeking applications from law enforcement agencies that are interested in a project to provide law enforcement with modern vehicle pursuit management technology, including, but not limited to, global positioning system tracking equipment, automated license plate reading technology, aircraft, and nonarmed and nonarmored drone technology; and

WHEREAS, the Benton County Sheriff's Office submitted an application for funding under the Department of Commerce Law Enforcement Pursuit Technology Grant Program for FY2023 in the amount of $100,000 including W.S.S.T and was selected to be awarded the full amount; and

WHEREAS, the Washington State Department of Commerce required the contract be submitted digitally and requires a digital signature; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners approves the contract between the Benton County Sheriff's Office and the Washington State Department of Commerce for the Law Enforcement Pursuit Technology Grant in the amount of $100,000.00; and

BE IT FURTHER RESOLVED, that the Benton County Sheriff be, and hereby is, authorized to digitally sign, on behalf of Benton County, the Law Enforcement Pursuit Technology Grant between Benton County Sheriff's Office and Washington Department of Commerce; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on January 1, 2024 and ends on June 30, 2024.

Dated this ___ day of _____, 20___

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
cc: Auditor

K. Gillies

Interagency Agreement with

Benton County Sheriff's Office

through

Law Enforcement Vehicle Pursuit Technology Grant Program

Contract Number:
S24-34444-003

For

As a result of RFP S24-34444-001 Benton County Sheriff's Office will purchase equipment and technology that will assist local law enforcement in vehicle pursuit mitigation

Dated: Wednesday, January 24, 2024

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Face Sheet

Contract Number: S24-34444-003

Washington State Department of Commerce
Community Services Division
Community Safety Unit
Law Enforcement Vehicle Pursuit Technology Grant Program

1. Contractor Benton County Sheriff's Office 620 Market St Prosser, WA 99350	**2. Contractor Doing Business As (as applicable)**
3. Contractor Representative Katie Gillies Project Contact 509-735-6555 Katie.gillies@co.benton.wa.us	**4. COMMERCE Representative** Kaitlin Jones Program Manager 509-638-6454 Kaitlin.jones@commerce.wa.gov 1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$100,000	**Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	January 24, 2024	June 30, 2024

9. Federal Funds (as applicable)	**Federal Agency:**	**ALN**
N/A	N/A	N/A

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. UEI #**
91-6001296	SWV0000322-11	035-000-971	HG29NCPLDG56

14. Contract Purpose
As a result of RFP S24-34444-001 Benton County Sheriff's Office will purchase equipment and technology that will assist local law enforcement in vehicle pursuit mitigation.

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting.

FOR CONTRACTOR	**FOR COMMERCE**
Tom Croskrey, Benton County Sheriff	Cindy Guertin-Anderson, Assistant Director
Signature	Date
Date	**APPROVED AS TO FORM ONLY** **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Approve as to form
Jeffrey Aultman, DPA

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed $100,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES
Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed $100,000, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of reports submitted **and** receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contract Management System. Reports must be submitted prior to submitting invoices.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number S24-34444-003. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement. All purchases and receipts must be dated within the fiscal year (ending June 30, 2024).

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.
The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract 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

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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 resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

This funding will be provided solely to the Benton County Sheriff's Office for the purpose of purchasing the following modern vehicle pursuit management technology:

- 5 automated license plate readers (ALPR's) and Flock Subscription
- 3 DJI – Matrice 30T with Shield Basic Drones
- Drone accessories:
    - 24 DJI – Matrice 30 Series TB30 Intelligent Flight Batteries
    - 3 DJI – RC Plus
    - DJI – RC Plus Strap Bracket Kit
    - 3 Nanuk Cases 965 with foam for DJI Matrice 30 Series – Black
    - 6 DJI – WB37 Intelligent Battery
    - Equipment to equip 3 vehicles with UAS operating equipment
- Clearview Facial Recognition Technology (FRT) software for 5 users.

The technology will be used in accordance with data-sharing, management policies, and training requirements for those who have access to the vehicle pursuit technology and data.

This technology will assist local law enforcement patrol activities including, but not limited to, vehicle pursuit mitigation.

Attachment B: Budget

The Budget for the award period of January 24, 2024 through June 30, 2024 is $100,000.

The contractor may shift up to 10% of the total award between budget categories or functions without further approval provided that the shift will not cause a major change to the Scope of Work or shift costs between fiscal years. Please see table below.

Program Budget
January 24, 2024 - June 30, 2024

Agency Name:	**Benton County Sheriff's Office**
Program Name:	**Law Enforcement Pursuit Technology Grant Program**
Contract Number:	S24-34444-003

Item	Amount by Fund Source: COMMERCE Funding	Other Fund Source	Other Fund Source	Other Fund Source	Total Project
PERSONNEL SERVICES					
Salaries (Full- & Part-Time)	$ -	$ -	$ -	$ -	$ -
Personnel Benefits	$ -	$ -	$ -	$ -	$ -
SUBTOTAL - PERSONNEL SERVICES	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
GOODS & SERVICES					
Office Supplies	$ -	$ -	$ -	$ -	$ -
Operating Supplies[2]	$ -	$ -	$ -	$ -	$ -
Equipment[3]	$ 60,000.00	$ -	$ -	$ -	$ 60,000.00
Consultant and Subcontracted services[4]	$ -	$ -	$ -	$ -	$ -
Automobile Expense	$ -	$ -	$ -	$ -	$ -
Printing & Duplicating	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -
Rentals - Buildings	$ -	$ -	$ -	$ -	$ -
Rentals - Equipment	$ -	$ -	$ -	$ -	$ -
SUBTOTAL - GOODS & SERVICES	**$ 60,000.00**	**$ -**	**$ -**	**$ -**	**$ 60,000.00**
Travel	$ -	$ -	$ -	$ -	$ -
Training	$ -	$ -	$ -	$ -	$ -
Other Misc. Expenses[5]	$ 40,000.00	$ -	$ -	$ -	$ 40,000.00
Indirect & Administration Costs[6]	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENDITURES	**$ 100,000.00**	**$ -**	**$ -**	**$ -**	**$ 100,000.00**

[1] Identify specific funding sources included under the "Other" column(s) above:

	$ -
	$ -
	$ -
	$ -
Total	**$ -**

[2] Operating Supplies - Itemize below:

	$
	$
	$
	$
Total	**$ -**

[3] Equipment - Itemize below:

Drones - qty 3	$ 50,000.00
Drone Vehicle Storage boxes - qty 2-3	$ 10,000.00
	$
	$
Total	**$ 60,000.00**

[4] Consultant and Subcontracted Services - Itemize below:

	$ -
	$ -
	$
	$
Total	**$ -**

[5] Other Miscellaneous Expenses - Itemize below:

Clearview software subscription	$ 10,000.00
FLOCK annual Subscription	$ 30,000.00
	$
	$
Total	**$ 40,000.00**

[6] Indirect Administration Costs - Itemize below:

	$
	$
	$
	$
Total	**$ -**

Attachment C: Reporting

Reports will be required on a quarterly basis. Commerce quarterly reporting is based upon the calendar year: there are two quarters within this contract: January 2024 – March 2024, and April 2024 – June 2024. The first report is due on April 20th 2024. The report must be completed prior to submitting that quarter's invoice within Secure Access Washington. The second and final report is due on July 20th, 2024.

