

Jerome Delvin  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

## Board of County Commissioners

Jerrod MacPherson  
County Administrator

Matt Rasmussen  
Deputy County Administrator



To view items in detail, click  
on highlighted areas.

**Notice: Meeting provided by Live-Broadcast and Telephonically as follows:**

Live-Broadcast @ link below:

<https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181>

Telephonically by:

Dial: 509 222-2310

Meeting ID: 4961#

Attendee Access Code: 4961#

**AGENDA**  
**BOARD OF BENTON COUNTY COMMISSIONERS**  
**Regular Board Meeting**  
**Tuesday, September 29, 2020**

9:00 AM

Call to Order

Approval of Minutes

❖ September 22, 2020

Review Agenda

Consent Agenda

**Corrections**

- a. Incentive Payment MOU with Social Security Administration
- b. RFQ and Proposals for Inmate Food Services – CB 20-24
- c. 2<sup>nd</sup> Contract Amendment with Tri-Cities Chaplaincy
- d. Third Amendment to Professional Services Agreement w/Ideal Options

**District Court**

- e. Line Item Transfer – Current Expense Fund – Dept. 111

**Facilities**

- f. Ratify Emergency Purchase from Compunet
- g. Ratify Emergency Purchase from Amplivox Sound Systems
- h. Ratify Emergency Purchase from Brutzmans

**Human Services**

- i. Creating & Appointing the Criminal Justice Treatment Account Panel

- j. Ratify 1<sup>st</sup> Amendment to Agreement w/WA St. Dept. of Commerce - Eviction Rent Assistance Program
- k. Ratify 1<sup>st</sup> Amendment to Agreement w/WA St. Dept. of Commerce – COVID-19 Emergency Housing Grant
- l. Ratify Agreement w/Goodwill Industries of Columbia, Inc.

**Information Technology**

- m. Lease Agreement for Copier with Ricoh for Human Resources Dept.
- n. Purchase IBM Video Streaming Service from SHI International Corp.

**Juvenile**

- o. Public Works Contract w/Apollo Heating & Air
- p. Personal Services Contract w/Karyn Oldfield
- q. Fee for Services Truancy Contract w/Pasco School District

**Prosecuting Attorney**

- r. Line Item Transfer – Current Expense Fund 0000-101, Dept. 117

**Public Works**

- s. Approval of Franchise Agreement – Oasis Water Corporation
- t. Approval of Franchise Agreement – Benton Irrigation District
- u. Approval of Franchise Agreement – Paterson Heights Water Association
- v. Approval of Franchise Agreement – Sundance Improvement Association
- w. Extension of Contract w/Coleman Oil – Card Lock Service for Fuel
- x. Approval to Purchase and Install Baffles in Water Tank Trailer from Tankmax, Inc.
- y. Approval to Purchase Two Axle Assemblies from Six States Distributors, Inc.
- z. Approval of Construction Plans – Moore Road Extension

**Sheriff**

- aa. Purchase of Night Vision Sights from The Bunker

**Public Comment** ~ for public engagement during Commissioners' meetings, please use the public comments phone line @: **Dial: 509 460-4941**

**Scheduled Business**

**Ratify** Emergency Contract w/Chervenell Construction Co. – Robert Blain

**FEMA** Community Assistance Visit, Corrective Action Plan, and Professional Services Contract w/Safe Built LLC – Planning Dept. - Greg Wendt

**Position** Requests – Temp. Truancy Counselor – Juvenile Dept. – Darryl Banks

**Position** Request - Relief Detention Officer – Juvenile Dept. - Darryl Banks

**CARES** Act Amendment to Agreement w/WA State Dept. of Commerce – Jerrod MacPherson

**Other Business**

**Executive Session – Pending/Potential Litigation** – M. Kitson

**Draft**

**MINUTES**

**BOARD OF BENTON COUNTY COMMISSIONERS**

Regular Board Meeting  
Tuesday, September 22, 2020, 9:00 a.m.

*Meeting provided by Video Live-Broadcast and Telephonically*

**Present:** Chairman James Beaver  
Commissioner Jerome Delvin (via/WebEx)  
Commissioner Shon Small (via/WebEx)  
County Administrator Jerrod MacPherson  
Clerk of the Board Cami McKenzie

**Benton County Employees Present During All or a Portion of the Meeting:** Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Adam Fyall, Sustainable Development Manager; Cristina Woods, Public Works (via/WebEx); PA Andy Miller; DPA Stephen Hallstrom; Finance Manager Linda Ivey.

**Approval of Minutes**

The Minutes of September 15, 2020 were approved.

**Review Agenda**

No changes were made to the agenda.

**Consent Agenda**

**MOTION:** Commissioner Small moved to approve the consent agenda items “a” through “n”, Commissioner Delvin seconded and upon vote, the Board approved the following:

**Auditor**

- a. Line Item Transfer, Fund No. 0111-101, Dept. 000
- b. Line Item Transfer, Fund No. 0000-101, Dept. 102

**Human Resources**

- c. Changing the Jail Captain Classification Description to a Jail Commander Classification Description
- d. Updated 2020 Managers’ and Administrators’ Salary Schedule Updating Title of Jail Captain to Jail Commander
- e. Line Item Transfer Reflecting Title Change From Jail Captain to Jail Commander

**Juvenile**

- f. Agreement w/State of WA Administrative Office of the Courts for Support of CASA Programs

- g. Amendment No. 2 w/Career Path Services for Employment Training
- h. Line Item Transfer, Fund No. 0115-101, Dept. 171

**Public Works**

- i. Amendment No. 1 w/WA State Department of Ecology for Construction Costs; Amending Resolution 2019-606
- j. Forgiving Loan to ER&R Fund From Capital Improvement Fund
- k. Purchase of Guardrail, Terminals, Cable & Components from Coral Sales Company
- l. Contract for On-Call Right-of-Way Services w/Epic Land Solutions

**Sheriff**

- m. Purchase of Radar Equipment From Kustom Signals
- n. Agreement w/Lexipol for Use of Subscription Material on Policy Manuals & Training Bulletins

**Public Hearing – Franchise Renewal with City of Richland**

Cristina Woods, Public Works, via/WebEx, presented the application for the City of Richland to renew a Franchise Order and Agreement for a water, sewer, stormwater, electrical, facilities and systems within Benton County right of way. She said the Public Works Department recommended approval subject to the six conditions listed on the report.

As no one called in to the public comment line, public testimony was closed.

**MOTION:** Commissioner Delvin moved to approve the Franchise Order and Agreement with City of Richland, subject to the six items listed in the report to the Commissioners. Commissioner Small seconded and upon vote, the motion carried.

**Public Comment**

None.

**Position Request in the Prosecuting Attorney’s Office**

Andy Miller requested the Board authorize him to fill the receptionist position (Legal Secretary II), which will be vacated on September 30, 2020. PA Miller indicated it was an extremely important position as it was the first point of contact for victims, witnesses, law enforcement, defense attorneys and members of the public, among other duties.

**MOTION:** Commissioner Small moved to approve Position 1794, Legal Secretary II, in the Prosecuting Attorney’s Office, to be posted and filled. Commissioner Delvin seconded and upon vote, the motion carried unanimously.

**Federal Recognition Support of the Sto;lo First Nations Tribe of Kennewick**

Adam Fyall presented the Resolution supporting federal recognition of the Sto;lo First Nations Tribe of Kennewick. He said Benton County was approached by Cynthia and Wayne Daily of Kennewick regarding an effort they have been working on for years. Ms. Daily is a member of

the Sto;lo First Nations Tribe in Canada, and is seeking legal recognition of a branch of that tribe in the United States. It is not currently a recognized Native American nation, tribe, or band in the U.S. at the federal or state level.

**MOTION:** Commissioner Small moved to approve the Resolution in support for federal recognition of the Sto;lo First Nations Tribe of Kennewick as presented. Commissioner Delvin seconded and upon vote, the motion carried.

## **Other Business**

### **Budget Update**

Linda Ivey said the departments submitted their revenues and expenditures, it was uploaded into Eden, and the preliminary baseline for Current Expense was \$5.2 million of expenditures over revenue. Additionally, there were \$3.2 million in new requests over baseline. She said they would be presenting in two weeks with an updated number because they were still waiting on property tax, sales tax, BI-PIN, etc. but expected the County was going to have a very challenging budget process.

The Board discussed sending out the message to elected officials to try and show restraint on spending during the remaining 2019-2020 budget.

### **Executive Session – Grievance Proceedings**

Mr. MacPherson announced at 9:17 a.m. the Board would be going into executive session for up to 20 minutes to discuss the plan, strategy or position to be taken during grievance proceedings. The Board briefly recessed to reconvene in the Executive Conference Room.

The Board went into executive session at 9:20 a.m. for up to 20 minutes with DPA Stephen Hallstrom to discuss the plan, strategy or position to be taken during grievance proceedings. Present were Chairman Beaver, Commissioners Small and Delvin (via/teleconference), Jerrod MacPherson, Matt Rasmussen and Cami McKenzie. The Board came out of executive session at 9:34 a.m. and briefly recessed to reconvene back in the Commissioners' Conference Room.

The Chairman announced that no decisions were made in executive session.

**MOTION:** Commissioner Delvin moved to approve and sign the letter in response to the Sheriff's Deputy Guild regarding a grievance. Commissioner Small seconded and upon vote, the motion carried.

## **Payroll**

Check Date: 09/15/2020

Payroll Draw Checks

Warrant #: 242789

Direct Deposit #: 156183-156352

Total all funds: \$121,748.15

Payroll Draw Deductions/Transfers

Taxes #: 101200912

Total all funds: \$36,883.23

## **Accounts Payable**

Check Date: 09/18/2020

EFT #: 1427-1430

Transfers #: 09182001-09182009

Total all funds: \$744,863.92

Warrants #: 209761-209990

Total all funds: \$3,459,523.30

## **Resolutions**

2020-645: Line Item Transfer, Fund No. 0111-101, Dept. 000

2020-646: Line Item Transfer, Fund No. 0000-101, Dept. 102

2020-647: Changing the Jail Captain Classification Description to a Jail Commander Classification Description

2020-648: Updated 2020 Managers' and Administrators' Salary Schedule Updating Title of Jail Captain to Jail Commander

2020-649: Line Item Transfer Reflecting Title Change From Jail Captain to Jail Commander

2020-650: Agreement w/State of WA Administrative Office of the Courts for Support of CASA Programs

2020-651: Amendment No. 2 w/Career Path Services for Employment Training

2020-652: Line Item Transfer, Fund No. 0115-101, Dept. 171

2020-653: Amendment No. 1 w/WA State Department of Ecology for Construction Costs; Amending Resolution 2019-606

2020-654: Forgiving Loan to ER&R Fund From Capital Improvement Fund

2020-655: Purchase of Guardrail, Terminals, Cable & Components from Coral Sales Company

2020-656: Contract for On-Call Right-of-Way Services w/Epic Land Solutions

2020-657: Purchase of Radar Equipment From Kustom Signals

2020-658: Agreement w/Lexipol for Use of Subscription Material on Policy Manuals & Training Bulletins

2020-659: Support for Federal Recognition of the Sto;lo First Nations Tribe of Kennewick

There being no further business before the Board, the meeting adjourned at approximately 9:35 a.m.

---

Clerk of the Board

---

Chairman

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Incentive Payment Memorandum of Understanding between Benton County Jail and Social Security Administration	
<b>Presenter:</b>		
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	Chief Souza	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A            (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

The Benton County Sheriff and the Social Security Administration (SSA) has an Incentive Payment Memorandum of Understanding (IPMOU) in place that was signed and dated June 13, 2000; which is set to terminate November 8, 2020, as the Chief of Corrections provided a Notice to Terminate to SSA dated August 10, 2020.

The purpose of the IPMOU is to set the terms and conditions under which the SSA will pay the County for information reported on individuals who are confined by court order in connection with a criminal offense at the time during the period covered by the IPMOU.

Now that the jail has transitioned into their own department, both the Benton County Corrections Department and SSA would like to renew the IPMOU.

SSA was unable to change the name on the IPMOU from Benton County Jail to Benton County Corrections Department, as it would be an act of congress to get it changed. We were only able to update contact information.

SSA requires the County to sign the MOU first and then they will send us a fully executed copy for our records.

## Fiscal Impact

Revenue paid to the County as an incentive payment for participating in the program.

## Recommendation

Approve the attached Resolution and IPMOU and authorize the Chairman of the Board to sign the attached IPMOU between the Benton County Jail and Social Security Administration.

## Suggested Motion

Consent Agenda

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF AN INCENTIVE PAYMENT MEMORANDUM OF UNDERSTANDING BETWEEN THE BENTON COUNTY JAIL AND SOCIAL SECURITY ADMINISTRATION**

**WHEREAS**, the Benton County Sheriff and the Social Security Administration (SSA) has an Incentive Payment Memorandum of Understanding (IPMOU) in place that was signed and dated June 13, 2000 that is set to terminate November 8, 2020; and

**WHEREAS**, the purpose of the IPMOU is to set the terms and conditions under which the SSA will pay the County for information reported on individuals who are confined by court order in connection with a criminal offense at the time during the period covered by the IPMOU; and

**WHEREAS**, the Benton County Jail has since transitioned from the Sheriff's Office and formed the Benton County Corrections Department (BCCD) and both BCCD and SSA would like to renew the IPMOU; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the attached Incentive Payment Memorandum of Understanding (IPMOU) between the Benton County Jail and Social Security Administration and hereby authorizes the Chairman of the Board to sign the attached IPMOU attached hereto; and

**BE IT FURTHER RESOLVED**, the attached IPMOU shall commence November 9, 2020 and shall auto renew each year. Either party may terminate the IPMOU by giving the other party a 90 calendar days' notice.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: BCCD  
cc: Auditor, S. Godinez, SSA

**INCENTIVE PAYMENT MEMORANDUM OF UNDERSTANDING (IPMOU)  
BETWEEN  
THE SOCIAL SECURITY ADMINISTRATION  
AND THE  
BENTON COUNTY JAIL (WA0134)**

**I. Purpose**

The purpose of this agreement is to set forth the terms and conditions under which a State or local facility or institution (Reporter) will provide to the Social Security Administration (SSA) information about certain individuals who are confined in a facility or institution by court order in connection with a criminal offense at any time during the period covered by this agreement. The Reporter may provide information on its own behalf or on behalf of other facilities and institutions. SSA will pay the Reporter for the information in accordance with law. SSA may use the information to administer its programs under the Social Security Act (Act), including but not limited to: suspending Retirement, Survivors and Disability (RSDI) benefits under Title II of the Act; suspending Supplemental Security Income (SSI) under Title XVI of the Act; and investigating and monitoring the performance of representative payees who are confined in a facility or institution by court order in connection with a criminal offense at any time during the period covered by this agreement. SSA may also disclose information provided to SSA by the Reporter in accordance with sections 202(x) and 1611(e) of the Act and as further described in Section IX of this agreement.

**II. Legal Authority**

- A. This agreement is entered into under sections 202(x)(3)(B) and 1611(e)(1)(I) of the Act, which authorize SSA to enter into agreements with any interested State or local institutions (such as jails, prisons, penal institutions, correctional facilities, or other institutions (e.g., mental facilities) in which people are confined by court order at public expense) to obtain information about certain confined individuals and to pay for this information. Sections 202(x) and 1611(e) of the Act specify what information the reporting institutions should provide to SSA and authorize SSA to disclose the information obtained from institutions, in certain circumstances.
- B. Section 202(x)(1)(A) of the Act requires SSA to suspend payment of Title II benefits to: (1) beneficiaries confined in a jail, prison, or other penal institution or correctional facility following a criminal conviction; (2) certain other individuals confined at public expense in an institution or mental facility; and (3) beneficiaries considered to be “sexually dangerous individuals.”
- C. For Title II recipients, section 202(x)(1)(A) suspends payments for any month ending with or during, or beginning with or during, a period of more than 30 days throughout all of which such individual is confined.

- D. For Title XVI recipients, section 1611(e)(1)(A) of the Act prohibits SSA from making payments to inmates of public institutions (such as prisons or mental health institutions) for any month during which the recipient is confined throughout the month.
- E. Under sections 205(j)(1)(A), 1631(a)(2)(A)(iii), and 1631(a)(2)(B) of the Act, SSA may investigate and monitor the performance of representative payees who are confined in a facility or institution and may revoke their certification for payment of benefits if warranted.
- F. Section 552a(a)(8)(B)(viii) of Title 5, U.S.C., as amended by section 402(a)(2) of Public Law 106-170, exempts this agreement, and information exchanged under this agreement, from certain provisions of the Privacy Act relating to computer matches.
- G. SSA's disclosure of information about individuals whose payments have been suspended is authorized by and consistent with section 552a(b)(3) of the Privacy Act 1974, 5 U.S.C. § 552a(b)(3); section 401.150 of SSA's privacy regulations, 20 C.F.R. § 401.150; and section 1106 of the Act, 42 U.S.C. § 1306.

### III. Definitions

- A. **“Certain Other Individuals Confined at Public Expense”** are individuals confined by court order for more than 30 continuous days in any institution at public expense in connection with:
  - (1) a verdict or finding that the individual is guilty of a criminal offense but insane; or
  - (2) a verdict or finding that the individual is not guilty of a criminal offense by reason of insanity; or
  - (3) a finding that the individual is incompetent to stand trial under an allegation of a criminal offense; or
  - (4) a similar verdict or finding with respect to such an offense based on similar factors (such as a mental disease, a mental defect, or mental incompetence).