Reports shall include:

- Status of the purchase, receipt, installation, and implementation/utilization of the equipment/technology.
- The number of all cases in which the equipment/technology was utilized.
- The outcome of all cases in which the equipment/technology was utilized.
- The number of vehicle pursuits that occurred.
- The number of vehicle pursuits in which the equipment/technology was utilized.
- The outcome of vehicle pursuits in which the equipment/technology was utilized.
- Any other statistics the agency may have that that directly relates to the equipment/technology and its outcomes.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2/27/24
Subject:	LIT – Two New Legal Secretary III Positions
Presenter:	Charlie Dow
Prepared By:	Denise Gerry
Reviewed By:	Charlie 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

With an increase of in-house staff attorneys has come an increased need for support staff positions. The line item transfer will make the salary of these new positions budget neutral for the remainder of 2024, as well as for the upcoming budget cycle, 2025-2026. The 2025-2026 baseline for 5159400.54102 will be decreased by $357,060 to remain budget neutral. Positions are Legal Secretary III, Grade 5 Courthouse union. The positions are current classifications.

Fiscal Impact

Current Expense – Transfer of funds from 5159190.51463 – Superior Court Indigent Defense - $165,584

Recommendation

Approve LIT as proposed.

Suggested Motion

Approve LIT.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN FUND NUMBER 0010, DEPARTMENT NUMBER 136

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

_____
Chairman Pro Tem

_____
Commissioner

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: C Dow

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense Dept Nbr: 136

Fund Name: General Fund Fund Nbr: 0010

TRANSFER FROM: / TRANSFER TO:

BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (7 digit)	LINE ITEM (5 digit)	LINE ITEM NAME	AMOUNT
5159190	54163	Superior Court Indigent Defense	$165,584	5159100	51694	Legal Secretary III	$58,128
				5159100	51717	Legal Secretary III	$58,128
				5159100	52102	Social Security	$8,894
				5159100	52103	Medical Insurance	$28,100
				5159100	52104	Retirement	$12,080
				5159100	52119	Paid Family Leave Act	$254
TOTAL			$165,584	TOTAL			$165,584

Explanation:

With an increase of in-house staff attorneys has come an increase need for support staff positions. The line item transfer will make the salary of these new positions budget neutral for the remainder of 2024, as well as for the upcoming budget cycle, 2025-2026. The 2025-2026 baseline for 5159400.54102 will be decreased by $357,060 to remain budget neutral. Positions are Legal Secretary III, Grade 5 Courthouse union. The positions are current classifications.

Prepared by: C Dow Date:

Approved ❑ Denied ❑ Date: _____

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Shoreline Planning Competitive Agreement with the Department of Ecology
Presenter:	Greg Wendt, Director Community Development Department
Prepared By:	Greg Wendt, Director Community Development Department
Reviewed By:	

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

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

Summary / Background Information

To improve and protect the state shoreline areas, Washington State Legislature passed the Shoreline Management Act in 1971 (RCW 90.58) which was later adopted in 1972 by referendum vote. Benton County's adopted Shoreline Master Program (SMP) was updated on February 3, 2022. Benton County is required to meet the state policy objectives of RCW 90.58 to ensure the County's shoreline development regulations meet the standard of no net loss of ecological function in the shoreline, monitor the ecological functions of the SMPs, and identify a process to periodically evaluate the cumulative effects of authorized development on shoreline conditions.

The Planning Division has secured grant funding (Shoreline Planning Competitive Agreement) from the Washington State Department of Ecology in the amount of $145,000, effective February 1, 2024 through June 30, 2025 to be appropriated in the 2023-2024 Biennium and the 2025-2026 Biennium, to assist the County in the development of a SMP user guide and framework and implementation strategy to monitor and adaptively manage the ecological functions of shorelines regulated by the County's Shoreline Master Program.

The attached Shoreline Planning Competitive Agreement No. SEASPC-2325-BeCOPD-00030 between the State of Washington Department of Ecology and Benton County describes the scope of work, tasks, activities, and timeline for the completion of the project.

The scope of work generally includes:

1. The development of a Shoreline Master Program (SMP) User Guide to have a summary, visually appealing and easy to understand guide, to use in communications with applicants and the public.

2. Tracking, Monitoring and Adaptative Management (TM&AM) framework. The purpose of this portion of the project is to create an action-ready Implementation Plan that will allow the county to successfully monitor permit implementation and assess the development and associated effects on shoreline conditions over time.

3. The TM&AM will use a cloud-based environment (ArcGIS Online) to track information and assimilate publicly available data that can serve as indicators of shoreline ecological function.

The County currently conducts its own project-specific compliance monitoring and has been collecting data on shoreline permits since the 2015 SMP Comprehensive Update and 2021 Periodic SMP Update. While the County has conducted some exploratory analysis, it lacks a framework with specific methods to track and monitor no-net loss (NNL). This project would develop a formal process for analyzing and reporting information relevant to the ecological functions and help the County meet the requirement of RCW 90.58.

Legal Review

Ecology was very inflexible with respect to the County's requested revisions to contract terminology. Ultimately, Ecology refused to insert project milestone/due dates into the agreement on pp. 7-8, 10 and 12 and expressed desire to rely on due dates set forth in a separate written document not part of the agreement. The agreement also contains a 10% limit on reimbursement for "indirect costs", but Ecology refused our legal counsel's request to include language to identify what is considered "indirect costs". Lastly, Ecology informed Greg Wendt that because no federal funds were involved, the GENERAL FEDERAL CONDITIONS set forth on pp. 14-16 did not apply to the agreement, but Ecology refused to remove those provisions.

As a result of the above, the PA's Office does not feel comfortable approving the agreement as to form. Ryan Brown is available to discuss these issues if the Board would like to have more information.