Such an individual is considered confined until: (1) he or she is released from the care and supervision of such institution; and (2) such institution ceases to meet the individual's basic living needs.
- B. **“Confined”** refers to the status of an individual who is residing in, or under the custody of, a state or local facility or institution by court order in connection with a criminal offense at any time during the period covering this agreement.
- C. **“Confined individual”** for purposes of correctional institution reporting refers to an inmate who is residing in, or under the custody of a State or local correctional facility or institution in connection with an arrest or conviction for committing a criminal offense. A

confined individual for purposes of mental health institution reporting refers to an inmate who had a prior connection with a criminal offense, but was determined mentally not responsible for his or her crime and was committed by court order to the custody of a State or local mental health institution for treatment.

- D. **“Conviction”** means the judgment in a criminal case that an individual is guilty of a crime. It may result from a verdict or finding of guilty, a plea of guilty, or a plea of nolo contendere (no contest).
- E. **“Disclosure”** means the release of information (data) with or without the consent of the individual(s) to whom the information pertains.
- F. **“Facility Identification Code”** means the six-character code that SSA will assign to a confining facility or institution that is covered by this agreement. This code must be furnished with each submission of data to SSA concerning the facility/institution’s confined individuals in order for SSA to process any incentive payments due the facility/institution under this agreement.
- G. **“More than 30 continuous days,”** for Title II purposes, means that an individual remains confined in an institution for a period of more than 30 continuous days following a conviction or court-ordered confinement. Suspension applies for a month where the individual has been confined for any part of that month.

Example 1: Individual is convicted on April 28, enters an institution on April 30 and is released on June 3. The individual would be confined for more than 30 continuous days. Benefits would be suspended for all three months, April, May, and June.

Example 2: On February 2, a court orders an individual to undergo a mental evaluation to determine his competency to stand trial. The individual’s attending psychiatrist provides his mental evaluation to the judge for a competency ruling. On May 1, based on the individual’s mental evaluation, the court finds that the individual is incompetent to stand trial for a criminal offense and orders that the individual be confined in an institution at public expense. The individual enters the institution on May 1 and is released on December 30. The individual would be confined for more than 30 continuous days in an institution. Benefits would be suspended from May through December.

- H. **“Record”** means any item, collection, or grouping of information about an individual that is maintained by an entity including, but not limited to, the individual’s criminal history, name, Social Security number (SSN), aliases, date of birth, gender, date of confinement, place of confinement, and prisoner or inmate status.
- I. **“Reporter Identification Code”** means the four-character code assigned by SSA to the Reporter that is party to the agreement and that will report information on its own behalf and/or on behalf of other facilities/institutions identified in this agreement.

- J. **“Representative Payee”** means the person, agency, organization, or institution selected by SSA to receive and manage benefits on behalf of an incapable SSA beneficiary. This includes a parent who is receiving benefits on behalf of the parent’s minor child.
- K. **“Sexually Dangerous Individuals”** are individuals, who immediately upon completion of a prison sentence for a criminal offense (an element of which is sexual activity), are confined for more than 30 continuous days by court order in an institution at public expense. These individuals are confined in an institution based on a determination or finding that they are sexually dangerous persons, sexual predators, or similar determinations or findings.
- L. **“State or Local Facility or Institution”** means: (1) State or local jails, prisons, penal institutions, or correctional facilities; or (2) State or local institutions or facilities, such as mental facilities, where individuals may be confined by court order in connection with a criminal offense.
- M. **“Throughout the month,”** for Title XVI purposes, means that a Title XVI recipient is confined in an institution at the beginning of a calendar month and remains confined throughout the entire month. Suspension applies in any month throughout which an individual is an inmate of a jail, prison, or other similar facility, or a public institution where an individual is confined by court order.

Example 1: If an individual enters an institution on April 30 and is released on June 3, the individual would be considered to be confined throughout May.

Example 2: If an individual enters an institution on May 1 and is released on June 30, the individual would not have been confined in an institution throughout either May or June.

Under the SSI program, an individual who is confined in a public institution is considered as remaining confined in a public institution if the individual is transferred from one such institution to another or if the individual is temporarily absent for a period of not more than 14 consecutive days. An individual is also considered confined in an institution throughout the month if the individual is confined at the start of a month but dies in the institution during the month.

#### **IV. Responsibilities of the Parties**

##### **A. Reporter Responsibilities:**

- (1) General - Provide SSA with identifying information for confined individuals in accordance with subsections (2) through (4) below.
- (2) Data Element Requirements - Provide SSA with the following data elements related to the identity of the confined individuals, if available:

- (a) Social Security Number (provide all numbers the individual has been known to use);
- (b) Name (provide first, middle, and last names, all combination of names, and Social Security numbers the individual has been known to use);
- (c) Date of Birth (known or alleged);
- (d) Confinement Date (provide the date the individual was admitted to the facility or the date custody of the individual began);
- (e) Date of Conviction for Criminal Offense (for correctional institution reporting) or Date of court order commitment (mental health institution reporting);
- (f) Facility Identification Code;
- (g) Date of Work Release;\*
- (h) Date of Release from Confinement or Anticipated Dates of Release;\*
- (i) Taxpayer Identification Numbers;\*
- (j) Prison Assigned Inmate Numbers (if applicable);\*
- (k) Last Known Addresses;\* and
- (l) Other identifying information as required in the attached Enumeration Verification System (EVS) User Package for Penal Institutions and Mental Facilities (EVS User Package) (Attachment A) and any amendments to this package published subsequent to the effective date of this agreement.

The Reporter will furnish SSA with reports (electronic file or paper report, if appropriate) containing the data elements listed in (a–f) and (l) above for confined individuals whose confinement commences after the parties sign this agreement. In addition, upon written notification from SSA that it has the capacity to accept the additional data elements listed in (g–k), the Reporter will furnish SSA with monthly prisoner reports containing all data elements listed above (provided such data is available). The Reporter will follow the specific prisoner record reporting format information and monthly reporting instructions in the attached EVS User Package and any amendments to this package published subsequent to the effective date of this agreement.

---

\*Do not report these data elements at this time. In the future, SSA will contact the Reporters and request that each Reporter expand its monthly prisoner reports to include these additional data elements.

- (3) Method of Delivery - Send the data to SSA via a secure electronic media, as negotiated with SSA, such as Government-to-Government Services Online (GSO) or a form of secure file transfer.
- (4) Timing and Scope of Reports - Submit the data elements required by subsection (2) to SSA in the following sequence and manner:
  - (a) If this is the Reporter's first time submitting data, it must submit a report on total population of confined individuals, commonly referred to as a census report.
  - (b) Next, the Reporter must submit files monthly; the file must be submitted for the calendar month preceding the month in which the report is submitted. The monthly report should consist of:
    - data for those individuals who are admitted to the facility/institution at any time during the period from the first day of the reporting month to the last day of that month (e.g., newly admitted confined individuals); and
    - when available, data for those individuals already in the custody of the facility/institution who have subsequently been convicted since the facility/institution initially began reporting data to SSA.
  - (c) To be eligible for the maximum incentive payment of \$400 under the Title XVI incentive payment schedule (see Section VI(C)(1)(b) for details), the Reporter must submit files every 15 calendar days. The file must be submitted for each 15-calendar day period in a month preceding the day in which the report is submitted. Each 15-day report should consist of:
    - data for those individuals who are admitted to the facility/institution at any time during the period from the first day of the first 15-day reporting period to the 15<sup>th</sup> day of that reporting period (e.g., newly admitted confined individuals); and,
    - when available, data for those individuals already in the custody of the facility/institution who have subsequently been convicted since the facility/institution initially began reporting data to SSA.
  - (d) Every two years, the Reporter must provide SSA with a periodic inmate population report, upon SSA's written request. In the request, SSA will specify the requested inmate population and provide the Reporter with the reporting format and instructions for sending such periodic inmate population reports.

## B. SSA Responsibilities:

- (1) Match the data elements received from the Reporter against the following systems of records:
  - (a) Master Files of Social Security Number Holders and SSN Applications, System of Records Notice (SORN) 60-0058, originally published at 75 Federal Register (Fed. Reg.) 82121 on December 29, 2010 and updated on July 5, 2013 at 78 Fed. Reg. 40542; February 13, 2014 at 79 Fed. Reg. 8780; July 3, 2018 at 83 Fed. Reg. 31250-31251; and November 1, 2018 at 83 Fed. Reg. 54969;
  - (b) Master Representative Payee File, SORN 60-0222, originally published at 78 Fed. Reg. 23811 on April 22, 2013 and updated on July 3, 2018 at 83 Fed. Reg. 31250-31251 and November 2, 2018 at 83 Fed. Reg. 55228;
  - (c) Master Beneficiary Record (MBR), SORN 60-0090, originally published at 71 Fed. Reg. 1826 on January 11, 2006 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 5, 2013 at 78 Fed. Reg. 40542; July 3, 2018 at 83 Fed. Reg. 31250-31251; and November 1, 2018 at 83 Fed. Reg. 54969; and
  - (d) Supplemental Security Income Record and Special Veterans Benefits, SORN 60-0103, originally published at 71 Fed. Reg. 1830 on January 11, 2006 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 3, 2018 at 83 Fed. Reg. 31250-31251 and November 1, 2018 at 83 Fed. Reg. 54969.
- (2) After validating or locating the proper Social Security number, SSA will:
  - (a) determine if the individual is receiving SSI or RSDI benefits;
  - (b) determine whether the individual has received an SSI benefit in the month preceding the first month throughout which such individual was confined;
  - (c) determine whether the individual has received an RSDI benefit in the month preceding the first month during which such individual was confined;
  - (d) determine whether the individual has been confined throughout the month for SSI or confined for more than 30 continuous days for RSDI;
  - (e) notify the individual of SSA's planned suspension action and provide the individual with an opportunity to contest the planned action under applicable regulations, if the law requires SSA to suspend SSI or RSDI;
  - (f) suspend SSI and RSDI payments as required by law and notify the individual of the suspension action and his/her right to appeal;
  - (g) determine whether such individual is acting as a representative payee;

- (h) investigate and determine whether revocation of representative payee certification is appropriate under applicable law as cited in Article II;
- (i) pay the Reporter as specified under this agreement; and
- (j) provide the Reporter with a notice of the amount of the incentive payment, the payment date, the total number of suspended individuals, and a list of the individuals suspended. SSA will include with such list only the minimal identifying information from its Prisoner Update Processing System (SORN 60-0269, originally published at 64 Fed. Reg. 11076 on March 8, 1999 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 5, 2013 at 78 Fed. Reg. 40542; and November 1, 2018 at 83 Fed. Reg. 54969) that is necessary for SSA and the Reporter to account for payments made under this agreement.

## V. Reporter Records

These records are compiled from **BENTON COUNTY JAIL (WA0134)**. Reporters must contact **Stephanie Winker** to establish electronic processes, such as GSO, with SSA systems.

## VI. Incentive Payment Process

### A. SSI (Title XVI) Incentive Payments:

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is:

- (1) receiving an SSI payment for the month preceding the first month throughout which the confined individual is in such facility/institution; and
- (2) determined by SSA to be ineligible for a SSI payment for the first month of confinement as a result of the information provided by the Reporter under this agreement.

### B. RSDI (Title II) Incentive Payments:

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is:

- (1) receiving an RSDI payment for the month preceding the first month during which the confined individual is in a facility/institution; and
- (2) determined by SSA to be ineligible for an RSDI payment for any part of the first month as a result of the information provided by the Reporter under this agreement.

### C. SSA Payment:

(1) SSA will pay the Reporter according to the following schedule:

(a) For RSDI payments:

- \$400 if the Reporter furnishes the information to SSA on an inmate's confinement within 30 days after the inmate's confinement begins in the facility; or
- \$200 if the Reporter furnishes an inmate's confinement information to SSA after 30 days but within 90 days after the inmate's confinement date at the facility.

(b) For SSI payments:

- \$400 if the Reporter furnishes the information to SSA on an inmate's confinement within 15 days after the inmate's confinement begins in the facility; or
- \$200 if the Reporter furnishes an inmate's confinement information to SSA after 15 but within 90 days after the inmate's confinement date at the facility.

***NOTE:** We will not pay an incentive payment for RSDI or SSI inmate information received after 90 days from the start of an inmate's confinement.*

(c) We will pay a Reporter an incentive payment for each inmate report that leads to suspension of social security benefits under Title II or Title XVI. In some instances, a beneficiary may receive payments under both Title II and Title XVI. If we suspend payments under only one title, we fund the incentive payment from that Title's trust fund. If we suspend payments under both titles at the same time, we pay the Reporter only one full incentive payment. However, we fund 50% of the incentive payment from each Title's trust fund.

(2) If SSA cannot validate the SSN of a confined individual, SSA will take no further action to suspend the confined individual's SSI or RSDI benefits.

(3) SSA will not pay an incentive payment for information about a confined individual if, prior to SSA's receipt of the information, SSA has already determined that the individual is ineligible for SSI or RSDI payments, or if the only action taken by SSA is to suspend the individual from serving as a representative payee.

(4) Payments made by SSA under this agreement represent incentive payments for data provided under this agreement when the data results in the suspension of SSI payments to confined individuals or suspension of RSDI payments for confined and convicted individuals.

(5) The time SSA requires to verify the data, determine whether suspension of an individual's SSI or RSDI payment is appropriate, and provide due process to an

individual subject to a suspension action may vary from case to case and may last several months. Accordingly, several months may elapse from the time the Reporter provides information to the time SSA makes a payment.

- (6) SSA will pay incentive payments to the Reporter on a monthly basis by electronic transfer of funds. The Reporter will name a financial institution and provide the information required on the attached Automated Clearing House Vendor/Miscellaneous Payment Enrollment Form (SF 3881) to receive its incentive payments by electronic transfer of funds.
- (7) SSA will provide the Reporter with a notice of the amount of the incentive payment, the payment date, the total number of suspended individuals, and a list of individuals suspended, subject to the limitations noted in Section IV(B)(2)(j). Disputes involving these incentive payments and any allegations regarding improperly paid incentive payments will be considered by the Regional Prisoner Coordinator designated in section XII.A. The Reporter should forward a written request describing the dispute in detail to the Regional Prisoner Coordinator designated in Article XII.A. within 30 days of its receipt of the relevant incentive payment notice.

## **VII. Notice, Verification, and Opportunity to Contest**

- A. SSA will verify information obtained under this agreement prior to SSA initiating any adverse action against an individual. Pursuant to its applicable regulations, SSA will inform the individual by written notice that it has received specified information indicating that the individual is confined under the jurisdiction of a named prison system or other public institution beginning (month/year) and that, by law, SSI payments and/or RSDI benefits must be suspended. SSA will afford the individual the opportunity to contest and submit information concerning the planned action to suspend such payments/benefits and to appeal SSA's determination to suspend payments/benefits in accordance with applicable regulations.
- B. SSA is responsible for determining the most suitable representative payee to receive Title II and Title XVI payments. When SSA informs a representative payee of a change of representation for the affected beneficiary or recipient, based in part on the current payee's incarceration or confinement, the representative payee has 30 days to contest SSA's decision.
- C. SSA's final decision on the representative payee issue does not affect the eligibility or entitlement of a represented individual to the continued receipt of Social Security benefits or SSI payments. In the event that there is any adverse effect on the monthly benefits or payments to the beneficiary or recipient as a result of the data match under this agreement, or if a decision is made to change the representative payee, the beneficiary or recipient will receive notice of the change.

## **VIII. Security Procedures**

## A. General Requirements

For information disclosed and systems used to disclose information under this agreement, SSA and the Reporter will comply with applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a; the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. No. 113-283); related Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, “Managing Information as a Strategic Resource” (July 28, 2016), and Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (January 3, 2017); National Institute of Standards and Technology (NIST) directives; the Federal Acquisition Regulations; and other Federal laws, regulations, and directives that include requirements for safeguarding Federal information systems and personally identifiable information (PII). SSA and the Reporter recognize and will implement any applicable laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both parties are responsible for oversight and compliance of their contractors and agents.

## B. PII Loss Reporting and Breach Notification

If SSA experiences a suspected or actual loss of PII received from the Reporter under the terms of this agreement, SSA will follow the loss reporting guidelines and breach notification procedures issued by OMB and notify the Reporter of the incident.

If an employee, contractor, or agent of the Reporter becomes aware of suspected or actual loss of PII received from SSA under the terms of this agreement (i.e., information about suspended individuals), he or she must immediately contact the Reporter’s Systems Security Contact identified below or his/her delegate. The Reporter must then notify the SSA Regional Prisoner Coordinator and SSA Systems Security Contact identified below. If, for any reason, the Reporter is unable to notify the SSA Regional Prisoner Coordinator or the SSA Systems Security Contact within 1 hour, the Reporter must report the incident by contacting SSA’s National Network Service Center at 1-877-697-4889. The Reporter will use the worksheet, attached as Attachment B, to quickly gather and organize information about the incident. In the future, SSA may update this worksheet to ensure continued compliance with OMB requirements. If SSA provides the Reporter with an updated worksheet, the Reporter will use the updated worksheet. The Reporter must provide to SSA information gathered about the incident and timely updates as any additional information about the loss of PII as it becomes available.

If the party that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other party.

### C. Administrative Safeguards

SSA and the Reporter will restrict access to the data received under this agreement to only those authorized employees, officials, and contractors (“personnel”) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and the Reporter will advise all personnel who will have access to the data received under this agreement of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

### D. Physical Safeguards

SSA and the Reporter will store the data received under this agreement in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as nonduty hours or when not in use (e.g., door locks, card keys, biometric identifiers). Only authorized personnel will transport the data received. SSA and the Reporter will establish appropriate safeguards determined by a risk-based assessment of the circumstances involved.

### E. Technical Safeguards

SSA and the Reporter will process the data received under this agreement under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies’ systems. SSA and the Reporter will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

### F. Application of Policy and Procedures

SSA and the Reporter will adopt policies and procedures to ensure that the parties use the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and the Reporter will comply with these guidelines and any subsequent revisions.

### G. Onsite Inspection

SSA has the right to monitor the Reporter’s compliance with FISMA and other security and safeguarding requirements in applicable laws, regulations, and directives. SSA has the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement.

## **IX. Records Usage, Duplication, Rediscovery**

### A. Reporter’s Responsibilities:

- (1) The Reporter will use and access the information on suspended individuals (SSA data) only for accounting purposes authorized in this agreement.
- (2) The Reporter will not use the SSA data to extract information about individuals for any purposes not specified in this agreement.
- (3) The Reporter will not duplicate or re-disclose SSA data, within or outside of the Reporter's agency/entity, without the written permission of SSA, except as required by Federal law or authorized by this agreement. SSA will not give such permission unless the law requires re-disclosure or disclosure is required to accomplish the purposes of this agreement; where the law does not require re-disclosure, the decision whether to grant permission will be within SSA's discretion. For such permission, the Reporter must specify in writing what data it is requesting be duplicated or re-disclosed and to whom, and the reasons that justify such duplication or re-disclosure.
- (4) The Reporter will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this agreement. The Reporter will provide its contractors and agents with copies of this agreement and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this agreement, and thereafter at SSA's request, the Reporter will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA, upon request.
- (5) The Reporter's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this agreement may be subject to civil and criminal sanctions pursuant to applicable Federal statutes.

B. SSA's Responsibilities:

- (1) SSA will use the information provided by the Reporter to:
  - a. determine which of the confined/convicted individuals are receiving payments, and to suspend these payments as required by law;
  - b. investigate and monitor the performance of representative payees; and
  - c. administer the Social Security Act (for example, SSA may use the prison information collected for data analytics purposes to detect patterns that may identify fraud in the programs administered by SSA).
- (2) SSA may also use and disclose the information obtained pursuant to this agreement as authorized by sections 202(x) and 1611(e) of the Act or as otherwise required by law.

- (3) SSA may store information provided by the Reporter within its PUPS, SORN No. 60-0269. When SSA does so, it may disclose information provided by Reporter based on the published routine uses in that SORN.

## **X. Records Retention and Disposition**

- A. SSA will retire all identifiable records in accordance with the applicable Federal Records Retention Schedules (44 U.S.C. § 3303a).
- B. The Reporter will retain all data received from SSA only for the period required for the purposes described in this agreement and will then securely destroy all such data. The Reporter may retain data received from SSA to meet evidentiary requirements, provided that it retire such data in accordance with applicable state or local laws governing the Reporter's retention of records.

## **XI. Duration, Modification, and Termination of the Agreement**

This agreement shall be effective as of November 9, 2020. Any modification or amendment of this agreement must be in writing and agreed to by both parties. Notwithstanding the foregoing, in the event of a change in applicable federal law or regulation that requires changes to the terms and conditions of this agreement, SSA may unilaterally make such modification or amendment by giving advance written notice to the Reporter. The Reporter will have 30 calendar days from the date it receives such notice to contact SSA if it desires to terminate this agreement in light of the modification or amendment.

Either party may terminate this agreement by giving the other party 90 calendar days of notice in writing. This agreement will remain in effect until terminated by either party.

## **XII. Contacts**

The contacts for this agreement follow. Either party may update the below contacts, as needed, by providing written notification of the contact change to Stephanie Winker.

### **A. SSA Contacts**

SSA Regional Prisoner Coordinator

**STEPHANIE WINKER**  
**701 5th Avenue, Suite 2900 M/S 303A**  
**Seattle, WA 98104-7075**  
**Phone: 206-615-2677**  
**Email: [Stephanie.A.Winker@ssa.gov](mailto:Stephanie.A.Winker@ssa.gov)**

SSA Policy Contact  
Judy Sale  
Office of Representative Payee and Due Process

6401 Security Boulevard, 2-C-15 Robert M. Ball Building  
Baltimore, MD 21235-6401  
Telephone: (410) 965-8581  
Email: [Judy.Sale@ssa.gov](mailto:Judy.Sale@ssa.gov)

SSA Systems Security Contact  
Jennifer Rutz, Director  
Office of Information Security  
Division of Compliance and Assessments  
6401 Security Boulevard, Suite 3208 Annex  
Baltimore, MD 21235  
Telephone: (410) 966-8253  
Email: [Jennifer.Rutz@ssa.gov](mailto:Jennifer.Rutz@ssa.gov)

SSA Technical Contact for Computer Operation:  
**STEPHANIE WINKER**  
**701 5th Avenue, Suite 2900 M/S 303A**  
**Seattle, WA 98104-7075**  
**Phone: 206-615-2677**  
**Email: [Stephanie.A.Winker@ssa.gov](mailto:Stephanie.A.Winker@ssa.gov)**

#### B. Reporter Contacts

Reporter Contact for Incentive Payments:  
**Sgt. Kandy Gonsalves**  
**7122 W Okanogan Place, Bldg. B**  
**Kennewick, WA 99336**  
**Phone: (509) 783-1451 ext 3220**  
**Email: [Kandy.Gonsalves@co.benton.wa.us](mailto:Kandy.Gonsalves@co.benton.wa.us)**

Reporter Contact for the Electronic File Process:  
**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE**  
**CHIEFS Jaime Weimer**  
**3060 Willamette Drive NE**  
**Lacey, WA 98516**  
**Phone: (360) 486-2380**  
**Email: [jweimer@waspc.org](mailto:jweimer@waspc.org)**

Reporter Contact for Accounting Information:  
**Cindi Kane**  
**7122 W Okanogan Place, Bldg. B**  
**Kennewick, WA 99336**  
**Phone: (509) 783-1451**  
**Email: [Cindi.Kane@co.benton.wa.us](mailto:Cindi.Kane@co.benton.wa.us)**

**XIII. Integration Clause**

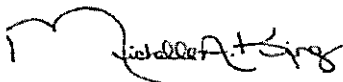
This IPMOU, the EVS User Package (Attachment A), and the PII Loss Reporting Worksheet (Attachment B) constitute the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it, including any similar agreements entered into previously by the Reporter and SSA concerning disclosure of records of individuals confined in public institutions.

#### **XIV. Authorized Signature**

The signatories below warrant and represent that they have the competent authority on behalf of their respective entities to enter into the obligations set forth in this agreement.

**Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

#### **Social Security Administration**




---

Michelle King  
Deputy Commissioner  
for Budget, Finance, and Management

Date: February 13, 2019

#### **Social Security Administration Region 10**

---

Mary Lisa Lewandowski  
Regional Commissioner

---

Date

#### **Benton County Jail**


---

Jim Beaver  
Chairman, Benton County Commissioner

---

Date

Approved as to Form:




---

Ryan J Lukson, Civil DPA

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Request for Qualifications and Proposals for Corrections Food Services – CB 20-24 for the Benton County Corrections Department	
<b>Presenter:</b>		
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	Chief Souza	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A            (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

## Summary / Background Information

The Benton County Corrections Department currently has a contract in place for inmate food services that is set to expire December 31, 2020.

Attached is a Request for Qualifications and Proposals for Corrections Food Services CB 20-24 for the Benton County Corrections Department.

Though this is a service contract, BCCD would like to formally solicit these services to reach as much interest as possible.

## Fiscal Impact

Expenditures for said services will be paid out of the approved 2021-2022 budget Current Expense, Department 120.

## Recommendation

Approve the attached Resolution authorizing the solicitation for the Request for Qualifications and Proposals for the Corrections Food Services - CB 20-24 for the Benton County Corrections Department.

## Suggested Motion

Consent Agenda

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AUTHORIZING THE SOLICITATION FOR THE REQUEST FOR QUALIFICATION AND PROPOSALS FOR CORRECTIONS FOOD SERVICES CB 20-24 FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT**

**IT IS HEREBY RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Request for Qualifications and Proposals for Corrections Food Services – CB 20-24 for the Benton County Corrections Department, as further outlined in the Request for Qualifications and Proposals attached hereto; and

**BE IT FURTHER RESOLVED**, proposals will be received by the Benton County Corrections Department, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336 until 3:00 PM (PST) on Thursday, October 29, 2020 and not thereafter, and will be opened by representatives of the Benton County Corrections Department. This will not be a public opening.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

# REQUEST FOR QUALIFICATIONS AND PROPOSALS

## CORRECTIONS FOOD SERVICES

County Bid 20-24

### BENTON COUNTY CORRECTIONS DEPARTMENT

7122 W. Okanogan Pl, Bldg. B

Kennewick, WA 99336

(509) 783-1451

September 30, 2020

QUALIFICATIONS AND PROPOSALS DUE:  
NO LATER THAN **3:00 PM, THURSDAY, OCTOBER 29, 2020**  
*LATE PROPOSALS WILL NOT BE ACCEPTED*

A highly recommended Pre-Proposal Conference meeting will be held on **Thursday, October 15, 2020** at **10:00 a.m.** The meeting will be held at the Benton County Corrections Department located at 7122 W. Okanogan Pl., Bldg. B, Kennewick, Washington. This meeting is designed to clarify information related to this procurement and provide an opportunity for prospective Bidders to ask questions. A tour of the kitchen facility will be conducted. Bidders are encouraged to review this RFP document prior to the Pre-Proposal Conference and to submit any questions in regard to this proposal content in writing at this time.

#### Requirements to Access County Property

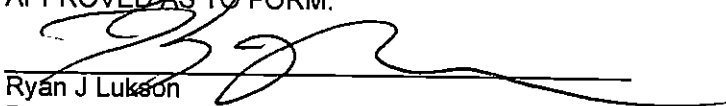
Our sites are not currently open to the public and we are following the Governor's Stay Home, Stay Healthy order. In order to work on Benton County property, you will need to have with you the appropriate PPE, and follow the guidance issued by the CDC and Department of Health. This includes:

1. Health screenings to include a temperature reading using a touchless thermometer as well as a few basic health questions done at the beginning of the walk-through.
2. Attendees are required to wear face coverings. Please bring your own to use during the meeting.
3. Attendees will need to follow social distancing, at least 6 feet apart  
Only group of 10 people or less will be allowed in one area at a time.

Electronic copies of this RFP and attachments can be obtained by contacting Lisa Small, Contract/Procurement Coordinator at [Lisa.Small@co.benton.wa.us](mailto:Lisa.Small@co.benton.wa.us)

All Proposal documents shall be submitted in hard copy to the Benton County Corrections Department in accordance with the terms and conditions of this RFP. ***Electronic proposal submissions via e-mail or facsimile will not be accepted.***

APPROVED AS TO FORM:

  
Ryan J Luksen  
Benton County Civil Deputy Prosecuting Attorney

**FOOD SERVICES FOR  
BENTON COUNTY CORRECTIONS DEPARTMENT**

**TABLE OF CONTENTS**

SECTION	PAGE
<b>SECTIONS</b>	
<b>1.0 – CALL, OVERVIEW AND SCHEDULE</b>	<b>3</b>
<b>2.0 – SCOPE OF WORK</b>	<b>8</b>
<b>3.0 – PROPOSAL INSTRUCTIONS AND EVALUATION</b>	<b>17</b>
<b>4.0 – GENERAL REQUIREMENTS</b>	<b>24</b>
<b>ATTACHMENTS</b>	
A) – Cover Sheet and Certification of Proposal Utilizing all Contractors Employees	27
A- Bid Alternate) – Cover Sheet and Certification of Proposal Utilizing (8) Trustees	29
B) – Affirmation Action Contract Compliance Statement	31
C) – Certification Regarding Lobbying Child Nutrition Programs	32
D) – Debarment / Suspension Certificate	33
E) – Instructions for Certification	34
F) – General Information	35
G) – Sample Contract – General Terms	36

**FOOD SERVICES FOR  
BENTON COUNTY CORRECTIONS DEPARTMENT  
SECTION ONE  
CALL, OVERVIEW, AND SCHEDULE**

**I. INTRODUCTION**

Benton County (COUNTY), by and for, Benton County Corrections Department (BCCD) is requesting proposals from qualified food service management companies to provide food service, using BCCD's kitchen facilities, for male and females housed at the BCCD, and authorized staff as detailed in this Request for Proposals (RFP). The successful Bidder/Contractor will be responsible for all procurement, preparation, traying, clearing, and cleaning associated with food service in the BCCD.

The purpose of this RFP is to provide qualified firms the opportunity to present their qualifications and approach for food service management clearly and succinctly, while providing COUNTY with comparable information from each Bidder. Bidders are encouraged to provide additional information on any special programs such as incentive meals for positive inmate behavior; educational or training programs for inmates; and Officer and Staff meal options. The COUNTY will then determine which firm is best able to provide the management of the food service program.

**II. SCOPE OF SERVICE**

Bidders should anticipate serving approximately 7,875 to 9,975 meals per week, depending on detainee population, as part of this contract. These approximate meal counts may fluctuate up or down due to COVID-19 and inmate population. Meals will follow a 28-day cycle menu. Breakfast, lunch, and dinner are served 365 days per year. This RFP seeks food services for the following facility: **Benton County Corrections Department, 7122 W. Okanogan Pl., Bldg. B, Kennewick, Washington 99336.**

**III. NEGOTIATIONS AND CONTRACT AWARD**

Proposals will be evaluated in accordance with Section Three of this document ("Proposal Instructions and Evaluation"). If COUNTY decides to enter into negotiations with a Bidder, negotiations shall be directed toward obtaining written agreement between the COUNTY and the Bidder that is consistent with the Bidder's proposal and that is fair and reasonable to the COUNTY. The COUNTY may, at its option, choose to negotiate general contract terms and conditions, the provision of a performance bond, and equipment maintenance options. The COUNTY may also, at its option, choose to negotiate proposed pricing; however, Bidders shall be prepared to go forward with the pricing they have proposed. The COUNTY is most interested in and reserves the right to negotiate a final contract that is in the best interest of the COUNTY.

Negotiations may be formally terminated by the COUNTY if negotiations fail to result in a contract within a reasonable amount of time as determined by the COUNTY. At the discretion of the COUNTY, negotiations may then ensue with a different Bidder. If negotiations fail to result in a contract within a reasonable amount of time as determined by the COUNTY, the solicitation may be formally terminated. **This document and the materials enclosed here within constitute only an invitation to submit proposals and do not constitute an offer to provide food services. By issuing this RFP and evaluating proposals, the COUNTY is not obligating itself to enter into any contract.**

**IV. PERFORMANCE BOND**

The COUNTY reserves the right to require a performance bond for any resulting contract. Bidders shall include the per meal cost to provide a performance bond in the miscellaneous section of the Per Meals Cost and Fees Proposal, as requested in Section Three, Part I.4.

**V. CONTRACT PERIOD**

Initial contract award period shall commence on the 1<sup>st</sup> day of January 2021, and shall terminate on the 31<sup>st</sup> day of December 2022. Upon agreement of both parties, an awarded contract may be continued for up to two (2) two-year renewals subject to agreement between both parties regarding cost adjustments. The COUNTY reserves the right to compare prices to ensure that the COUNTY is getting the best possible value for the services provided under an awarded contract.

**VI. MINIMUM REQUIREMENTS**

**At the time of proposal submission, the Bidders must meet the following minimum requirements:**

- a. Proposal responses must be received by the Benton County Corrections Department **no later than 3:00 p.m., Thursday, October 29, 2020.**
- b. Proposal responses must be formatted as outlined in Section Three, Proposal Instructions and Evaluation, including a cover letter that contains the required information. Failure to do so may result in rejection of the proposal.
- c. Bidder must be properly licensed to do business in the area of doing business and in the State of Washington. The Bidder must have all applicable federal, state, and/or local licenses required.

**At the time of contracting, the successful Contractor must meet the following minimum requirements to be eligible for contract award:**

- a. Contractor must have adequate personnel and equipment to perform all requirements in the event of the award. Contractor shall provide such documentation as to its ability to perform as the COUNTY may require.
- b. Selected Contractor shall be able to comply with COUNTY contract requirements, which include insurance limits and requirements contained in this RFP and other federal, state, and local laws and regulations governing services purchased through contract.
- c. Selected Contractor shall be able to provide services upon contract award with COUNTY approved start-up time period, as necessary.
- d. Selected Contractors' company (to include any subsidiary or parent corporations/holding companies) shall not be in any form of bankruptcy.
- e. **Background Check / Criminal History Clearance**  
The Contractor and all personnel being considered for hire by Contractor to work in the BCCD, must complete the Benton County Background Check Authorization and Release form prior to working onsite. The Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client. The Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors,

and/or volunteers, who may or will have limited access to any client.

In addition to the above, prior to performance onsite, the Contractor, its employees, subcontractors, and their employees who will be working onsite will present themselves, their government issued identification and a check, cash or money order for \$34.75 for livescan, or \$71.25 if required to ink roll the finger print, to the Records Staff at the Benton County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Corrections Records Clerk. Information regarding any felony or misdemeanor conviction history will be presented to the Chief of Corrections for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTY network and the majority of computers within the Jail.