Fiscal Impact

This is a non-match grant, so the County does not have to provide funds, however, planning staff time will be needed. The Funding Distribution Summary for the SMP Planning Competitive Grant process is shown on page 14 of the attached agreement. The Planning Department will be working with the Finance and Budget personnel to develop a final budget to be brought before the Board. Grant funds are awarded on a reimbursable basis, so a supplement to the Planning Department budget will be required. The County initially pays project costs as they incur. Invoicing to Ecology is usually by quarter, but not more often than once a month.

Recommendation

It is recommended by the Planning Division that the Board of County Commissioners approve the Shoreline Planning Competitive Agreement with the Department of Ecology to develop a SMP User Guide and a Tracking, Monitoring & Adaptive Management Framework to meet the requirements of RCW 90.58.

Suggested Motion

The Board of County Commissioners approve the Shoreline Planning Competitive Agreement with the Department of Ecology to develop a SMP User Guide and a Tracking, Monitoring & Adaptive Management Framework to meet the requirements of RCW 90.58 and hereby authorizes Greg Wendt, Director of Community Development to sign said agreement on behalf of the County.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING: SHORELINE PLANNING COMPETITIVE AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY TO IMPLEMENT THE BENTON COUNTY SHORELINE MASTER PROGRAM.

WHEREAS, the Washington State Legislature passed the Shoreline Management Act in 1971 (RCW 90.58), and the Act was adopted by referendum vote in 1972; and,

WHEREAS, Benton County's current Shoreline Master Program (SMP) was adopted on February 16, 2015; and,

WHEREAS, Benton County and the Department of Ecology share joint authority and responsibility for the administration of the Benton County SMP; and,

WHEREAS, RCW 90.58 requires Benton County to ensure the County's shoreline development regulations meet the standard of no net loss of ecological function, monitor the ecological functions of the SMPs, and identify a process to periodically evaluate the cumulative effects of authorized development on shoreline conditions;

WHEREAS, the Benton County Planning Division has secured grant funding (Shoreline Planning Competitive Agreement) with the Washington State Department of Ecology in the amount of $145,000, effective February 1, 2024 through June 30, 2025 to be appropriated in the 2023-2024 Biennium and the 2025-2026 Biennium to assist the County with the development of a Shoreline Master Program User Guide and Tracking, Monitoring and Adaptive Management (TM&AM) framework which includes the use of a cloud-based environment (ArcGIS Online) to track shoreline information; **NOW THEREFORE**,

BE IT RESOLVED, that upon entering into an agreement with the Washington State Department of Ecology, Benton County will receive the allocated state grant funding necessary to complete the project and further the implementation of the County's Shoreline Management Plan; and,

BE IT FURTHER RESOLVED, that the Board approves the Agreement No. No. SEASPC-2325-BeCOPD-00030 between Benton County and the Department of Ecology in the amount of

$145,000.00 effective February 1, 2024 through June 30, 2025 and the contract shall be fully executed upon signature of both parties.

Dated this 27th day of February 2024.

Jerome Delvin, Chairman of the Board

Micheal Alvarez, Chairman Pro Tem

Will McKay, Commissioner

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW

PLN, BOCC, PA

Agreement No. SEASPC-2325-BeCOPD-00030

SHORELANDS SHORELINE PLANNING COMPETITIVE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

BENTON COUNTY-PLANNING DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Benton County-Planning Department, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	SMP User Guide & Tracking, Monitoring & Adaptive Mgmt. Framework
Total Cost:	$145,000.00
Total Eligible Cost:	$145,000.00
Ecology Share:	$145,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	02/01/2024
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning

Project Short Description:

Benton County Planning Department (RECIPIENT) will develop a Shoreline Master Program (SMP) User Guide and Tracking, Monitoring & Adaptive Management (TM&AM) Framework and Implementation Plan. The project will provide the public with a better understanding of shoreline development regulations, improve shoreline permit implementation monitoring processes, and establish an approach for the periodic analysis of permit data for compliance with no net loss (NNL) of shoreline ecological functions.

Project Long Description:

Shoreline jurisdiction in Benton County comprises several miles of stream shoreline and shoreland along the Columbia and Yakima Rivers. The County's SMP provides only limited planning to ensure NNL of ecologic function. The overarching goal of this project has three parts: 1) develop a Public Participation and Stakeholder Engagement Plan; 2) develop an SMP User Guide; and 3) develop a formal ecological functions Tracking, Monitoring & Adaptive

Management (TM&AM) Framework and Implementation Plan. The RECIPIENT will hire consultant(s) services to help with the project.

The RECIPIENT will prepare a Public Participation and Stakeholder Engagement Plan (Plan). The goal of the Plan will be to foster early and continual public participation and stakeholder outreach in the creation of the SMP User Guide and the TM&AM Framework planning process.

The RECIPIENT will prepare an SMP User Guide that explains some of the commonly used and complex SMP provisions in a way that is easier for the general public to understand. The document will include illustrations, diagrams, and flowcharts that shoreline property owners, potential purchasers of shoreline properties, real estate agents, and professionals (such as contractors and consultants) working on development applications within shoreline jurisdiction can use. Early stakeholder outreach and consultation will result in a user-friendly SMP User Guide.

The purpose of the TM&AM Framework and Implementation Plan is to ensure that 1) shoreline development regulations meet the standard of NNL of ecological function in the shoreline required by the Shoreline Management Act (SMA); and 2) the County is in compliance with WACs 173-26-201(2)(b) and 173-26-191(2)(a)(iii)(D) to monitor permits and identify a process to periodically evaluate the cumulative effects of authorized development on shoreline conditions. The Framework will include a methodology and practice for monitoring shoreline ecological functions in the County. Using information from shoreline permits and exemptions in the analysis will allow for analysis of effect of authorized development on Benton County shorelines on ecological functions.

The County currently conducts its own project-specific compliance monitoring and has been collecting data on shoreline permits since the 2015 SMP Comprehensive Update and 2021 SMP Periodic Update. While the County has conducted some exploratory analysis, it lacks a framework with specific methods to track and monitor NNL. The RECIPIENT will develop a formal process for analyzing and reporting information relevant to the ecological functions of the County's shorelines.

As part of this project, the RECIPIENT will 1) document current permit implementation monitoring processes; 2) identify areas for process and procedural improvements; 3) establish methods for cumulative analysis, evaluation, and reporting, which may include additional supplemental data such as ecological analysis and aerial imagery detailed in an approved Quality Assurance Project Plan (QAPP); 4) test the methods using the new implementation approach created from areas previously identified in need of improvement; and 5) summarize what it learns about the cumulative effects of authorized development on shoreline conditions and how effectively the SMP is being implemented through the permit process.