Prior to performance hereunder, Contractor, its employees, subcontractors, and their employees shall complete CJIS Online training. This is a web based training accessible from any computer. Contractor shall provide a contact for their company who will monitor and make sure backgrounded employees have completed training.

If this training has been taken previously for another criminal justice agency, it will not need to be repeated as the Records Sergeant will be able to locate the employee names online. Contractor shall provide the Records Sergeant at [jailadminsUPPORT@co.benton.wa.us](mailto:jailadminsUPPORT@co.benton.wa.us) the contact information for the individual who will monitor and ensure employee training is complete. The records Sergeant will then provide this individual with the website and instructions for completing training.

The COUNTY reserves the right to pull Contractor management, third-party repair and staff security clearances without notice for any reason at any time. Contractor will assume the responsibility for such action. The Contractor must notify the COUNTY immediately in the event a Contractor employee is arrested, or the Contractor learns an employee is under criminal investigation. The Contractor shall also require any employee to notify them immediately when the employee is taking prescription medication that may adversely affect their job performance or safety.

The Contractor must notify the Chief of Corrections and the appropriate Food Service Contract Administrator in writing whenever any management and staff employee has been terminated, permanently transferred or newly hired. The Contractor has sole responsibility for assuring return to the COUNTY of an employee's security identification badge, keys or electronic entry device within 24 hours of the employee's final shift.

f. **Sexual Misconduct / PREA**

The Contractor shall ensure all employees, subcontractor, and/or volunteers are knowledgeable and in compliance with the Prison Rape Elimination Act (PREA) standards per 28 CFR 115.11.

g. **Staffing**

The COUNTY is interested in receiving two different price proposals from the Bidder as further outlined in Attachment A – Proposal for Utilizing All Contractors' Employees; and Attachment A- Bid Alternate – Proposal for Utilizing Eight (8) Trustees in the Jail Kitchen.

Attachment A - Proposal for Utilizing All Contractors Employees:

The Contractor, at its expense, must staff its operations with the optimum number of employees at all times for the efficient operation of the facility. Contractor shall use no fewer than the number of employees or hours proposed in response to this RFP unless mutually approved in writing by the parties. In performance of its contract, Contractor agrees to comply with all federal, state, and local laws including but not limited to those related to: contract work hours, safety standards, overtime, equal employment opportunities, and compensation.

Attachment A – Bid Alternate:

The Contractor, at its expense, must staff its operations with the optimum number of employees at all times for the efficient operation of the facility utilizing eight (8) Trustees in the Jail Kitchen between the hours of 7:00am to 5:00pm. Contractor shall use no fewer than the number of employees or hours proposed in response to this RFP unless mutually approved in writing by the parties. In performance of its contract, Contractor agrees to comply with all federal, state, and local laws including but not limited to those related to: contract work hours, safety standards, overtime, equal employment opportunities, and compensation.

**VII. PROCUREMENT SCHEDULE**

Issue RFP	Wednesday, September 30, 2020
Pre-Proposal Conference	Thursday, October 15, 2020, 10:00 a.m.
Questions/Clarifications Deadline	Thursday, Oct. 22, 2020, 3:00 p.m.
Proposals Due	Thursday, Oct. 29, 2020, 3:00 p.m.
Contract Approved	TBD
Contract Signed by Bidder	TBD
Contract Signed by County	TBD
Contract Start Date	Friday, January 1, 2021

**Note: The COUNTY reserves the right to change this schedule without prior notice.**

**VIII. GENERAL PROPOSAL INFORMATION**

- a. The COUNTY reserves the right, in its sole discretion to:
  1. amend the RFP,
  2. to extend the deadline for submitting proposals,
  3. to decide whether a proposal does or does not substantially comply with the requirements of this RFP,
  4. to waive any minor irregularity, informality, or nonconformance with this RFP,
  5. to obtain or provide references to other public agencies, upon request, regarding the Bidder's contract performance, and
  6. at any time prior to contract execution (including after the announcement of the intent to award):
    - a. to reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures, and
    - b. to reject all proposals received and cancel this RFP upon a finding by the COUNTY that such cancellation would be in the best interest of the COUNTY.
- b. Costs incurred by any Bidder in preparation of a response to this RFP shall be the responsibility of the Bidder and will not be reimbursed by the COUNTY.

**This RFP does not obligate COUNTY to contract for the services specified herein. The COUNTY reserves the right to reject any or all proposals.**

**The COUNTY reserves the right to make an award with or without negotiation based on an appraisal of the competitive values, delivery time, and other terms offered. The COUNTY is not bound to make an award on the basis of the low proposal; they may consider the overall value to the COUNTY and/or other factors.**

**This document and the materials enclosed herewith constitute only an invitation to submit proposals and do not represent an offer by COUNTY. A proposal submitted in response hereto shall constitute an offer to provide food services. Only upon the COUNTY's acceptance of such offer and execution of a written contract as provided herein shall any contractual commitment be created.**

***This section was intentionally left blank***

**FOOD SERVICES FOR  
BENTON COUNTY CORRECTIONS DEPARTMENT  
SECTION TWO  
SCOPE OF WORK**

**I. INTRODUCTION**

The Benton County Corrections Department houses Adults from Benton County, and various contracts within the State of Washington for beds, at 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington. The BCCD can house up to 720 persons, but currently serves an average daily population of 375 – 475 adults. This number may fluctuate due to COVID-19 and inmate population.

To the extent the COUNTY decides to enter into contact negotiations with a Bidder, the COUNTY will be seeking a Contractor to provide services in accordance with this Section Two, Scope of Work. The Contractor will be responsible for all procurement, preparation, traying, clearing and cleaning associated with food service at the BCCD. The Contractor will operate the BCCD's kitchen with the Contractor's personnel only. No BCCD staff will be assigned food service related tasks in this facility without prior written approval from the Chief of Corrections.

**II. MEAL SERVICE AND MENU REQUIREMENTS**

**a. Estimated Delivery Requirements**

Meals for BCCD adults and authorized staff will follow a cycle menu of no less than 28-days. Meal counts are estimated at 1,125 – 1,425 adult and staff meals a day (three meals a day) or from 7,875 – 9,975 meals per week. Said estimate meal counts may fluctuate due to COVID-19 and jail population. "A Menu Planner" is to be maintained in the immediate kitchen area located just outside of the kitchen office. It is anticipated that the projected population levels and meal requirements will remain as projected during the initial or any subsequent contract years.

**b. Menus**

A 28-day cycle menu is required and the meal planning option for breakfast, lunch and dinner used by the Contractor will be the Traditional Food-Based Menu Planning. A no less than two-week menu for sack meals must be presented as well. Accompanying each menu must be a list of nutritionally equivalent substitutions in the event one or more of the menu items is not available. This menu must meet or exceed both the COUNTY's standards outlined below and American Correctional Association (ACA) mandatory requirements for food service in accredited correctional facilities.

All menu items shall meet all nutritional requirements established by and in accordance with Washington Administrative Codes (WAC) and the United States Department of Agriculture (USDA). The intent is to serve high quality nutritious food items that will appeal to men and women. The menu must be assessed and periodically revised by a Registered Dietitian to successfully meet the dietary preferences. The menu composition intent is to provide as wide a variety of food items and appropriate size portions for adults, depending on their individual needs.

**c. Nutrition Requirements**

**1. Menu Certification:** Menus must be reviewed and certified by a Registered Dietitian and deemed appropriate according to the RDA and RDI stated by the

National Academy of Sciences. The menus must conform to the United States Department of Agriculture (USDA) Dietary Guidelines for Americans relative to food composition, especially those relative to the amount of total fat and saturated fat (trans-fat free is preferable), calories, protein, iron, calcium, vitamin A, vitamin C, cholesterol, sodium and dietary fiber. The menus proposed must contain no more than 4,000 mg. sodium and no more than 30% calories from total fat (saturated fat is to be lower than or equal to 10% of total calories) averaged over the 7-day menu week. The Contractor must provide to the BCCD written certification of this review for each cycle menu prior to implementation. The Registered Dietitian will, at a minimum, independently review and approve the menu bi-yearly.

All meals served in the facility will be hot meals unless an emergency circumstance exists that causes a deviation or the BCCD has agreed in advance to a deviation from this requirement.

Sack meals will be provided, as required, to adults who spend part of their time outside the facility. Facility supervision may request sack meals to be served in the facility for purposes of internal controls.

**BCCD will not pay for any meals that are spoiled, or otherwise do not fulfill specifications.**

2. **Documentation:** Nutritional documentation for all of the breakfast, lunch, and dinner menus is required. The format may vary with computer programs, but the data must meet the USDA nutrient requirements and recommendations. At a minimum, the analysis must provide weekly summaries and list all RDA vitamins and nutrients as well as total fat, saturated fat, cholesterol, sodium and fiber contents. Any COUNTY contract awarded will be subject to the Contractor submitting the specified nutritional documentation and the USDA Food-Based breakfast, lunch, dinner and snack menu pattern for any new and/or revised 28-day cycle menus with a Registered Dietitian's certification submitted for BCCD's approval.
3. **Daily Calorie Requirement:** The minimum daily calorie requirement for the base BCCD menu shall be 2,500. Only one standard size condiment package and one 8 oz beverage may be applied to the caloric and nutritional content requirement.

d. **Portioning**

All food portion sizes listed on the menus shall be the cooked weight or shall be specifically identified as raw weight. The meat and/or meat alternative portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the proposal response. They must include the number and portion size of condiment packages.

The hot and cold food portions of the meal are to be placed on the specified appropriate insulated trays and placed on tray carriers for transport to each housing pod. The Contractor may not place any hot or cold food in insulated containers until one-half hour before the specified cart pick-up time. Prior to those times the hot and cold food is to be held in equipment designed for this purpose.

When there is a specific medical or religious diet ordered, the Contractor may place the specified portion in a Styrofoam serving container and label that meal or item for receipt by a specified detainee.

e. **Therapeutic Diets**

Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to adults according to the orders of the attending physician, dentist, nurse, or registered dietitian or as directed by the responsible health authority. Medical diets, and their menus will be developed and verified by a Registered Dietician. Therapeutic and restricted diets must be specific and complete and will be furnished in writing to the Contractor by authorized BCCD or Contract personnel. Restricted diets must conform as closely as possible to the food served to other adults. The source book to be used is the Nutrition Care Manual with subscription update service (formerly the Manual of Clinical Dietetics Fifth Edition), published by the American Dietetic Association or comparable source that will be subject to the approval of the BCCD. Medically prescribed food snacks must be served upon request at no additional cost. Medically prescribed dietary supplements must be provided as requested at cost.

f. **Religious & Vegan / Vegetarian Diets / Ramadan**

Religious and vegan/vegetarian diets must be prepared and served to adults according to the orders of the attending physician, dentist, nurse, registered dietitian or as directed by the responsible health authority official and/or the Chief of Corrections, or designee. Religious and vegan/vegetarian diets and their menus will be developed and verified by a Registered Dietitian and will be submitted in writing to the Contractor and the BCCD for review. Religious and vegan/vegetarian diets should be simple and conform as closely as possible to the other food being served. CONTRACTOR agrees to provide the County with religious and vegan/vegetarian meals at no extra charge, unless indicated otherwise in the bid proposals.

CONTRACTOR shall be responsible for researching the annual Ramadan schedule, menus, time of meals, and providing compliant meals for each year this contract is in place.

g. **Contingency Meals**

The Contractor will be required to provide food service at no additional cost to the BCCD in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that would cripple the normal operations of the corrections facility. At a minimum, the Contractor must maintain an on premise inventory sufficient to prepare and serve three (3) days of scheduled meals. The Contractor will be required to submit a BCCD approved contingency plan that will address this requirement within thirty (30) days of contract execution.

h. **Accounting / Auditing**

**ACCOUNTING CYCLE:** The Contractor must comply, for accounting cycle purposes, with the COUNTY's fiscal year of January 1<sup>st</sup> to December 31<sup>st</sup>, and calendar month periods.

**RIGHT TO AUDIT:** The COUNTY reserves the right to audit any aspect of its food service program, as performed by the Contractor, and Contractor will keep accurate and complete records thereof for at least three (3) years.

**BCCD will not pay for any meals that are spoiled, do not meet requirements or otherwise do not fulfill specifications of the agreement.**

III. **FOOD PRODUCTION, PREPARATION AND SERVICE**

a. **Quality Assurance**

The Contractor must maintain a comprehensive quality assurance program that implements Hazard Analysis Critical Control Points (HACCP) based on USDA Guidance.

HACCP is the delivery of safe food by controlling hazards (biological, chemical, and/or physical) that may occur or be introduced into foods along the flow of food during receiving, storing, preparing, cooking, cooling, reheating, holding, assembling, packaging, transporting and serving. If the Contractor has a HACCP program that addresses, but is not limited to the purchase, delivery, storage, preparation, portioning and delivery of food as well as facility and equipment sanitation and staff food handling practices, this HACCP program may be submitted to the BCCD for approval.

Such records must be filed in an orderly, chronological fashion to permit easy access and audit by the respective Food Service Contract Administrators. The Contractor must have a minimum of two Food Safety Inspections each Year by the local County Health Inspector. The Contractor must post their food safety inspections and must give members of the public copies of their food safety inspections if requested.

Contractor shall ensure health certification of facility. BCCD shall monitor food service operations of Contractor through periodic visits, which may include other appropriate County and State personnel. Meals provided by Contractor shall be prepared, put on trays and trays put on carts for transport to the pods by BCCD staff, and shall be maintained at their required temperatures and precautions taken for control and prevention of food-borne illness. Contractor shall keep all required daily storage, temperature, and other production records.

All foods used by Contractor will meet USDA standards of quality, sanitation and safety, applying to foods that are processed commercially and purchased by the program. COUNTY shall retain control of the quality, extent, and general nature of its food service.

All food purchased for use under the final contract with the COUNTY shall meet at least the following minimum specifications:

1. Beef, veal, pork and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20% and 6% respectively. All breaded products must have a product weight of 3 oz. before breading.
2. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.
3. Canned fruits and vegetables shall be at least USDA Grade C (or standard).
4. Frozen fruits and vegetables shall be at least USDA Grade B.
5. Fresh produce shall be at least USDA No. 2. Some minimum counts are as follows:
  - a. Apples 113
  - b. Oranges 113
  - c. Bananas 150 (petite)
  - d. Pears 90-100

The Contractor may serve comparable portions of other popular fresh fruits.

Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine) Fresh, fluid milk fortified with Vitamins A and D shall be served at breakfast, lunch, and dinner. Milk may also be served with snacks if applicable. Milk

may be 2%, Skim, nonfat, or Chocolate as needed to meet nutritional requirements. Dry/powdered milk may be used in cooking/baking.

Eggs shall be at least USDA Grade B Large.

7. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz before breading.
8. Bakery products - A minimum of 60 percent whole-grain products must be used. As long as they are within their "sell-by" dates, day-old breads may be purchased or donated, but must be used within 48 hours or frozen until the time of use (seven day maximum hold).
9. The Contractor may not purchase or utilize donated "second market" or distressed food items without the prior written approval of the COUNTY. The COUNTY must approve, in writing, any changes from the stated specifications.

**b. Storage**

The Contractor must provide for the correct receiving, prompt storage, rotation and issue of food items purchased for use in the BCCD. Products that have been frozen in excess of one year or are past the manufacturers or processors pull or freshness expiration date may not be served. All food products must be marked with a date when they were received and stored on a first-in-first-out (FIFO) rotation basis.

**c. Inventory**

For the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting purposes, the Contractor shall conduct physical inventories of all food and supply items.

All products required to serve the published menu will be on hand at the BCCD kitchen location in time to properly prepare the food. The Contractor will keep on hand sufficient food products as to be able to prepare and serve a minimum of three days of meal and snack service.

**d. Production Control Techniques**

The food production techniques and hold methods used in the BCCD facility must be in accordance with all applicable health and sanitation mandates. It is the specific responsibility of the Contractor to accurately maintain its food production records (whether manual or computer software driven) to conclusively prove that all food items are being prepared in accordance with the terms and conditions of this RFP and the resultant contract.

**Sulfites:** No sulfite additives are to be added on premises to any foods served under the resultant contract.

**e. Food Preparation**

1. **Method:** BCCD facilities are to utilize the traditional cook and serve methodology. Recipes, menus, and production schedules must all be designed to minimize the risk of spoilage.
2. **Recipes:** A file of tested bulk recipes adjusted to a yield appropriate for the

population counts specified must be physically maintained on the premises.

3. **Optimum Temperature Ranges:** All chilled food must be held and served at no more than 41 degrees F. and all hot food items held and served at no less than 140 degrees F. (Washington State Manual, School Food Safety Inspection Manual)

f. **Date Codes**

A code system acceptable to the respective Food Service Contract Administrators must be utilized to date all sack meals to prevent consumption of dated or spoiled foods. After 48 hours, all unused sack meals must be discarded.

g. **Sanitation and Safety**

1. **Laws and Regulations:** The Contractor will obey all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. The Contractor will be subject to inspections in the kitchen by the Benton-Franklin County Environmental Health Services, Benton-Franklin County Health District, State of Washington Health Inspectors, and authorized personnel from the BCCD.
2. **Food Handlers Cards and Medical Exams:** The Contractor will provide medical examinations as required by law and appropriate records for each employee will be kept on file with the respective Food Service Contract Administrator. This includes a current food handler's card on file for all the Contractor's staff and management. All Contractor management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.
3. **Food Samples:** The Contractor will save samples of all meals, including sack meals, in a freezer at all facilities for a period of not less than 10 days for testing in the event of an outbreak of food poisoning or contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.
4. **Emergency Situation Reports:** The Contractor will be responsible for immediately notifying the on duty supervisor of any fires in the kitchen or related areas and of any accidents involving Contractor personnel.
5. **Employee Physical Health:** The Contractor will not permit employees with communicable health problems (including open sores) to work.
6. **COVID-19 Protocol:** The Contractor shall have COVID-19 Protocols in place that follow the guidance issued by the CDC and the Department of Health; which includes, but is not limited to, daily health screenings, daily temperature reading using a touchless thermometer, required face mask, and social distancing of 6 feet apart. Contractor shall contact a Corrections Lieutenant or Jail Commander immediately if any employee shows up for work having symptoms of COVID-19 (i.e. fever, cough, difficulty breathing, etc.).
7. **Worker's Compensation / L&I:** The Contractor is responsible for processing all Workers Compensation reports relating to its employees.

h. **Food Delivery and Service**

Meal carts carrying the specified meal trays, will be available to BCCD staff to deliver to pod areas 15 to 30 minutes prior to the following scheduled meal service times:

**Breakfast 7:00 AM**

**Lunch 12:00**

**Dinner 5:00 PM**

All food must be held in the appropriate hot or cold holding units or properly temped insulated carriers.

A BCCD reporting form is filled out at each meal. The reporting form enables BCCD staff to quickly ascertain that all meal items have been provided. This form will be used for billing reconciliation purposes. The form must show the following information:

1. Number of meals ordered.
2. Number of meals received.
3. Number and type of special meals ordered with space for recipient signature.
4. The number of trays and beverages provided.

The carts will be returned to the kitchen within one (1) hour of the scheduled meal service time.

**i. Disposables / Expendables**

The Contractor will furnish all paper, plastic ware, sacks, paper towels, food handling gloves, hand soap and all other kitchen related supplies for the kitchen area operation and food service. The BCCD reserves the right to request that samples of disposable goods be submitted prior to contract execution.

**j. Receiving**

The Contractor will be responsible for scheduling product delivery and for assuring that qualified personnel are on site and available for all kitchen product deliveries. The Contractor should notify its Vendors that there is only space in the receiving area for one large truck at a time.

**k. Salespersons**

The Contractor should encourage all salespersons to call at their district offices. No salesperson will be permitted in the secured portions of the facilities. If a salesperson must call on the Contractor's unit managers, the managers must meet the salesperson in the public reception areas. [The Contractor shall minimize the use of this area as much as possible.] Note: Exceptions may be made for equipment repairs, deliveries or installations.

**l. Equipment Ownership & Responsibility**

**Requirement:** The Contractor shall warrant that it will take all reasonable and prudent measures necessary to assure the COUNTY that its equipment is being properly used and maintained. The Contractor will assume full fiscal responsibility for any damage incurred due to its employee's negligent handling of COUNTY owned fixtures, furniture and equipment.

**Preventative Maintenance & Equipment Repairs:** All current kitchen equipment, fire extinguishers and fire suppression systems are the responsibility of the COUNTY. The COUNTY is to keep a separate record on maintenance and repairs for each piece of equipment.

**Space / Office Equipment:** The COUNTY will provide a facility and current equipment required for the Contractor to produce the required number of meals. Space will be provided to the Contractor for a desk and related equipment to allow the Contractor to conduct business. The COUNTY will furnish a phone with basic service at no cost to the Contractor. If the Contractor makes any long distance calls on the phone provided by the

COUNTY, the Contractor will be liable for all cost associated with such calls. Contractor will be responsible for supplying all other necessary office furniture (desk, chair, etc.), equipment (computer, monitor, printer, etc.), and all office supplies.

**Cooking Related Ventilation Systems:** The COUNTY will assume responsibility for the proper maintenance and steam cleaning of the hood ventilation and stack systems a minimum of twice annually at the COUNTY expense.

**County Maintenance Assistance:** The Contractor shall notify the COUNTY of any damaged county property or county owned equipment needing repair. BCCD facilities staff shall be responsible for effecting repairs on all county owned property or equipment.

The Contractor will be expected to inform the BCCD Facilities Manager immediately of any equipment problems or deliberate mistreatment of same by a Contractor's employee.

**Inventory Procedures:** The Contractor and BCCD shall jointly inventory, at least annually, all capital equipment and COUNTY-owned service ware under the Contractor's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The Contractor will be liable for the replacement cost for all unaccounted items. A separate list of all Contractor supplied equipment must be maintained and submitted to the BCCD annually.

The Contractor has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

m. **Small Wares**

The Contractor shall, at its expense, maintain at 125% of the Average Daily Population (ADP) service wares such as insulated trays and cups. CONTRACTOR shall also maintain an adequate supply of other small wares, including but not limited to, knives, spatulas, ladles, spoons, whips, delivery carts, insulated bulk food carriers, and other related cooking utensils. Additionally, the Contractor will provide and replace all sanitation and janitorial equipment. Once purchased, all small wares become the property of the COUNTY.

n. **Auxiliary Food Service**

The Contractor must be available to provide food for visitors and other related COUNTY functions. The costs for auxiliary food services will be subject to individual requirements under terms written and agreed to by both parties. Such arrangements shall be priced on a cost-plus basis, with a specified not-to-exceed percentage mark-up, which will be negotiated with the successful Bidder.

IV. **OTHER TERMS**

a. **Payment**

The Contractor is to submit to the BCCD Administrative Services Manager, by Tuesday of each week, a day-by-day invoice for the previous week food service with the number and classification of meals prepared and served to:

1. Adult Inmates
2. Staff meals served (breakfast, lunch and dinner)
3. Regular meals served (breakfast, lunch and dinner)
4. Sack meals served
5. Special diet meals served (vegan, vegetarian, religious, etc.)

6. Medical diet meals served
7. Auxiliary Food Services
8. Rate per meal
9. Subtotal for each section
10. Grand total owing

Per meal charge on each invoice shall reflect the per meal cost scale as agreed to by both parties. The COUNTY will not pay for spoiled or unconsumed meals prepared in excess of the counts provided from Master Control.

**b. Vehicles**

Any vehicles required by the Contractor in the execution of the resultant contract, shall be purchased, used and maintained at its own expense. All vehicles used for food transport are to be maintained in a clean, sanitary condition at all times.

**c. Janitorial**

**Garbage:** The Contractor shall remove all trash to the assigned compactors/dumpster locations a minimum of twice a day. The Contractor will ensure that garbage is removed whenever any trash containers are full, at the end of a meal period or at the end of the workday.

**Cleaning:** The Contractor will be responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area including walk-in refrigerators/freezers, storerooms, dish wash areas, cart depot/dispatch areas, kitchen restrooms, offices and receiving areas. BCCD janitorial personnel will not be assigned any work in kitchens/food service areas assigned to the Contractor.

**General Janitorial and Personal Sanitation Supplies:** The Contractor is to supply all cleaning equipment and approved chemicals as well as hand soap, paper towels, and toilet tissue for all restrooms and hand washing sinks in the kitchen.

**d. Pest Extermination**

The Contractor shall be responsible for the cost and implementation of a regular monthly program for the extermination of rodents, vermin, and other unsanitary vectors in the kitchen areas only. AH/Chemical reports will be forwarded to the respective Food Service Contract Administrator. The Contractor may opt to select the service the COUNTY uses. Arrangements must be made with the BCCD Facilities Supervisor prior to the start of the contract.

**e. Energy Conservation**

When the BCCD kitchen facility is not in use or when food preparation is at a minimum, the Contractor will assume maximum utility/energy cost conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items. The Contractor will be responsible for turning off all non-essential equipment when the area is not in use.

**FOOD SERVICES FOR  
BENTON COUNTY CORRECTIONS DEPARTMENT  
SECTION THREE  
PROPOSAL INSTRUCTIONS AND EVALUATION**

**I. PROPOSAL INSTRUCTIONS**

**a. Submission**

Bidders shall submit one (1) original copy and one (1) electronic copy on a thumb drive of their response to: Benton County Corrections Department, 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington 99336, **no later than 3:00 P.M., Thursday, October 29, 2020. PROPOSALS MUST BE RECEIVED BY THE STATED DEADLINE.** All proposals that are not received by the deadline shall be considered late and shall be rejected.

Submit proposals in a sealed package appropriately marked with the proposal title and the name and address of the provider.

**b. Proposal Organization**

**Proposals shall be organized in the following manner:**

**1. Signed Cover Letter**

The Cover Letter shall briefly highlight the features of the proposal and state the number of years' experience the Bidder has providing services to correction facilities and/or similar facilities that are similar in size to the BCCD. The Cover Letter must state the name(s) of the person(s) authorized to represent the Bidder in any negotiations, the name(s) of the person(s) authorized to sign any contract that may be awarded, the contact person's name, mailing or place of business addresses, phone and fax numbers, and email addresses. A legal representative of the proposing organization authorized to bind the firm in contractual matters shall sign the cover letter and other required forms attached to this RFP. **Failure to submit a signed cover letter may result in rejection of the proposal.**

**2. Proposal**

Bidders shall provide all information as requested in this RFP. Responses must follow the format below ("Proposal Format/Requirements") either by restating the request/question or using the same lettering and numbering sequence. **Failure to do so may result in rejection of the proposal.** Proposals must be clear, succinct, printed single-sided on 8-1/2 X 11 paper, and in a type font no smaller than 11 point. All pages must be numbered.

The COUNTY may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. The number of pages submitted is not limited; however, proposals should be as concise as possible. All proposal submission material for this RFP shall become the property of the COUNTY and shall not be returned. The ability to follow these instructions demonstrates attention to detail.

### **3. References**

Provide a list of all corrections food service contracts with comparable corrections facilities for the last five years, indicate the contract length, the contract value per year, the name and address of the facilities, the name, title and contract responsibility for a client contact at each facility, and their current telephone number and email address (if available).

Bidder shall include all review and/or audit documentation for the past two calendar years from the State and Local Department of Health.

The COUNTY may select any of the named references from the list or may contact references not listed to interview and collect assessment information on Bidder contract performance. The COUNTY intends to contact a minimum of three references, but may choose to interview a greater or fewer number in its sole discretion.

The COUNTY reserves the right to investigate references including customers other than those listed in Bidder's submission. Investigation may include past performance of any Bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment employees and workers.

### **4. Attachments**

Include all requested materials at the end of your proposal response, including completed required forms found in the attachments to this RFP.

## **c. Proposal Format / Requirements**

The following information must be included in each proposal. In the event that previously presented information is applicable, do not present it again; simply reference its location. This information will give the BCCD personnel reviewing proposals an overview of the Bidder's business operation relative to comparable operations.

### **1. INFORMATION REQUIREMENTS**

#### **a. Corporate Business Information**

1. List the name, address, phone, fax, email, and website (if available) for your corporate headquarters.
2. Describe the services available.
3. Identify the ownership of your organization. If private, provide the most recent CPA's audited financial statement. If public, provide the most recent annual report.
4. List your credit rating and its source (bank, credit rating service, or other letter of reference).

5. If applicable, will parent guarantee subsidiary's debts throughout life of contract?
6. State whether there has been any form of bankruptcy or creditor protection within the past ten years.
7. Describe your accounting procedures.
8. Give an example of your audit control.
9. Describe the number, type and amount paid out for each lawsuit filed within the past ten years. The state, court jurisdiction and case number should be supplied for each. Designate the person to be contacted for receipt of all legal claims and explain the process for handling each case or complaint.

**b. Corporate Management**

1. Identify and list the background, education and experience of corporate management.
2. Identify the degree of participation with local offices from 0% to 100%.
3. Relative to span of control, how many levels of management are there?

**c. Organization Structure**

1. What is your legal organization classification and recent history relative to form, name and significant ownership changes?
2. List all majority/principal owners with five percent or more ownership.
3. List your business segment and geographic locations.
4. List your total number of corrections related units, their population and annual gross sales.
5. Specific to food service, how many regions are supervised?

**d. Operating Procedures**

1. Do you have effective written operating procedures? Provide relevant sample.
2. Is purchasing handled centrally by headquarters or by each location? Describe.
3. Is the accounting system computerized? Describe. Is staff available for cost analysis, research?
4. Are accounts receivable/payable handled by headquarters or by each location? Describe.

5. Regarding communication, how often are local operations visited? What is the nature of support and supervision of local operator?
6. Provide written information with your company's protocol on how the Coronavirus is handled amongst the facilities and with the employees.

**e. Regional Office**

1. List the name, address, phone, fax, and email for your regional office for Washington.
2. Describe the services available.

**f. Management**

1. Identify and list the education, experience, and length of service of regional management.
2. Identify the degree of participation from 0% to 100%.

**g. Organization Structure**

1. List your geographic area of activity.
2. What is the total number of operations and annual gross sales?
3. What is the structure of regional supervision? What areas are covered?
4. What is the ratio of regional supervisors to operations?

**h. Proposed BCCD Operation**

1. What management team is proposed for the BCCD operation? Provide the background of General and Unit Managers. Describe their experience.
2. Attach resumes, which are either for your specific candidates or represent the educational and experience background of whomever might be assigned.

**2. STAFFING**

**a. Wages & Benefits / Living Wage Requirements and Calculations**

Each Bidder shall calculate the total project cost and hours dedicated to each portion of this project. Hours and classifications required in this RFP shall be considered the minimum number of hours that will be evaluated for the routine services specified.

Bidders shall include in both Proposals Exhibit A and Exhibit A-Alternate Bid the entire cost of the work set forth in this RFP. The Proposal shall include a breakdown summarizing the employee classifications that the Bidder intends to use; the number of hours for each classification; and the wage structure and benefits package description and cost.

**b. Staffing Charts**

Provide detailed staffing charts showing scheduled hours for each person by position for each day of a normal workweek must be submitted within

both proposals.

**c. Initial and Ongoing Management and Staff Training**

Specify the type and length of orientation and training for new employees as well as ongoing/continuing education of its existing employees including length of training period, location for training, costs, and performance evaluation procedures. The Bidder is to specifically identify what initial (to include orientation) and ongoing training and amount of time will be dedicated to food handling, facility/equipment sanitation, personal hygiene, detainee contact issues and general facility security policies and procedures.

**3. PRODUCT INFORMATION**

**a. Cycle Menus**

Provide representative 28-day cycle menus and 14-day sack lunch menus as specified herein for the facility. All portions and product weights must be included.

**b. Food and Supplies Specifications**

Provide manufacturer or processor specifications that address the levels of quality, grade, size, pack, count, and all other relevant information for the 50 most frequently used items on the 28-day cycle menu. Those specifications shall be equal or greater than those specified in the RFP. Specifications for service ware to be used in the performance of these services shall also be included.

**c. Recipes**

Provide a minimum of 20 recipes for the prepared items proposed within the 28-day cycle menu.

**d. Inventory**

Detail the process used for inventory. Include a statement as to how often a physical inventory of non-processed food and supply items will be taken. The method for conducting the inventory and the disposition of the data collected must be explained in detail.

**e. Food Production Management**

Provide a description of your food production management system. If a computerized food production management software system is to be utilized for this or any other purpose, it must be so noted. Specifications outlining the features of the proposed computer program must be submitted within the proposal. If a manual system is used, a summary of that process must be presented.

**f. Quality Assurance**

Provide a description of the quality assurance program to be used in regard to the purchase, delivery, storage, preparation, portioning and delivery of food for the BCCD facility. The manner in which these records are to be assembled and stored must be addressed.

#### 4. PRICING

##### a. Per Meal Cost Proposal

Within the cost proposals, the Bidder must show the cost for each meal (breakfast, lunch and dinner) as well as distinguish sack meals (if different). The meals for the facility must be proposed at a level that reflects their total actual cost including delivery, administrative / management overhead and Bidder's anticipated profit. The meal prices proposal must not include any anticipated commodity credits.

In addition, the Bidder's consolidated price proposal must reflect the per meal prices which would be in effect if the population should increase in 15 person increments. The Bidder shall implement the new price level once the population level has been reached and sustained for a period of three (3) days or longer.

- Food cost (not including but showing the anticipated use of and credit to the COUNTY for U.S. Government commodities separately).
- Disposables (all non-returnable service ware and packaging directly related to the service of meals).
- Applicable local, state and federal taxes. Collection and payment of all taxes is the sole responsibility of the Bidder.
- Labor Cost (**see above**).
- Payroll taxes and benefits (with reference to the above, to include all on-site full time management and staff).
- Controllable Expenses (except equipment repairs and maintenance), all normal day-to-day expenses for operating supplies, non-equipment repairs and maintenance, uniforms and other related costs).
- Equipment and small wares expense (cost for installation and maintenance of any equipment not supplied by, but approved for use by the COUNTY. This includes the purchase and periodic replacement of Bidder supplied small wares).
- Administrative/Management Fee (those costs associated with the administration and management of the contract that are not shown in the labor, expenses or equipment/small wares categories. This fee is to include the Bidder's profit margin.)
- Miscellaneous Expenses (must be identified). The per meal price of the performance bond must be listed separately.

**BCCD will not pay for any meals that are spoiled or otherwise do not fulfill specifications of the agreement.**

##### b. Auxiliary Food Services

Bidder must be agreeable to providing auxiliary food services and, if awarded a contract, negotiate a cost-plus price for these services with a specified not-to-exceed markup percentage, include a not-to-exceed cost plus percentage for special catering functions, staff coffee service, medical purchases and related bulk purchases.