Overall Goal:

The overarching goal of this project has two parts: 1) to create an SMP User Guide that clarifies and interprets SMP requirements for common types of shoreline use and development projects and streamlines implementation of the SMP by improving application submittals; and 2) to improve the current shoreline permit implementation monitoring processes in Benton County and establish an approach for the periodic consolidation, analysis, and evaluation of permit implementation data that may consequently affect shoreline functions.

RECIPIENT INFORMATION

Organization Name: Benton County-Planning Department

Federal Tax ID: 91-6001296
UEI Number: G1PDD2EWFGD8

Mailing Address: 102206 E Wiser Parkway
Kennewick, WA 99338

Organization Email: greg.wendt@co.benton.wa.us

Contacts

Project Manager	Michelle Mercer Planning Manager 102206 E Wiser Parkway Kennewick, Washington 99338 Email: michelle.mercer@co.benton.wa.us Phone: (509) 786-5612
Billing Contact	Donna Hutchinson Rural Water Supply Coordinator 102206 E Wiser Parkway Kennewick, Washington 99338 Email: donna.hutchinson@co.benton.wa.us Phone: (509) 786-5612
Authorized Signatory	Greg Wendt Director of Community Development 102206 E. Wiser Parkway Kennewick, Washington 99338 Email: greg.wendt@co.benton.wa.us Phone: (509) 786-5612

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Chelsea Wilson 1250 W Alder St. Union Gap, Washington 98903-0009 Email: cheb461@ecy.wa.gov Phone: (509) 571-4155
Financial Manager	Amy Krause Fund Coordinator and Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 742-7789

DRAFT

SCOPE OF WORK

Task Number: 1 **Task Cost:** $7,000.00

Task Title: 1. Project Administration / Management

Task Description:
The RECIPIENT shall provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, administration and management.

A. The RECIPIENT shall coordinate with ECOLOGY throughout the project. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:
Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:
Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Greg Wendt

1. Project Administration / Management

Deliverables

Number	Description	Due Date
1.1	Payment Request / Progress Report (PRPR)	
1.2	Recipient Close Out Report (RCOR)	06/30/2025

SCOPE OF WORK

Task Number: 2 **Task Cost:** $40,000.00

Task Title: 2. Public Participation and Stakeholder Eng. Plan

Task Description:
A. The RECIPIENT will hire a consultant(s) to develop a Shoreline Master Program (SMP) User Guide (Task 3) and Tracking, Monitoring & Adaptive Management (TM&AM) Framework and Implementation Plan (Task 4). RECIPIENT will secure services in accordance with the RECIPIENT or State of Washington procurement procedures. The RECIPIENT will enter into a contract with the selected consultant(s) and prepare a contract in accordance with the scope of work in this agreement. The RECIPIENT will upload a copy of the signed contract in EAGL and notify the ECOLOGY Project Manager.

B. The RECIPIENT will prepare a Public Participation and Stakeholder Engagement Plan (Plan). The goal of the Plan will be to foster early and continual public participation in the SMP User Guide and TM&AM Framework planning process. The Plan will identify a stakeholder group that is diverse and inclusive of those with interest in the SMP User Guide and TM&AM Framework.

C. The RECIPIENT will conduct initial outreach to stakeholders identified in the Plan. The RECIPIENT will use outreach methods such as email, mailings, newspaper listings, and social media. The purpose of this initial outreach will be to raise awareness of the project and indicate opportunities for stakeholder involvement.

For any publications or education and outreach materials, the RECIPIENT will follow ECOLOGY's requirements in the following sections of the Agreement General Terms and Conditions: 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY, and 19. PRESENTATION AND PROMOTIONAL MATERIALS. For more information, see the Agreement General Terms and Conditions.
For communications and materials, the RECIPIENT will acknowledge that funding was provided by ECOLOGY. The ECOLOGY Project Manager can provide a copy of ECOLOGY's logo.

The RECIPIENT will provide a copy of education and outreach materials to the ECOLOGY Project Manager for review prior to distribution.

Task Goal Statement:
To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

To prepare a Public Participation and Stakeholder Engagement Plan that identifies a diverse and inclusive group of stakeholders with interest in the SMP User Guide and TM&AM Framework.

To inform stakeholders and community members about the progress of the SMP User Guide and TM&AM Framework and to seek their feedback.

To incorporate stakeholder and community feedback into the final SMP User Guide and TM&AM Framework.

To educate the public about the existing and newer SMP requirements and the SMA in general -what it means for public access, NNL, permitting approach. etc. Conduct more targeted outreach to the underserved, less represented parts of the

communities, including our listening sessions and communications.

Task Expected Outcome:
Signed consultant contract(s).

A Public Participation and Stakeholder Engagement Plan that is based on existing resources and best practices for stakeholder and community engagement.

Public participation throughout the planning process, at points in time identified in the Public Participation and Stakeholder Engagement Plan.

Community support and buy-in for the SMP User Guide and TM&AM Framework by bringing together an inclusive and diverse group of stakeholders.

Increase public understanding and encourage shoreline property owners to voluntarily take steps to better protect and enhance shoreline buffers on their property.

Recipient Task Coordinator: Greg Wendt

2. Public Participation and Stakeholder Eng. Plan

Deliverables

Number	Description	Due Date
2.1	Copy of signed consultant contract. Upload to EAGL and notify ECOLOGY Project Manager.	
2.2	Draft Public Participation and Stakeholder Engagement Plan. Upload to EAGL and notify ECOLOGY Project Manager.	
2.3	Final Public Participation and Stakeholder Engagement Plan. Upload to EAGL and notify ECOLOGY Project Manager.	
2.4	Copy of initial outreach material(s). Submit to ECOLOGY Project Manager for review prior to distribution. Include names of stakeholders/ organizations, dates contacted, and nature of outreach. Upload to EAGL and notify ECOLOGY Project Manager.	
2.5	Community engagement event agenda(s) and attendance log(s). Upload to EAGL and notify ECOLOGY Project Manager.	
2.6	Summary of community engagement event outcomes. Upload to EAGL and notify ECOLOGY Project Manager.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $8,000.00

Task Title: 3. SMP User Guide

Task Description:
The RECIPIENT will incorporate information collected during outreach (Task 2) and search existing user guides for concepts that would be appropriate for inclusion, then organize content and revise the text, and finally create an initial draft of the SMP User Guide. The User Guide will include graphics to illustrate requirements, options, and scenarios.

The RECIPIENT will create the final version of the SMP User Guide. The final version will be published and made available both as a hard copy and online.

Task Goal Statement:
To increase public understanding of shoreline development regulations by creating an SMP User Guide.