## II. EVALUATION

Proposals meeting the minimum requirements as determined by the COUNTY will be evaluated by authorized COUNTY personnel. The COUNTY is not bound to make an award on the basis of the low proposal; the COUNTY may consider the overall value to the COUNTY and/or other factors. **By issuing this RFP and evaluating proposals, the COUNTY is not obligating itself to enter into any contract. The COUNTY reserves the right to reject any or all proposals.**

This section intentionally left blank

**FOOD SERVICES FOR  
BENTON COUNTY CORRECTIONS DEPARTMENT  
SECTION FOUR  
GENERAL REQUIREMENTS**

**I. PROPOSAL SUBMISSION**

Proposals shall be submitted, as instructed in Section Three to the location specified by the stated due date and time, or they shall be rejected and returned to the Bidder unopened.

**II. CLARIFICATION OF REQUEST FOR PROPOSALS**

Any Bidder requiring clarification of the information specified in this RFP, or claiming objections to any provision herein, must submit specific questions/objections or comments in writing to:

**Joshua Shelton, Jail Commander**  
Benton County Corrections Department  
7122 W. Okanogan Pl. Bldg. B  
Kennewick, Washington 99336  
Phone (509) 783-1451, Ext. 3297,  
Fax (509) 222-3784  
Email: [Joshua.Shelton@co.benton.wa.us](mailto:Joshua.Shelton@co.benton.wa.us)

Questions may also be presented verbally at the Pre-Proposal Conference and facility tour. **All questions and clarification requests must be submitted by Thursday, October 22, 2020 by 3:00 p.m.** If BCCD determines that additional information or interpretation is necessary, such information or interpretation will be supplied in Addenda that will be mailed to all persons or firms that have attended the voluntary meeting.

**III. PRE-PROPOSAL CONFERENCE**

A highly recommended Pre-Proposal Conference will be held on **Thursday, October 15, 2020 at 10:00 a.m., Benton County Corrections Department, 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington.**

This meeting is designed to clarify the information provided within this RFP and provide Bidders an opportunity to tour the kitchen. There will be an opportunity to ask questions. Please read the RFP before this meeting and be prepared to submit in writing any questions you may have.

**Requirements to Access County Property**

Our sites are not currently open to the public and we are following the Governor's Stay Home, Stay Healthy order. In order to work on Benton County property, you will need to have with you the appropriate PPE, and follow the guidance issued by the CDC and Department of Health. This includes:

1. Health screenings to include a temperature reading using a touchless thermometer as well as a few basic health questions done at the beginning of the walk-through.
2. Attendees are required to wear face coverings. Please bring your own to use during

- the meeting.
3. Attendees will need to follow social distancing, at least 6 feet apart

Only group of 10 people or less will be allowed in one area at a time.

**IV. CLARIFICATION OF PROPOSALS/RESPONSES**

The County reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses will be in writing. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of that Bidder's proposal, response, and/or responses.

**V. CANCELLATION**

The COUNTY reserves the right to cancel this RFP and any subsequent award. In no event shall the COUNTY have any liability resulting there from. The Bidder assumes the sole risk and responsibility for all expenses or liabilities that have been or may be incurred in connection with this RFP.

**VI. REJECTION OF PROPOSALS**

COUNTY reserves the right to reject any or all responses to this Request for Proposal.

**VII. SAMPLE GENERAL CONTRACT TERMS**

To the extent the COUNTY decides in their discretion to select a Bidder to enter into contract negotiations, a sample Benton County Contract, setting forth sample general contract terms not specific to this RFP, is attached to this RFP. Specific project contract terms and conditions may be negotiated.

**VIII. DISPUTES**

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the COUNTY shall be final and binding upon all parties.

**IX. NON-COLLUSION**

A Bidder, submitting a Proposal hereby certifies that no officer, agent, or employee of COUNTY has a financial interest in this Proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

**X. PROPOSALS ARE PUBLIC RECORDS**

Bidders are advised that all documents submitted by Bidders are subject to the provisions of the Washington Public Records Act. Bidder will not copyright, or cause to be copyrighted, any portion of any document submitted to the COUNTY as a result of this RFP.

## **XI. CONTRACTING REQUIREMENTS**

Bidders are advised that the Food Service Provider for BCCD must agree to the following provisions.

### **a. Lobbying**

Certification Regarding Lobbying. CONTRACTOR must sign and submit a certification regarding lobbying that conforms in substance with language in 7 CFR 3018 and 7 CFR 3019 Appendix A (7) as set forth in Attachment C. The certification regarding lobbying shall be attached to the signed proposal and kept on file at the BCCD and forwarded to any state or federal agency required by 7 CFR 3018 and 7 CFR 3019 Appendix A (7). CONTRACTOR shall disclose any lobbying activities in connection with school nutrition programs in accordance with 7 CFR 3018, 7 CFR 3019 Appendix A (7).

### **b. Debarment / Suspension Certificate**

Debarment/Suspension Certificate. CONTRACTOR must sign a Debarment / Suspension Certification. This certification assures that CONTRACTOR has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when CONTRACTOR is being investigated for a legal action taken to debar CONTRACTOR from contracting activities.

### **c. Clean Air Act**

Provision requiring compliance with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, and EPA regulations (7 CFR 3016.36(i)(2), 7 CFR 3019 Appendix A (6)).

### **d. Environmental**

Environmental violations will be reported to FNS and vendor/FSMC will not utilize a facility listed on the EPA List of Violating Facilities (7 CFR 3016.36(i)(12), 7 CFR 3019 Appendix A (6)).

### **e. Energy**

The BCCD and CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (*Appendix C: OMB Circular No. A-102, Attachment 0, Paragraph 14.j*).

**Attachment A**

**COVER SHEET AND CERTIFICATION OF PROPOSAL FOR UTILIZING ALL CONTRACTORS EMPLOYEES**

---

To: Benton County Corrections Department, Benton County, Washington

The undersigned, an officer/principal partner/proprietor hereby certifies on behalf of \_\_\_\_\_ that I/we have carefully read the entire Request for Proposal, including the Call, Overview, and Schedule; Scope of Work; Proposal Instructions and Evaluation; General Requirements; and attachments relating to the food services for the Benton County Corrections Department at 7122 W. Okanogan Place, Bldg. B, Kennewick, WA, and thoroughly understands the same, and hereby submits the following proposal offering to provide such services.

**PRICE QUOTE IS FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT, LOCATED AT 7122 W. OKANOGAN PL, Bldg. B, KENNEWICK, WASHINGTON, 99336.**

Inmate Population	Daily Meals		2021 Cost/Meal	CPI%	2022 Cost/Meal
245-260	735	- 780	\$		\$
261-276	783	- 828	\$		\$
277-292	831	- 876	\$		\$
293-308	879	- 924	\$		\$
309-324	927	- 972	\$		\$
325-340	975	- 1020	\$		\$
341-356	1023	- 1068	\$		\$
357-372	1071	- 1116	\$		\$
373-388	1119	- 1164	\$		\$
389-404	1167	- 1212	\$		\$
405-420	1215	- 1260	\$		\$
421-436	1263	- 1308	\$		\$
437-452	1311	- 1356	\$		\$
453-468	1359	- 1404	\$		\$
469-484	1407	- 1452	\$		\$
485-500	1455	- 1500	\$		\$
501-516	1503	- 1548	\$		\$
517-532	1551	- 1596	\$		\$
533-548	1599	- 1644	\$		\$
549-564	1647	- 1692	\$		\$
565-580	1695	- 1740	\$		\$
581-596	1743	- 1788	\$		\$
597-612	1791	- 1836	\$		\$
613-628	1839	- 1884	\$		\$
629-644	1887	- 1932	\$		\$

Individual spot price quotes, each quote is the price to BCCD:

If religious and vegan/vegetarian meals exceed \_\_\_\_\_ % of the population, the COUNTY will be charged an additional \_\_\_\_\_ cents per regular meal cost for each religious and vegan/vegetarian meal.

FIRM NAME: \_\_\_\_\_

Circle one that applies:    Proprietorship    Partnership    Joint Venture    Corporation

ADDRESS: \_\_\_\_\_

STATE OF INCORPORATION (If a Corporation): \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Attachment A – BID ALTERNATE**

**COVER SHEET AND CERTIFICATION OF PROPOSAL UTILIZING EIGHT (8) TRUSTEES FROM THE JAIL IN THE KITCHEN**

To: Benton County Corrections Department, Benton County, Washington

The undersigned, an officer/principal partner/proprietor hereby certifies on behalf of \_\_\_\_\_ that I/we have carefully read the entire Request for Proposal, including the Call, Overview, and Schedule; Scope of Work; Proposal Instructions and Evaluation; General Requirements; and attachments relating to the food services for the Benton County Corrections Department at 7122 W. Okanogan Place, Bldg. B, Kennewick, WA, and thoroughly understands the same, and hereby submits the following proposal offering to provide such services **utilizing (8) trustees from the Benton County Corrections Facility between the hours of 7:00am – 5pm.**

**PRICE QUOTE IS FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT, LOCATED AT 7122 W. OKANOGAN PL, Bldg. B, KENNEWICK, WASHINGTON, 99336.**

Inmate Population	Daily Meals		2021 Cost/Meal	CPI%	2022 Cost/Meal
245-260	735	- 780	\$		\$
261-276	783	- 828	\$		\$
277-292	831	- 876	\$		\$
293-308	879	- 924	\$		\$
309-324	927	- 972	\$		\$
325-340	975	- 1020	\$		\$
341-356	1023	- 1068	\$		\$
357-372	1071	- 1116	\$		\$
373-388	1119	- 1164	\$		\$
389-404	1167	- 1212	\$		\$
405-420	1215	- 1260	\$		\$
421-436	1263	- 1308	\$		\$
437-452	1311	- 1356	\$		\$
453-468	1359	- 1404	\$		\$
469-484	1407	- 1452	\$		\$
485-500	1455	- 1500	\$		\$
501-516	1503	- 1548	\$		\$
517-532	1551	- 1596	\$		\$
533-548	1599	- 1644	\$		\$
549-564	1647	- 1692	\$		\$
565-580	1695	- 1740	\$		\$
581-596	1743	- 1788	\$		\$
597-612	1791	- 1836	\$		\$
613-628	1839	- 1884	\$		\$
629-644	1887	- 1932	\$		\$

Individual spot price quotes, each quote is the price to BCCD:

If religious and vegan/vegetarian meals exceed \_\_\_\_\_ % of the population, the COUNTY will be charged an additional \_\_\_\_\_ cents per regular meal cost for each religious and vegan/vegetarian meal.

FIRM NAME: \_\_\_\_\_

Circle one that applies:      Proprietorship      Partnership      Joint Venture      Corporation

ADDRESS: \_\_\_\_\_

STATE OF INCORPORATION (If a Corporation): \_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICIAL:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Attachment B**

**AFFIRMATIVE ACTION CONTRACT COMPLIANCE STATEMENT**

Contractors who desire to provide the BCCD with supplies and/or professional services must comply with the following affirmative action contract requirements. During performance of this contract, the Contractor agrees as follows:

- 1) The Contractor agrees to comply with all local, state, and federal laws prohibiting discrimination with regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 2) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration or employment without regard to race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- 4) The Contractor will send to each labor union or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's affirmative action commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) Any Contractor who is in violation of these requirements, or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from BCCD, or shall be subject to other legal action or action or contract cancellation unless a satisfactory showing is made that discriminatory practices, or noncompliance with applicable affirmative action programs, have terminated, and that reoccurrence of such acts is unlikely.

**ACKNOWLEDGEMENT:** The Undersigned acknowledges that he/she has read and understands the foregoing.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRM NAME

**Attachment C**

**CERTIFICATION REGARDING LOBBYING CHILD NUTRITION PROGRAMS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Check here if the organization does not receive more than \$100,000 in federal funds. Complete the information below and return this form with your application.

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**Attachment D**

**Certification Regarding Debarment, Suspension, and Other Responsible Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_ By \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## Attachment E

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out above.
2. The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out above. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the department or agency may terminate this transaction for cause or default.

**Attachment F**

**GENERAL INFORMATION**

**Business Style of Bidder**

The party who submits this proposal and to whom the contract may be awarded is, and notice of selection of negotiations with County should be mailed or delivered to:

NAME (legal name of person, firm or corporation submitting proposal)	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership	STATE OF WASHINGTON, UBI NUMBER
ADDRESS	PHONE NUMBER
	FAX NUMBER

**Signature:** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Printed or Typed Date

**INSTITUTIONAL FOOD SERVICE CONTRACT  
TERMS AND CONDITIONS**

---

This Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY" OR "BCCD"), and \_\_\_\_\_ with its principal offices at \_\_\_\_\_, (hereinafter "CONTRACTOR").

**1. CONTRACT DOCUMENTS:**

1. Contract Terms and Conditions (this document)
2. Exhibit A – 2021-2022 Pricing for Meals
3. Exhibit B – The COUNTY's RFP dated \_\_\_\_\_ and all documents submitted or received by CONTRACTOR dated \_\_\_\_\_
4. Exhibit C – Background Check Form

In the case of any inconsistency or conflict between any of the above referenced contract documents, the Contract Terms and Conditions shall govern over the remaining contract documents.

- 2. CONTRACT PERIOD:** Contract period shall commence January 1, 2021, and shall terminate December 31, 2022. Upon agreement of both parties this contract may be continued for up to two (2) two-year renewal options subject to agreement between both parties regarding cost adjustments. Cost adjustments for renewal options must be submitted by July 31<sup>st</sup> of every year.

- 3. ADVERTISING:** Award of a contract does not grant the right to the CONTRACTOR to utilize the award in any advertising media; nor may the COUNTY or any COUNTY official or employee endorse a product or service covered by this Contract.

- 4. TERMINATION:** 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 sixty (60) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost 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.

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 paragraph 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.

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.

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 one hundred twenty (120) 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 30, Compensation. Nothing in this section shall limit the rights of the COUNTY pursuant to this Contract or by law.

**5. 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 30 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 or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which 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.

6. **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 CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

7. **INFRINGEMENTS:** CONTRACTOR agrees to defend, protect and hold harmless the COUNTY, its elected and appointed officials, employees, agents and representatives against all claims, suits, actions or proceedings ordered and to assume all expenses and damages, including attorney's fees and costs arising from any claims regarding infringement of any third-party's rights. This term shall survive the termination or expiration of this Contract and shall remain in force for five years from the date of such termination or expiration.

8. **WARRANTIES:** CONTRACTOR warrants that the food services and all other items supplied pursuant to this Contract conform to the COUNTY specifications as stated herein and are fit for the purpose for which such service/product is intended if any are ordinarily employed, except that if a particular purpose is stated the service/product must then be fit for the particular purpose.

9. **NON WAIVER BY ACCEPTANCE OF VARIATION:** No Contract provisions or COUNTY right under this Contract or by law are waived by acceptance of or failure to object to any act or omission which is not in conformance with this Contract or is in breach thereto.

10. **TAXES:** CONTRACTOR shall collect and pay all federal, state and local taxes, if any, and charges arising from any purchase hereunder. COUNTY agrees to pay CONTRACTOR'S B&O tax, excluding all applicable deductions, for services performed hereunder at the current Washington State rate of 1.5%, or as amended by the State throughout the term of this Contract.

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

negligence of the COUNTY or its officers, officials, employees, or agents.

In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 11 shall survive termination and expiration of this Contract.

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

**12. 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 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, employers liability, commercial liability or commercial umbrella liability insurance.

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, 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 will contain an endorsement naming the COUNTY, 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 will 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 112. 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, 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 be 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, 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, 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 Agreement 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 and have a 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 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, 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 written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and 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, are to be provided to the COUNTY's Contract Representative referenced in Section 34.a.
3. All written notices under this Section 12 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 33.a.
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

**13. NON-DISCRIMINATION AND AFFIRMATIVE ACTION:** CONTRACTOR agrees not to discriminate against any person in the performance of any of its obligations hereunder on the basis of race, religion, creed, color, national origin, sex, marital status, veteran status, the presence of any disabilities, or any other protected status.

**14. 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.

15. **CONFIDENTIALITY:** The CONTRACTOR, its employees, subcontractors, and their 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.
16. **GOVERNING LAW; VENUE:** This Contract shall be governed by the laws of the State of Washington. Any lawsuit arising out of this agreement shall be brought in the Superior Court of the State of Washington for Benton County.
17. **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.
18. **LICENSING AND PERMITS:** CONTRACTOR must be properly licensed to do business in the State of Washington. CONTRACTOR must have and maintain all local permits and/or licensing that are or may be required.
19. **PAYMENT TERMS:** The COUNTY will pay the CONTRACTOR within twenty days from receipt of a weekly bill from the CONTRACTOR that contains the following information:

The previous week food service with the number and classification of meals prepared and served to:

- a. Detainees
- b. Staff meals served (breakfast, lunch and dinner)
- c. Regular meals served (breakfast, lunch and dinner)
- d. Sack meals served
- e. Special diet meals served (vegan, vegetarian, religious, Ramadan, etc.)
- f. Medical diet meals served
- g. Auxiliary Food Services (prior written authorization and separate billing required)
- h. Rate per meal
- i. Subtotal for each section
- j. Taxes, if any, provided pursuant to this Contract
- k. Grand total owing

The COUNTY will not pay for any spoiled and/or unconsumed meals that are prepared in

excess of the counts provided from Master Control, or which do not meet the specifications of this Contract.

20. **COMPUTER EQUIPMENT:** The CONTRACTOR shall furnish all computer hardware and software ("computer equipment") to fulfill its duties and obligations pursuant to this Contract at no expense to the COUNTY.