Task Expected Outcome:
Produce a User Guide which will enable local professionals to provide better guidance to potential shoreline applicants and minimize confusion over SMP implementation and permitting processes.

The SMP User Guide document is to support more broadly the outreach, communications and understanding of SMP/SMA requirements, standards and processes for both potential permit recipients as well as the broader public as the County implements their SMP.

Recipient Task Coordinator: Greg Wendt

3. SMP User Guide

Deliverables

Number	Description	Due Date
3.1	Draft SMP User Guide. Upload to EAGL and notify ECOLOGY Project Manager.	
3.2	Final SMP User Guide. Upload to EAGL and notify ECOLOGY Project Manager.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $40,000.00

Task Title: 4. Tracking Monitoring & Adaptive Mgmt. Framework

Task Description:
A. The RECIPIENT will meet the requirements in the General Terms and Conditions Section 12. ENVIRONMENTAL DATA STANDARDS for a Quality Assurance Project Plan (QAPP).

The RECIPIENT will:
1. Provide ECOLOGY a draft QAPP, based on ECOLOGY's determination of the level of detail needed.
2. Revise the QAPP to reflect Ecology's comments (iterative rounds as needed).
3. Finalize the QAPP for ECOLOGY approval.

B. The RECIPIENT will develop the TM&AM Framework based on the specific processes, methods, data protocols, and tools identified in the approved QAPP. The development of the TM&AM Framework will occur in coordination with the stakeholders, County planning staff, and ECOLOGY staff guidance (Task 2). The Framework will clearly lay out the means and methods of data collection and analysis. Data monitored and analyzed will include information on development in the shoreline jurisdiction under shoreline permits and exemptions, information on restoration projects conducted in the shoreline jurisdiction, and indicators of shoreline ecological function.

The RECIPIENT will:

1. Review shoreline authorizations issued since adoption of the 2015 Comprehensive Update (or as directed by the QAPP) to determine (1) whether the County is following up on mitigation required by permits to ensure that the mitigation is installed, monitored, and maintained; and (2) whether the County is issuing permits consistent with SMP provisions to ensure NNL of shoreline ecological functions. Review mitigation monitoring reports since adoption of the 2015 Comprehensive Update. Data collection will allow the RECIPIENT to prepare a memorandum that summarizes findings and recommendations for the development of a program to track permits and their associated mitigation and monitoring reports.

2. Create a permit monitoring database for tracking permit implementation data. The database will include permits, exemptions, mitigation plans, and monitoring reports. Prepare recommendations for updating Benton County's development application forms to collect information on development impacts and mitigation. The updated forms will streamline the tracking process. Recommendations will be incorporated into the TM&AM Implementation Report.

3. Establish detailed methods for completing shoreline cumulative effects analysis, evaluation, and reporting with results directly correlated to shoreline authorizations tracking results.

4. Make presentations on the draft Framework and make copies of the Framework available for review and comment by Tribes, the community, and other stakeholders through the initial outreach in Task 2 prior to finalization of the Framework.

Task Goal Statement:
To develop a QAPP that describes the objectives of the study and the procedures to be followed to achieve those objectives.
To ensure the RECIPIENT is utilizing appropriate quality assurance methodology in the project's scientific practices.

To develop an understanding of SMP implementation and whether improvements to the permitting system or SMP amendments are needed.

To develop an understanding of the current system's effectiveness at ensuring mitigation success.

To improve future monitoring efforts and outcomes by developing a permit monitoring database and to evaluate whether detailed methods for completing shoreline cumulative effects analysis correlated to shoreline authorizations will be helpful to inform future adaptive management needs.

Task Expected Outcome:
An ECOLOGY-approved QAPP.

A database or Excel worksheet for tracking permits, mitigation requirements, and monitoring performance. Department head and other decision makers have the information needed to understand SMP implementation and to take action on permit system improvements, if necessary.

A TM&AM Framework for use in future analysis of SMP implementation and shoreline NNL.

Recipient Task Coordinator: Greg Wendt

4. Tracking Monitoring & Adaptive Mgmt. Framework

Deliverables

Number	Description	Due Date
4.1	An ECOLOGY-approved QAPP. Upload to EAGL and notify ECOLOGY Project Manager.	
4.2	Draft TM&AM Framework with a summary of stakeholder outreach group feedback. Upload to EAGL and notify ECOLOGY Project Manager.	
4.3	Final TM&AM Framework. Upload to EAGL and notify ECOLOGY Project Manager.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** $50,000.00

Task Title: 5. Initial implementation of the TM&AM

Task Description:

A. The RECIPIENT will develop an Implementation Plan in accordance with the measures outlined in the QAPP that includes the specific processes, methods, data protocols, and tools needed for the periodic evaluation of cumulative effects of authorized development on shoreline conditions. The Implementation Plan will be consistent with the Final TM&AM Framework. All drafts and the final Implementation Plan will be uploaded to EAGL.

B. In developing the Implementation Plan, the RECIPIENT will review existing permit implementation data and existing relevant SMP documents. Work will involve researching what other jurisdictions have done, interviewing RECIPIENT staff involved with the implementation and analysis, and researching available tools.

C. If necessary, the RECIPIENT will develop a tool, or modify existing tools, for the analysis and evaluation of permit implementation data.

D. The RECIPIENT will facilitate a technical workgroup that will provide technical review and feedback on the Implementation Plan throughout its development. Workgroup members will include representatives from local governments, state resource agencies, and other partners. The workgroup will discuss opportunities for sharing shoreline-related monitoring data and/or other opportunities for data monitoring partnerships, coordination, and resource sharing. The RECIPIENT will upload to EAGL meeting minutes or notes for all technical workgroup meetings.

E. The RECIPIENT will test the proposed TM&AM Framework implementation using existing shoreline permit implementation data and any supplemental data identified as necessary in the Implementation Plan.

F. The RECIPIENT will complete a TM&AM implementation analysis and report findings and conclusions about whether issued permits comply with SMP requirements tied to NNL. The final version will include a summary of lessons learned from testing the methodology. The summary will be a robust analysis about what is known about the cumulative effects of authorized development on shoreline conditions, whether permits are being issued consistently with the SMP, and whether projects are being constructed in compliance with authorized permits. As necessary, the report will include recommendations for potential SMP amendments, SMP interpretations, and permit process changes related to findings.

Task Goal Statement:

To create an action-ready Implementation Plan with specific methods, data protocols, tools, and processes to follow. The Implementation Plan can be used for the periodic evaluation of the cumulative effects of authorized development on shoreline conditions. It will be consistent with the TM&AM Framework and sustainable with respect to existing and available County resources.