All hardware and software provided pursuant to this Contract are the property of the CONTRACTOR.

21. **CHANGES:** No alterations in any terms and conditions of this Contract will be effective without written consent of the COUNTY and CONTRACTOR.

22. **HANDLING AND SHIPPING:** No additional charges will be allowed for shipping or handling for orders or order shortages.

23. **DELIVERY:** The CONTRACTOR must give BCCD prior notification of all merchandise deliveries, so arrangements can be made for unloading the truck.

24. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all shipments of merchandise will be made F.O.B. at the following:

Benton County Corrections Department  
7122 W Okanogan Pl, Bldg. B  
Kennewick, Washington 99336

25. **SEVERABILITY:** If any part of this Contract is declared void or illegal, all remaining parts or terms of this Contract shall remain binding on all parties.

26. **ENTIRE AGREEMENT:** The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

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.

28. **MEAL SERVICE AND MENU REQUIREMENTS**

- a. **Estimated Delivery Requirements**

Meals for BCCD adult and authorized staff shall follow a cycle menu of no less than 28-days. Meal counts are estimated at 1,125 – 1,425 adult and staff meals three times a day or from 7,875 – 9,975 meals per week. Meal counts may fluctuate based on the status of COVID-19 and inmate population. "A Menu Planner" shall be maintained in the immediate kitchen area located just outside of the kitchen office. It is anticipated that the projected population levels and meal requirements will remain as projected during the initial or any subsequent contract years.

**b.** Menus

A 28-day cycle menu is required and the meal planning option for breakfast, lunch and dinner used by the CONTRACTOR will be the Traditional Food-Based Menu Planning. A no less than two-week menu for sack meals must be presented as well. Accompanying each menu must be a list of nutritionally equivalent substitutions in the event one or more of the menu items is not available. This menu must meet or exceed both the COUNTY standards outlined herein and American Correctional Association (ACA) mandatory requirements for food service in accredited correctional facilities whichever is more stringent.

All menu items shall meet all nutritional requirements established by and in accordance with Washington Administrative Codes (WAC), United States Department of Agriculture (USDA). The intent is to serve high quality nutritious food items that will appeal to men and women. The menu must be assessed and periodically revised by a Registered Dietitian to successfully meet the dietary preferences. The menu composition intent is to provide as wide a variety of food items and appropriate size portions for adults, depending on their individual needs.

**c.** Nutrition Requirements

1. Menu Certification: Menus must be reviewed and certified by a Registered Dietitian and deemed appropriate according to the RDA and RDI stated by the National Academy of Sciences. The menus must conform to the United States Department of Agriculture (USDA) Dietary Guidelines for Americans relative to food composition, especially those relative to the amount of total fat and saturated fat (trans-fat free is preferable), calories, protein, iron, calcium, vitamin A, vitamin C, cholesterol, sodium and dietary fiber. The menus proposed must contain no more than 4,000 mg. sodium and no more than 30% calories from total fat (saturated fat is to be lower than or equal to 10% of total calories) averaged over the 7-day menu week. The CONTRACTOR must provide to the BCCD written certification of this review for each cycle menu prior to implementation. The Registered Dietitian must, at a minimum, independently review and approve the menu bi-yearly. Expenses for such review shall be borne by CONTRACTOR.

All meals served in the facility shall be hot meals unless an emergency circumstance exists that causes a deviation or the BCCD has agreed in advance to a deviation from this requirement.

Sack meals will be provided, as required, to adults who spend part of their time outside the facility. Facility supervision may request sack meals to be served in the facility for purposes of internal controls.

COUNTY will not pay for any meals that are spoiled or otherwise do not fulfill specifications.

2. Documentation: Nutritional documentation for all of the breakfast, lunch and dinner menus is required. The format may vary with computer programs, but the data must meet the USDA nutrient requirements and recommendations. At a minimum, the analysis must provide weekly summaries and list all RDA vitamins and nutrients as well as total fat, saturated fat, cholesterol, sodium and fiber contents. CONTRACTOR shall submit the specified nutritional documentation and the USDA Food-Based breakfast, lunch and dinner menu pattern for any new and/or revised 28-day cycle menus with a Registered Dietitian's certification submitted for BCCD's approval.
3. Daily Calorie Requirement: The minimum daily calorie requirement for the base BCCD menu shall be 2,500. Only one standard size condiment package and one 8 oz beverage may be applied to the caloric and nutritional content requirement by CONTRACTOR. Any additions or changes to the menu by any authorized COUNTY agent, which shall increase the cost per meal, shall be agreed upon in writing by both parties.

**d.** Portioning

All food portion sizes listed on the menus shall be the cooked weight or shall be specifically identified as raw weight. The meat and/or meat alternative portions in casserole or combination dishes must be listed. The contents for all sack meals must be clearly indicated by item and weight. All portions must be listed on the menus that are submitted in the proposal response. They must include the number and portion size of condiment packages.

The hot and cold food portions of the meal are to be placed on the specified appropriate insulated trays and placed on tray carriers for transport to each housing pod. The CONTRACTOR may not place any hot or cold food in insulated containers until one-half hour before the specified cart pick-up time. Prior to those times the hot and cold food is to be held in equipment designed for this purpose.

When there is a specific medical or religious diet ordered, the CONTRACTOR may place the specified portion in a styro-foam serving container and label that meal or item for receipt by a specified detainee.

**e.** Therapeutic Diets

Therapeutic or restricted diets must be available upon medical authorization. Specific diets must be prepared and served to adults according to the orders of the attending physician, dentist, nurse or registered dietitian or as directed by the responsible health authority official. Medical diets and their menus will be developed and verified by a Registered Dietician. Therapeutic and restricted diets must be specific and complete and will be furnished in writing to the CONTRACTOR by authorized BCCD or Contract personnel. Restricted diets must conform as closely as possible to the food served to other inmates. The source book to be used is the Nutrition Care Manual with subscription update service (formerly the Manual of Clinical Dietetics Fifth Edition), published by the

American Dietetic Association or comparable source that will be subject to the approval of the BCCD. Medically prescribed food snacks must be served upon request at no additional cost. Medically prescribed dietary supplements must be provided as requested at cost and shall be available with four (4) hours' notice.

f. Religious & Vegan / Vegetarian Diets / Ramadan

Religious and vegan/vegetarian diets must be available to be prepared and served according to the orders of the attending physician, dentist, nurse, registered dietitian or as directed by the responsible health authority official. Religious and vegan/vegetarian diets and their menus will be developed and verified by a Registered Dietitian and will be submitted in writing to the CONTRACTOR. Religious and vegan/vegetarian diets should be simple and conform as closely as possible to the food served to others. Contractor agrees to provide the said religious meals and vegan/vegetarian meals at no extra charge, unless indicated otherwise in the bid proposal.

CONTRACTOR shall be responsible for researching the annual Ramadan schedule, menus, time of meals, and providing compliant meals for each year this contract is in place.

g. Contingency Meals

The CONTRACTOR may not charge additional fees for the provision of food services even in the event of lockdowns, riots, severe weather conditions, fire, power failure, labor strikes, ice storms, acts of God or other events that would cripple the normal operations of the BCCD facility. At a minimum, the CONTRACTOR must maintain an on-premise inventory sufficient to prepare and serve three (3) days of scheduled meals. The CONTRACTOR shall submit a COUNTY approved contingency plan that will address this requirement within thirty (30) days of contract execution.

h. Accounting / Auditing

ACCOUNTING CYCLE: The CONTRACTOR must comply, for accounting cycle purposes, with the COUNTY's fiscal year of January 1st to December 31st, and calendar month periods.

RIGHT TO AUDIT: The COUNTY reserves the right to audit any aspect of its food service program, as performed by the CONTRACTOR, and CONTRACTOR will keep accurate and complete records thereof for at least three (3) years.

**29. FOOD PRODUCTION, PREPARATION AND SERVICE**

a. Quality Assurance

The CONTRACTOR must maintain a comprehensive quality assurance program that implements Hazard Analysis Critical Control Points (HACCP) based on USDA Guidance.

HACCP is the delivery of safe food by controlling hazards (biological, chemical, and/or physical) that may occur or be introduced into foods along the flow of food during receiving, storing, preparing, cooking, cooling, reheating, holding, assembling, packaging, transporting and serving. If the CONTRACTOR has a HACCP program that addresses, but is not limited to the purchase, delivery, storage, preparation, portioning and delivery of food as well as facility and equipment sanitation and staff food handling practices, this HACCP program may be submitted to the COUNTY for approval.

Records must be filed in an orderly, chronological fashion to permit easy access and audit by the respective Food Service Contract Administrators. The CONTRACTOR must arrange for and have a minimum of two Food Safety Inspections each year by the local County Health Inspector. The CONTRACTOR must post their food safety inspections and must give members of the public copies of their food safety inspections if requested.

CONTRACTOR shall ensure health permit for kitchen facility. BCCD may monitor food service operations of CONTRACTOR through periodic visits, which may include other appropriate County and State personnel. Meals provided by CONTRACTOR shall be prepared, put on trays and trays put on carts for transport to the detention pods by BCCD staff, and shall be maintained at their required temperatures and precautions taken for control and prevention of food-borne illness. CONTRACTOR shall keep all required daily storage, temperature, and other production records.

All foods used by CONTRACTOR shall meet USDA standards of quality, sanitation and safety, applying to foods that are processed commercially and purchased by the program. COUNTY shall retain control of the quality, extent, and general nature of its food service.

All food and supplies purchased for use under the final contract with the COUNTY by the CONTRACTOR as agent for the COUNTY correctional food services and supplies program shall meet at least the following minimum specifications:

1. Beef, veal, pork and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be in excess of 20% and 6% respectively. All breaded products must have a product weight of 3 oz. before breading.
2. Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.
3. Canned fruits and vegetables shall be at least USDA Grade C (or standard).
4. Frozen fruits and vegetables shall be at least USDA Grade B.

5. Fresh produce shall be at least USDA No. 2. Some minimum counts are as follows:

- a. Apples 113
- b. Oranges 113
- c. Bananas 3-4 (petite)
- d. Pears 90-100

The CONTRACTOR may serve comparable portions of other popular fresh fruits.

6. Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine) Fresh, fluid milk fortified with Vitamins A and D shall be served at breakfast, lunch, and dinner. Milk may also be served with snacks if applicable. Milk may be 2%, Skim, nonfat, or Chocolate as needed to meet nutritional requirements. Dry/powdered milk may be used in cooking/baking.

Eggs shall be at least USDA Grade B Large.

7. Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz before breading.

8. Bakery products - A minimum of 60 percent whole-grain products must be used. As long as they are within their "sell-by" dates, day-old breads may be purchased, but must be used within 48 hours or frozen until the time of use (seven day maximum hold).

9. The CONTRACTOR may not purchase or utilize donated "second market" or distressed food items, or food items outside of the specifications stated herein without the prior written approval of COUNTY.

b. Storage

The CONTRACTOR must provide for the correct receiving, prompt storage, rotation and issue of food items purchased for use in the BCCD. Products that have been frozen in excess of one year or are past the manufacturers or processors pull or freshness expiration date may not be served. All food products must be marked with a date when they were received and stored on a first-in-first-out (FIFO) rotation basis.

c. Inventory

The CONTRACTOR shall be the sole agent for purchasing food and supplies under this contract. For the purpose of maintaining a regular supply of fresh foods and for cost control and accurate reporting purposes, the CONTRACTOR shall conduct physical inventories of all food and supply items.

All products required to serve the published menu will be on hand at the BCCD kitchen location in time to properly prepare the food. The CONTRACTOR shall keep on hand sufficient food products as to be able to prepare and serve a minimum of three days of meal and snack service.

d. Production Control Techniques

The food production techniques and hold methods used in the BCCD facility must be in accordance with all applicable health and sanitation mandates. It is the specific responsibility of the CONTRACTOR to accurately maintain its food production records (whether manual or computer software driven) to conclusively prove that all food items are being prepared in accordance with the terms and conditions of the Contract.

Sulfites: No sulfite additives are to be added on premises to any foods served under the resultant contract.

e. Food Preparation

1. Method: CONTRACTOR shall utilize the traditional cook and serve methodology, recipes, menus, and production schedules must all be designed to minimize the risk of spoilage.
2. Recipes: An offline file of tested bulk recipes adjusted to a yield appropriate for the population counts specified must be maintained on the premises.
3. Optimum Temperature Ranges: All chilled food must be held and served at no more than 41 degrees F. and all hot food items held and served at no less than 140 degrees F. (Washington State Manual, School Food Safety Inspection Manual).

f. Date Codes

A code system acceptable to the respective Food Service Contract Administrators must be utilized to date all sack meals to prevent consumption of dated or spoiled foods. After 48 hours, all unused sack meals must be discarded.

g. Sanitation and Safety

1. Laws and Regulations: The CONTRACTOR shall comply with all federal, state and local laws and ordinances regarding health, sanitation, safety and environmental disposal regulations. The CONTRACTOR shall be subject to inspections in the kitchen by the Benton-Franklin Counties Environmental Health Services, Benton-Franklin Counties Health District, State of Washington Health Inspectors, and authorized personnel from the BCCD.

2. Food Handlers Cards and Medical Exams: The CONTRACTOR shall provide medical examinations as required by law and appropriate records for each employee will be kept on file with the respective Food Service Contract Administrator. This includes a current food handler's card on file for all the CONTRACTOR'S staff and management. All CONTRACTOR management and supervisory staff must successfully complete the National Restaurant Association sponsored "ServSafe" program within six months of contract initiation and within three months of employment thereafter.
3. Food Samples: The CONTRACTOR shall save samples of all meals, including sack meals, in a freezer at all facilities for a period of not less than 10 days for testing in the event of an outbreak of food poisoning or contamination. Samples must be clearly marked as to the dates and times of preparation, service and storage.
4. Emergency Situation Reports: The CONTRACTOR shall be responsible for immediately notifying the on duty correctional supervisor of any fires in the kitchen or related areas and of any accidents or injuries, no matter how minor, involving CONTRACTOR personnel. Such reports shall be made verbally and in writing. CONTRACTOR personnel shall cooperate in any reasonable fashion with any investigation required by the correctional supervisor or his/her designee that is necessitated by such accidents or injuries.
5. Employee Physical Health: The CONTRACTOR shall not permit employees with communicable health problems (including open sores) to work.
6. COVID-19 Protocol: The Contractor shall have COVID-19 Protocols in place that follows the guidance issued by the CDC and the Department of Health; which includes, but is not limited to, daily health screenings, daily temperature reading using a touchless thermometer, required face mask, and social distancing of 6 feet apart. Contractor shall contact a Corrections Lieutenant or Jail Commander immediately if any employee shows up for work having symptoms of COVID-19 (i.e. fever, cough, difficulty breathing, etc.).
7. Worker's Compensation / L&I: The CONTRACTOR is responsible for processing all Workers Compensation reports relating to its employees.

h. Food Delivery and Service

Meal carts carrying the specified meal trays will be available to detention staff to deliver to pod areas 15 to 30 minutes prior to the following scheduled meal service times:

Breakfast 7:00 AM

Lunch 12:00 PM

Dinner 5:00 PM

All food must be held in the appropriate hot or cold holding units or properly temped insulated carriers.

A reporting form is filled out at each meal. The reporting form enables BCCD staff to quickly ascertain that all meal items have been provided. This form will be used for billing reconciliation purposes. These forms shall accompany the invoice. The form must show the following information:

1. Number of meals ordered for each housing unit.
2. Total amount of meals received.
3. Number and type of special meals ordered.

The carts will be returned to the kitchen within one (1) hour of the scheduled meal service time.

i. Disposables / Expendables

The CONTRACTOR shall furnish all paper, plastic ware, sacks, paper towels, hand soap, food serving gloves, and all other kitchen related supplies for the kitchen area operation and food service. The BCCD reserves the right to request that samples of disposable goods be submitted prior to contract execution.

j. Receiving

The CONTRACTOR shall be responsible for scheduling product delivery and for assuring that qualified personnel are on site and available for all kitchen product deliveries. The CONTRACTOR should notify its Vendors that there is only space in the receiving area for one large truck at a time.

k. Salespersons

The CONTRACTOR should encourage all salespersons to call at their district offices. No salesperson will be permitted in the secured portions of the facilities. If a salesperson must call on the CONTRACTOR'S unit managers, the managers must meet the salesperson in the public reception areas. [The CONTRACTOR shall minimize the use of this area as much as possible.] Note: Exceptions may be made for equipment repairs, deliveries or installations at the discretion of the on-duty correctional supervisor who must be notified in advance of any attempt to bring such persons into the facility.

l. Equipment Ownership & Responsibility

Requirement: The CONTRACTOR shall warrant that it will take all reasonable and prudent measures necessary to assure the COUNTY that its equipment is being

properly used and maintained. The CONTRACTOR will assume full financial responsibility for any damage incurred due to its employee's negligent handling of COUNTY owned fixtures, furniture and equipment less normal wear and tear.

Preventative Maintenance & Equipment Repairs; All current kitchen equipment, fire extinguishers and fire suppression systems are the responsibility of the COUNTY.

Space / Office Equipment: The COUNTY will provide a facility and current equipment required for the CONTRACTOR to produce the required number of meals. Space will be provided to the CONTRACTOR for a desk and related equipment to allow the CONTRACTOR to conduct business. The COUNTY will furnish a phone with basic service at no cost to the CONTRACTOR. If the CONTRACTOR makes any long distance calls on the phone provided by the COUNTY, the CONTRACTOR will be liable for all cost associated with such calls. CONTRACTOR will be responsible for supplying all other necessary office furniture (desk, chair, etc.), equipment (computer, monitor, printer, etc.), and all office supplies.