Task Expected Outcome:

RECIPIENT has an Implementation Plan for using the TM&AM Framework that is scientifically based, realistic, and resilient because it is created in partnership with multiple technical experts and stakeholders (Task 2).

RECIPIENT has a final report that includes an NNL analysis of existing implementation data and that summarizes what is known about the cumulative effects of authorized development on shoreline conditions, whether permits are being issued consistently with the SMP, and whether development is being constructed in compliance with authorized permit(s).

Recipient Task Coordinator: Greg Wendt

5. Initial implementation of the TM&AM

Deliverables

Number	Description	Due Date
5.1	Implementation Plan. Upload to EAGL and notify ECOLOGY Project Manager.	
5.2	Technical work group meeting agendas, notes, or minutes. Upload to EAGL and notify ECOLOGY Project Manager.	
5.3	Cloud-based data storage system. Recipient will provide access to system or screen shots of system.	
5.4	Draft Implementation Report and evaluation of the accuracy of analyses on existing data. Upload to EAGL and notify ECOLOGY Project Manager.	
5.5	Final Implementation Report and evaluation of the accuracy of analyses on existing data. Upload to EAGL and notify ECOLOGY Project Manager.	

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BUDGET

Funding Distribution EG240520

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Model Toxics Control Operating Account (MT Funding Type: Grant
Funding Effective Date: 02/01/2024 Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD
Type: State
Funding Source %: 100%
Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 10%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Administration / Management	$ 7,000.00
2. Public Participation and Stakeholder Eng. Plan	$ 40,000.00
3. SMP User Guide	$ 8,000.00
4. Tracking Monitoring & Adaptive Mgmt. Framework	$ 40,000.00
5. Initial implementation of the TM&AM	$ 50,000.00
Total:	**$ 145,000.00**

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	$ 0.00	$ 145,000.00	$ 145,000.00
Total		**$ 0.00**	**$ 145,000.00**	**$ 145,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverables Due Date EAGL form. The RECIPIENT will keep track of these dates, and will note any date changes on the quarterly progress reports. The Deliverables Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the Agreement.)

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered

transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf> , section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.
RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.
All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.
RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.
RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.
Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

DRAFT

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 27, 2024
Subject:	Personal Services Contract- White Bluffs Consulting
Presenter:	Greg Wendt, Director Community Development Department
Prepared By:	Greg Wendt
Reviewed By:	

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

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

Summary / Background Information

The Planning Division has secured grant funding (Shoreline Planning Competitive Agreement) from the Washington State Department of Ecology in the amount of $145,000, effective February 1, 2024 through June 30, 2025 to be appropriated in the 2023-2024 Biennium and the 2025-2026 Biennium, to assist in the County in the development of a Shoreline Master Program (SMP) user guide and framework and implementation strategy to monitor and adaptively manage the ecological functions of shorelines regulated by the County's Shoreline Master Program.

The Planning Division has contacted Ben Floyd with White Bluffs Consulting and requested a scope of services and budget to assist the County in the development of a SMP user guide and framework and implementation strategy to monitor and adaptively manage the ecological functions of shorelines regulated by the County's Shoreline Master Program.

The scope of work generally includes:

1. The development of a Shoreline Master Program User Guide to have a summary, visually appealing and easy to understand guide, to use in communications with applicants and the public.

2. Tracking, Monitoring and Adaptative Management (TM&AM) framework. The purpose of this portion of the project is to create an action-ready Implementation Plan that will allow the county to successfully monitor permit implementation and assess the development and associated effects on shoreline conditions over time.

3. The TM&AM will use a cloud-based environment (ArcGIS Online) to track information and assimilate publicly available data that can serve as indicators of shoreline ecological function.

Fiscal Impact

The County secured a Shoreline Planning Competitive Agreement with the Department of Ecology for $145,000.00. White Bluffs Consulting has submitted a scope of services and budget with a maximum cost of $138,000.00. The remaining $7,000 (Task #1 of the Shoreline Planning Competitive Agreement) will be used for the County project administration and management related to this project.

Recommendation

It is recommended by the Planning Division that the Board of County Commissioners enter into a Professional Services Contract, including Exhibit A – Scope of Services and Budget (not to exceed $138,000.00), and Exhibit B – Billing Rate Schedule, with White Bluffs Consulting to develop a SMP User Guide and a Tracking, Monitoring & Adaptive Management Framework to meet the requirements of RCW 90.58 with said contract expiring on June 30, 2025.

Suggested Motion

The Board of County Commissioners approves the attached Resolution and Professional Services Contract between Benton County and White Bluffs Consulting, including Exhibit A – Scope of Services and Budget and Exhibit B – Billing Rate Schedule, to develop a SMP User Guide and a Tracking, Monitoring & Adaptive Management Framework in compliance with the requirements of RCW 90.58.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING: PERSONAL SERVICES CONTRACT WITH WHITE BLUFFS CONSULTING TO DEVELOP A SHORELINE MASTER PROGRAM (SMP) USER GUIDE, TRACKING, MONITORING & ADAPTIVE MANAGEMENT FRAMEWORK TO IMPLEMENT THE BENTON COUNTY SHORELINE MASTER PROGRAM

WHEREAS, RCW 90.58 requires Benton County to ensure the County's shoreline development regulations meet the standard of no net loss of ecological function, monitor the ecological functions of the SMPs, and identify a process to periodically evaluate the cumulative effects of authorized development on shoreline conditions; and

WHEREAS, the Benton County Planning Division has secured grant funding (Shoreline Planning Competitive Agreement) with the Department of Ecology to be appropriated in the 2023-2024 Biennium and the 2025-2026 Biennium to assist the County with the development of a Shoreline Master Program (SMP) User Guide and Tracking, Monitoring and Adaptative Management (TM&AM) framework which includes the use of a cloud-based environment (ArcGIS Online) to track shoreline information; and

WHEREAS, White Bluffs Consulting has submitted a scope of services and budget to not exceed $138,000.00 to assist the County in the development of a SMP user guide and framework and implementation strategy to monitor and adaptively manage the ecological functions of shorelines regulated by the County's Shoreline Master Program; **NOW THEREFORE**,

BE IT RESOLVED, the Board of County Commissioners shall enter into a Professional Services Contract, including Exhibit A – Scope of Services and Budget (not to exceed $138,000.00), and Exhibit B – Billing Rate Schedule, with White Bluffs Consulting to develop a SMP User Guide and a Tracking, Monitoring & Adaptive Management Framework to meet the requirements of RCW 90.58 with said contract expiring on June 30, 2025; and,

BE IT FURTHER RESOLVED, the contract shall be effective upon signature of both parties.

Dated this 27th day of February 2024.

Jerome Delvin, Chairman of the Board

Micheal Alvarez, Chairman Pro Tem

Will McKay, Commissioner

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW

PLN, BOCC, PA

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 **WHITE BLUFFS CONSULTING, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at 189205 E 36th Ave, Kennewick, WA 99337 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work & Fees; and
b. Exhibit B- White Bluffs Consulting Billing Rate Schedule

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on June 30, 2025. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall work with the County to develop a Shoreline Master Program User Guide and a framework for Tracking, Monitoring and Adaptative Management to evaluate the cumulative effect of authorized development on shorelines conditions. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work & Fees", which is attached hereto and incorporated herein by reference.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Ben Floyd
Address:	189205 E 36th Ave
	Kennewick, WA 99337
Phone:	509-539-3366
Email:	ben@whitebluffsconsulting.com

b. For COUNTY:

Name:	Greg Wendt
Address:	102206 E. Wiser Parkway
	Kennewick, WA 99338
Phone:	509-786-5612
Email:	Greg Wendt@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid according to the terms set forth in Exhibit B, Billing Rate Schedule, which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Hundred Thirty Eight Thousand and Zero Cents ($138,000.00), excluding

W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

c. The CONTRACTOR'S obligations hereunder shall include, but are

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

shall be as follows:

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

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

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

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

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

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

d. **Other Insurance Provisions:**

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

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

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

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

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

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

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

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall

be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent

such use is not agreed to in writing by the CONTRACTOR.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

CONTRACTOR may seek a judicial order of protection if necessary. **IN WITNESS WHEREOF,** the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: _____

FOR: WHITE BLUFFS CONSULTING, LLC

Ben Floyd
_____
Signature

Member
_____
Title:

Ben Floyd
_____
Print Name

EXHIBIT A
SCOPE OF SERVICES AND BUDGET

Benton County (the "County") has hired White Bluffs Consulting to develop a Shoreline Master Program (SMP) User Guide and Tracking, Monitoring and Adaptive Management (TM&AM) Framework and Implementation Plan.

The Contractor, White Bluffs Consulting, agrees to do the following:

1. Prepare a Public Participation and Stakeholder Engagement Plan.
2. Develop a Shoreline Master Program User Guide that draws upon existing user guides and incorporates information collected during outreach.
3. Develop a Tracking, Monitoring & Adaptive Management (TM&AM) Framework and Implementation Plan.
4. Begin Initial Implementation of the TM&AM Framework

The Contactor has identified subcontractors, Anchor QEA, Columbia Basin Interpreting/Translation Services, and Vividlingo by SZ, to assist with the work tasks outlined in this scope of services.

Project Understanding

The County intends to develop a Shoreline Master Program (SMP) User Guide and Tracking, Monitoring & Adaptive Management Framework and Implementation Plan. The creation of the programs will be based upon the Scope of Work provided below. The tasks outlined in this Scope of Work are expected to last approximately 16 months. The scope includes Tasks 2 through 5 reflected in the County's grant agreement with the State of Washington (Agreement No. SEAPC-23250-BeCOPD-00030). Task 1 in that grant agreement is only for work the County can provide and for this reason was not included here.

Scope of Services and Deliverables

Task 2: Public Participation and Stakeholder Engagement Plan

Subtask 2.1 Public Participation and Stakeholder Engagement
The Contractor will work with the County to foster early and continual public participation in the SMP User Guide and TM&AM Framework Planning process. The Contractor will work with the County to identify a stakeholder group that is diverse and inclusive of those with interest in the SMP User Guide and the TM&AM Framework planning process.

Subtask 2.2 Methods of Outreach
The methods of outreach will include email, mailings, newspaper listings and social media content. The purpose of this initial outreach will be to raise awareness of the project and indicate opportunities for stakeholder involvement.

Subtask 2.3 Education and Outreach Material
The Contractor team will create education and outreach material regarding the Project. Copies of all education and outreach materials will be reviewed by the County prior to distribution and the materials created will follow State requirements as provided in the County/Ecology SMP grant agreement for this work.

Maximum Cost Task 2: $40,000

Task 3: Shoreline Master Plan User Guide

Subtask 3.1 Initial Draft of SMP User Guide

The team will create an initial draft of the SMP User Guide by searching existing user guides for concepts that would be appropriate for inclusion, as well as information collected during outreach. The team will then organize the content and revise the text to create an initial draft. The User guide will also include graphics to illustrate requirements, options and scenarios.

Subtask 3.2 Final Version of User Guide

There will be a final version created and that version of the SMP User Guide will be published and made available both as a hard copy and online.

The SMP User Guide document is to support more broadly the outreach communications, and understanding of SMP/SMA requirements, standards and processes for both potential recipients as well as the broader public as the city implements their SMP.

Maximum Cost Task 3: $8,000

Task 4 Tracking Monitoring & Adaptive Management Framework

Subtask 4.1 Creation of a quality assurance project plan (QAPP)

The Contractor team members will provide the County and Ecology with the following:

1. A draft QAPP, based on Ecology's determination of the level of detail needed.
2. A revision of the QAPP to reflect County and Ecology's comments (iterative rounds as needed).
3. And a finalized QAPP for Ecology approval.

Subtask 4.2 Development of a tracking, monitoring & adaptive management (TM&AM) Framework

The Contractor team members will develop the TM&AM Framework based on the specific processes, methods, data protocols, and tools identified in the approved QAPP. The development of the TM&AM Framework will occur in coordination with the stakeholders, County planning staff, and Ecology staff guidance (Task 2). The Framework will clearly lay out the means and methods of data collection and analysis. Data monitored and analyzed will include information on development in the shoreline jurisdiction under shoreline permits and exemptions, information on restoration projects conducted in the shoreline jurisdiction, and indicators of shoreline ecological function.

Subtask 4.3 Shoreline Permits and Analysis

For this task the Contractor team will:

1. Review shoreline authorizations issued since adoption of the 2015 Comprehensive Update (or as directed by the QAPP) to determine (1) whether the County is following up on mitigation required by permits to ensure that the mitigation is installed, monitored, and maintained; and (2) whether the County is issuing permits consistent with SMP provisions to ensure no net loss of shoreline ecological functions. Review mitigation monitoring reports since adoption of the 2015 Comprehensive Update. The Contractor will prepare a memorandum that summarizes findings and recommendations for the development of a program to track permits and their associated mitigation and monitoring reports.
2. Create a permit monitoring database for tracking permit implementation data. The database will include permits, exemptions, mitigation plans, and monitoring reports. Prepare recommendations for updating Benton County's development application forms to collect information on development impacts and mitigation. The updated forms will streamline the tracking process. Recommendations will be incorporated into the TM&AM Implementation Report.
3. Establish detailed methods for completing shoreline cumulative effects analysis, evaluation, and reporting with results directly correlated to shoreline authorizations tracking results.
4. Make presentations on the draft Framework and make copies of the Framework available for review and comment by Tribes, the community, and other stakeholders through the initial outreach in Task 2 prior to finalization of the Framework.

Maximum Cost Task 4: $40,000

TASK 5 INITIAL IMPLEMENTATION OF TM&AM

Subtask 5.1 Development of Implementation Plan

The Contractor Team will develop an Implementation Plan in accordance with the measures outlined in the QAPP that includes the specific processes, methods, data protocols, and tools needed for the periodic evaluation of cumulative effects of authorized development on shoreline conditions. The Implementation Plan will be consistent with the Final TM&AM Framework. All drafts and the final Implementation Plan will be provided to the County.

In developing the Implementation Plan, the Contractor team will review existing permit implementation data and existing relevant SMP documents. Work will involve researching what other jurisdictions have done, interviewing County staff involved with the implementation and analysis, and researching available tools.

If necessary, the Contractor will also develop a tool, or modify existing tools, for the analysis and evaluation of permit implementation data.

Subtask 5.2 Workgroup, test and analysis of TM&AM implementation

The Contractor Team will facilitate a technical workgroup that will provide technical review and feedback on the Implementation Plan throughout its development. Workgroup members will include representatives from local governments, state resource agencies, and other partners. The workgroup will discuss opportunities for sharing shoreline-related monitoring data and/or other opportunities for data monitoring partnerships, coordination, and resource sharing. The Contractor will provide notes for all technical workgroup meetings.

The Contractor team will work with the County to test the proposed TM&AM Framework implementation using existing shoreline permit implementation data and any supplemental data identified as necessary in the Implementation Plan.

The Contractor team will complete a TM&AM implementation analysis and report findings and conclusions about whether issued permits comply with SMP requirements tied to NNL. The final version will include a summary of lessons learned from testing the methodology. The summary will be an analysis about what is known about the cumulative effects of authorized development on shoreline conditions, whether permits are being issued consistently with the SMP, and whether projects are being constructed in compliance with authorized permits. As necessary, the report will include recommendations for potential SMP amendments, SMP interpretations, and permit process changes related to findings.

Maximum Cost Task 5: $50,000

TOTAL COST: $138,000

Deliverables

The following deliverables, organized by task, will be submitted electronically in draft form for review and comment by County team members. Final versions, incorporating County team members' edits and resolved comments will be submitted electronically.

Task 2

- Draft Public Participation and Stakeholder Engagement Plan
- Final Public Participation and Stakeholder Engagement Plan
- Copy of initial outreach material(s). Include names of stakeholders/ organizations, dates contacted, and nature of outreach.
- Community engagement event agenda(s) and attendance log(s)
- Summary of community engagement event outcomes

Task 3

- Draft SMP User Guide
- Final SMP User Guide

Task 4

- An Ecology-approved QAPP
- Draft TM&AM Framework with a summary of stakeholder outreach group feedback
- Final TM&AM Framework

Task 5

- Implementation Plan
- Technical work group meeting agendas, notes
- Cloud-based data storage system. Will provide access to system or screen shots of system
- Draft Report and evaluation of the accuracy of analyses on existing data
- Final Report and evaluation of the accuracy of analyses on existing data

Provisions, Assumptions and Conditions

The scope of work contained in this document is predicated upon the following provisions, assumptions, and conditions:

- The County may eliminate any task and associated contract hours/fees at any point throughout the contract period and will provide written notification of the task elimination to the Consultant. Consultant will be paid for any associated contract hours worked/fees incurred prior to notification of cancellation.
- All work products, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the consultant or sub-consultant while performing work shall belong to the County. Digital copies of any data collected by the Consultant or subconsultants shall be provided to the County.
- All Consultant technical memoranda and report deliverables will be prepared in MS Word format. All spreadsheets and graphs will be prepared in MS Excel format. All maps and graphs shall be produced in color where appropriate. Digital copies of draft and final deliverables will be provided in both MS Word and PDF file formats requested by County staff. Digital versions shall include all graphics, tables and appendices in suitable form for publishing on the County website.
- Unless otherwise agreed upon, the County is responsible for document reproduction and distribution of all review and final drafts.
- The Consultant will have primary responsibility for coordinating, reviewing, and editing information obtained from their team members to ensure that the individual sections of the work submitted are prepared as part of one cohesive framework and/or document consistent in style and content.
- The County will provide all available government documents, studies, maps, GIS data layers, and mapping and other technical information pertaining to the update of the Benton County SMP based on

the consultant's data request. Any documents provided in hardcopy shall be returned to the County as appropriate upon completion of the contract.

- The County will consolidate all internal County staff review comments on draft review documents and provide a single, complete set of comments to the consultant's project manager for revisions.
- The Consultant will provide project updates and other information suitable for posting on the County's website. The County is responsible for website updates of available project materials.
- County staff will be responsible for distribution of meeting notices, public meeting room arrangements, and other logistics for public meetings.

Schedule

No.	Task	Sub-Task	Schedule
2	Public Participation and Stakeholder Engagement Plan	2.1: Public Participation and Stakeholder Engagement	6/30/2024
		2.2: Develop Methods of Outreach	3/31/2025
		2.3: Education and Outreach Materials	
3	SMP User Guide	3.1 Create Initial Draft of SMP User Guide	2/28/2025
		3.2 Create Final Version of SMP User Guide	4/30/2025
4	TM&AM Framework	4.1 ,Creation of QAPP	5/31/2024
		4.2 Development of TM&AM Framework	12/31/2024
		4.3 Shoreline Permits and Analysis	2/28/2025
5	Initial Implementation of TM&AM Framework	5.1 Development of Implementation Plan	3/31/2025
		5.2 Workgroup, Test and Analysis of TM&AM Implementation	6/20/2025

Exhibit B

White Bluffs Consulting, LLC
Year 2024 Billing Rate Schedule

Direct Personnel Expense (Labor)	Reimbursable Expenses	Rate
Principal Planner/Facilitator		$215/hour
Technical Writer		$140/hour
Spanish Translator		$135/hour
Project Coordinator		$95/hour
	Subcontractor	Cost plus 10%
	Mileage	Billed at the IRS mileage rate for privately-owned vehicles in effect at the time of travel
	All Other Reimbursable Expenses	Cost plus 10%