Cooking Related Ventilation Systems: The COUNTY will assume responsibility for the proper maintenance and steam cleaning of the hood ventilation and stack systems a minimum of twice annually at the COUNTY's expense.

County Maintenance Assistance: The CONTRACTOR may, upon request, utilize COUNTY's maintenance personnel for minor electrical and equipment repairs. The decision to repair or not repair rests solely with COUNTY.

The CONTRACTOR will be expected to inform the BCCD Facilities Supervisor immediately of any equipment problems or deliberate mistreatment of same by a CONTRACTOR'S employee.

Inventory Procedures: The CONTRACTOR and BCCD shall jointly inventory, at least annually, all capital equipment and COUNTY-owned service ware under the CONTRACTOR'S direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. The CONTRACTOR will be liable for the replacement cost for all unaccounted items. A separate list of all CONTRACTOR supplied equipment must be maintained and submitted to the BCCD annually.

The CONTRACTOR has sole responsibility for properly securing and maintaining this equipment in accordance with all health codes, food service industry best practices and specified security procedures.

m. Small Wares

The Contractor shall, at its expense, maintain at 125% of the Average Daily Population (ADP) service wares such as insulated trays and cups. CONTRACTOR

shall also maintain an adequate supply of other small wares, including but not limited to, knives, spatulas, ladles, spoons, whips, delivery carts, insulated bulk food carriers, and other related cooking utensils. Additionally, the Contractor will provide and replace all sanitation and janitorial equipment. Once purchased, all small wares become the property of the COUNTY.

n. Auxiliary Food Service

The CONTRACTOR must be available to provide food for visitors and other related COUNTY functions. The costs for auxiliary food services will be subject to individual requirements under terms written and agreed to by both parties. Such arrangements shall be priced on a cost-plus basis, with a specified not-to-exceed percentage mark-up, which will be negotiated with the successful Bidder.

**30. COMPENSATION:** For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. The CONTRACTOR shall be paid in accordance with the cost per meal outline in Exhibit A attached hereto.
- b. CONTRACTOR agrees to provide the COUNTY with religious and vegan/vegetarian meals at no extra charge, unless indicated otherwise in Exhibit A.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may submit invoices to the COUNTY not more than once per week 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 twenty (20) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

Unless otherwise provided for 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.

**31. BENTON COUNTY BACKGROUND CHECK**

- a. The CONTRACTOR, its employees, subcontractors employees who will be working onsite are required to complete in full the Security Background Check form attached hereto and referenced herein as Exhibit C. Successful completion of the background check, as determined by COUNTY, is required prior to the first day of work or entry into the jail. The completed form should be emailed to [jailadminsUPPORT@co.benton.wa.us](mailto:jailadminsUPPORT@co.benton.wa.us) or faxed to (509) 222-3784 attention Records Sergeant. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees discover that a friend or family member is in the jail's custody they must immediately notify jail staff.
- b. In addition to the above, prior to performance hereunder, the CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will present themselves, their government issued identification and a check, cash or money order for \$34.25 for livescan, or \$71.25 if required to ink roll the finger print, to the records staff at the Benton County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Chief of Corrections for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a CONTRACTOR employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the COUNTY network and the majority of computers within the Jail facility.
- c. Prior to performance hereunder, CONTRACTOR, its employees, subcontractors, and their employees shall complete CJIS Online training. This is a web based training accessible from any computer. Contractor shall provide a contact for their company who will monitor and make sure backgrounded employees have completed training.

If this training has been taken previously for another criminal justice agency, it will not need to be repeated as the Records Sergeant will be able to locate the employee names online. CONTRACTOR shall provide the Records Sergeant at [jailadminsUPPORT@co.benton.wa.us](mailto:jailadminsUPPORT@co.benton.wa.us) the contact information for the individual who will monitor and ensure employee training is complete. The Records Sergeant will

then provide this individual with the website and instructions for completing training.

Should the COUNTY determine any individuals performing work hereunder are required to be escorted at all times within the facility, the escort must be ACCESS certified or have taken the CJIS Online Course and have a fingerprint based criminal history check.

**32. 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.

**33. CONTRACT REPRESENTATIVES / NOTICES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. Any notice required hereunder shall be deemed to have been given if delivered in writing personally to the following individuals, or three business days after being sent a registered or certified United States mail return receipt and address as follows:

For County:                   Benton County Corrections Department  
                                  Attn: Lisa Small, Contract Coordinator  
                                  7122 West Okanogan Place, Bldg. B  
                                  Kennewick, WA 99336  
                                  (509) 783-1451 Ext 3880  
                                  [Lisa.Small@co.benton.wa.us](mailto:Lisa.Small@co.benton.wa.us)

For Contractor:           Firm Name  
                                  Attn:  
                                  Address  
                                  City, State, Zip Code  
                                  Phone:  
                                  Email:

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on January 1, 2021.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BENTON COUNTY

CONTRACTOR

\_\_\_\_\_  
Jim Beaver, Chairman  
Benton County Commissioner

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Ryan J. Lukson, Civil DPA

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Second Contract Amendment between Benton County and Tri-Cities Chaplaincy	
<b>Presenter:</b>		
<b>Prepared By:</b>	Lisa Small	
<b>Reviewed By:</b>	Chief Souza	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A            (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <span style="float: right;"><input checked="" type="checkbox"/> Execute Contract</span>	

## Summary / Background Information

Per Resolution 2018-684 the Board of Benton County Commissioners approved the Personal Service Contract between Benton County and Tri-Cities Chaplaincy for chaplaincy and redirection services to the inmate population of the Benton County Jail for a contract amount not to exceed \$77,000, including any applicable WSST; and

Per Resolution 2020-070 the First Contract Amendment was necessary as both parties agreed to modify certain terms of the Contract to allow for additional staff to be utilized from Tri-Cities Chaplaincy for a contract amount not to exceed \$135,000.

The attached Second Contract Amendment is necessary as both parties wish to extend the current contract to December 31, 2022, and increase the overall contract amount not to exceed \$240,000.

## Fiscal Impact

Said expenditures shall be paid from the approved Inmate Benevolence Budget.

## Recommendation

Approve the attached Resolution and Second Amendment to the Personal Service Contract between Benton County and Tri-Cities Chaplaincy for a Contract amount not to exceed \$240,000; with a term commencing September 25, 2018 and terminating December 31, 2022.

## Suggested Motion

Consent Agenda

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF A SECOND AMENDMENT TO THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND TRI-CITIES CHAPLAINCY FOR CHAPLAINCY AND REDIRECTIONAL SERVICES FOR INMATE POPULATION OF THE BENTON COUNTY JAIL**

**WHEREAS**, per Resolution 2018-684 the Board of Benton County Commissioners approved the Personal Service Contract between Benton County and Tri-Cities Chaplaincy for chaplaincy and redirectional services to the inmate population of the Benton County Jail for a contract amount not to exceed \$77,000, including any applicable WSST; and

**WHEREAS**, per Resolution 2020-070 the First Contract Amendment was necessary as both parties agreed to modify certain terms of the Contract to allow for additional staff to be utilized from Tri-Cities Chaplaincy; and

**WHEREAS**, the attached Second Contract Amendment is necessary as both parties wish to extend the current contract an additional two years and increase the overall contract amount, as further outlined in the attached Second Amendment; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached Second Amendment to the Personal Service Contract between Benton County and Tri-Cities Chaplaincy for chaplaincy and redirectional services to the inmate population of the Benton County Jail, for a total Contract amount not to exceed \$240,000; and

**BE IT FURTHER RESOLVED**, the term of the Contract shall begin September 25, 2018 and shall expire on December 31, 2022; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman to sign the attached Second Amendment to the Personal Service Contract between Benton County and Tri-Cities Chaplaincy; and

**BE IT FURTHER RESOLVED** the attached Second Amendment is effective upon signature of both parties. The parties agree that all other provisions of their original Contract and First Amendment shall remain in effect except those Sections as further outlined in the attached Second Amendment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_

Clerk of the Board

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

**Second Amendment to  
Personal Service Contract  
between  
Tri-Cities Chaplaincy  
and  
Benton County, Washington**

**THIS SECOND CONTRACT AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY") and **TRI-CITIES CHAPLAINCY**, a non-profit corporation organized under the laws of the State of Washington with its principal offices at 1480 Fowler St., Richland, WA 99352 (hereinafter, CONTRACTOR).

**Recitals**

*Whereas*, COUNTY and CONTRACTOR entered into a Contract dated September 25, 2018 for the CONTRACTOR to perform chaplaincy and redirection services for inmate population of the Benton County Jail.

*Whereas*, the First Amendment was necessary as both parties agreed to modify certain terms of the Contract to allow for additional staff to be utilized from Tri-Cities Chaplaincy.

*Whereas*, this Second Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract and Section 5 – Compensation.

*Now, therefore*, in consideration of the provisions and Contract set forth herein, the parties agree that all provisions of their original Contract shall remain in effect except the following sections, which are amended as follows:

- a) **2. DURATION OF CONTRACT** – shall be deleted and replaced with the following:

The term of this Contract shall begin upon signature of both parties and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

- 5. COMPENSATION** – 5.b shall be deleted and replaced with the following:

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two hundred forty thousand dollars and zero cents (\$240,000).

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

Dated: \_\_\_\_\_

**BENTON COUNTY**

\_\_\_\_\_  
Jim Beaver, Chairman  
Benton County Commissioner

Approved as to Form:

  
\_\_\_\_\_  
Ryan J. Lukson, Civil DPA

Dated: 09/18/2020

**TRI-CITIES CHAPLAINCY**

  
\_\_\_\_\_  
Gary Castillo

Executive Director  
Title:

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020
<b>Subject:</b>	Third Amendment to the Professional Service Agreement between Benton County and Ideal Options, PLLC for Opioid Treatment Networks
<b>Presenter:</b>	
<b>Prepared By:</b>	Lisa Small
<b>Reviewed By:</b>	Chief Souza
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

Per Resolution 2019-111 the Board of Benton County Commissioners approved the Professional Services Agreement between Benton County and Ideal Option, PLLC whereby Ideal Option agreed to provide service and staff and do all things necessary to develop an Opioid Treatment Network (OTN) capable of providing Medicated Assisted Treatment (MAT) services, with a termination date of September 28, 2019.

The First Amendment was to extend the current Agreement through October 31, 2019 to allow additional time to negotiate new terms and conditions for the Agreement.

The Second Amendment was to amend Section 1. Services, Section 4. Compensation, Section 6. Term; Termination, and Section 21. Exhibit(s).

The attached Third Amendment is necessary as both parties wish to amend Section 6. Term; Termination of the Agreement to extend the current Contract through October 31, 2020 to allow additional time to negotiate new terms and conditions for the Agreement, while maintaining the rest of the Agreement in full force and effect.

## Fiscal Impact

As a reminder, though these services are reimbursable through the HCA grant, these expenditures were not budgeted in the 2019-2020 budget. This amendment is contingent upon approval of the HCA grant amendment to extend the grant through September 2021.

## Recommendation

Approve the attached Resolution and Third Amendment to said Agreement and authorize the Chairman to sign the attached amendment.

## Suggested Motion

Consent Agenda

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN BENTON COUNTY AND IDEAL OPTION, PLLC FOR THE PURPOSE OF MEDICATED ASSISTED TREATMENT FOR OPIOID TREATMENT NETWORKS WITHIN THE BENTON COUNTY CORRECTIONS DEPARTMENT**

**WHEREAS**, per Resolution 2019-111 dated January 29, 2019, the Board of Benton County Commissioners, Benton County, Washington approved the Professional Services Agreement between Benton County and Ideal Option, PLLC whereby Ideal Option agreed to provide service and staff and do all things necessary to develop an Opioid Treatment Network (OTN) capable of providing Medicated Assisted Treatment (MAT) services, with a termination date of September 28, 2019; and

**WHEREAS**, per Resolution 2019-709 dated September 24, 2019, the First Amendment was necessary as both parties wished to amend Section 6. Term; Termination of the Agreement to extend the current Agreement through October 31, 2019 to allow additional time to negotiate new terms and conditions for the Agreement, while maintaining the rest of the Agreement in full force and effect; and

**WHEREAS**, per Resolution 2019-772 dated October 29, 2019, the Second Amendment was necessary as both parties wished to amend Section 1. Services, Section 4. Compensation, Section 6. Term; Termination, and Section 21. Exhibit(s), while maintaining the rest of the Agreement in full force and effect; and

**WHEREAS**, the attached Third Amendment is necessary as both parties wish to amend Section 6. Term; Termination of the Agreement to extend the current Contract through October 31, 2020 to allow additional time to negotiate new terms and conditions for the Agreement, while maintaining the rest of the Agreement in full force and effect; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached Third Amendment to the Professional Service Agreement between Benton County and Ideal Option, PLLC and hereby authorizes the Chairman to sign the attached Third Amendment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board

**Third Amendment to  
Professional Service Agreement  
Between  
Benton County and Ideal Option PLLC**

**This Professional Service Agreement Amendment**, made and entered into this 29<sup>th</sup> day of September, 2020 by and between **Benton County, Washington**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter “County”), and Ideal Option PLLC, a professional limited liability company with its principal offices at 8514 W. Gage Blvd., Suite G, Kennewick, WA 99336 (hereinafter “Ideal Option”). County and Ideal Option are sometimes referred to in the Agreement individually as “Party” or, collectively, as the “Parties”.

**Recitals**

*Whereas*, County and Ideal Option entered into a Professional Service Agreement dated January 29, 2019 (the “Agreement”) whereby Ideal Option has agreed to provide services and staff and do all things necessary to develop an OTN capable of providing MAT services, as set forth more fully in said Agreement.

*Whereas*, the First Amendment was necessary as both parties wished to amend Section 6. Term; Termination of the Agreement to extend the current Contract through October 31, 2019 to allow additional time to negotiate new terms and conditions for the Agreement, while maintaining the rest of the Agreement in full force and effect.

*Whereas*, the Second Amendment was necessary as both parties wished to amend Section 1. Services; Section 4. Compensation; Section 6. Term; Termination; and Section 21. Exhibits(s), while maintaining the rest of the Agreement in full force and effect.

*Whereas*, this Third Amendment is necessary as both parties wish to amend Section 6. Term; Termination of the Agreement to extend the current Contract through October 31, 2020 to allow additional time to negotiate new terms and conditions for the Agreement, while maintaining the rest of the Agreement in full force and effect.

*Now, therefore*, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Agreement shall remain in effect except the below section which is amended as follows:

- a) **Section 6. Term; Termination** - is hereby deleted in its entirety and replaced with the following:

**6. Term; Termination.** The term of this Agreement shall commence on February 1, 2019 (the “Effective Date”), and shall expire on October 31, 2020, unless sooner terminated pursuant to the provisions set out below. This Agreement may be terminated in the following events:

**IN WITNESS WHEREOF**, the Parties to this Professional Service Agreement Amendment have executed this Amendment to take effect upon the signature of both parties.

**BENTON COUNTY**

**IDEAL OPTION PLLC**

\_\_\_\_\_  
Jim Beaver, Chairman  
Benton County Commissioner

\_\_\_\_\_  


Print Name/Title: SANDY BECKER, CFO

Date: \_\_\_\_\_

Date: 9-22-2020

Approved as to Form:

\_\_\_\_\_  
Ryan J. Lukson  
Civil Deputy Prosecuting Attorney

## Lisa Small

---

**From:** Ryan Lukson  
**Sent:** Tuesday, September 22, 2020 9:26  
**To:** Lisa Small  
**Cc:** Scott Souza  
**Subject:** RE: Third Agreement Amendment with Ideal Options.

Looks good. Are you going to be able to get this signed before the contract terminates at the end of the month?

### Ryan J. Lukson

Deputy Pros. Attorney, Civil  
Benton Co. Pros. Attorney's Office  
Phone: (509) 735-3591  
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

---

**From:** Lisa Small <Lisa.Small@co.benton.wa.us>  
**Sent:** Friday, September 18, 2020 10:30 AM  
**To:** Ryan Lukson <Ryan.Lukson@co.benton.wa.us>  
**Cc:** Scott Souza <Scott.Souza@co.benton.wa.us>  
**Subject:** Third Agreement Amendment with Ideal Options.

Ryan,

Attached is the Third Agreement Amendment with Ideal Options to extend the contract out to the end of October, as we are still waiting for HCA to send us their amendment for 2021 grant funding. It's in the works and we already know we have been awarded funds. It's always one of those last minute items... ugh.

We had to do this with Ideal Options last year as well. I have attached the First and Second amendments for your reference, however I did not attached the original contract as it is a very large file and will have to be sent separately if you need to see it. This will need to hit our agenda September 29<sup>th</sup>. Let me know if you have any questions.

Lisa Small  
Procurement/Contract Coordinator  
Benton County Corrections Department  
7122 W. Okanogan Place, Bldg. B  
Kennewick, Washington 99336  
509-783-1451 Ext. 3880

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 111

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Auditor; File

E. Selga

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400	3507	Non Replacement Computer	\$7,000	512.400	3501	Minor Equipment	\$7,000
TOTAL			\$7,000	TOTAL			\$7,000

Explanation:  
 Minor equipment (3501) were purchase to enable virtual courtroom hearings. Funds need to be moved as the line item Minor Equipment (3501) has a negative balance.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Ratifying an Emergency Purchase of Information Technology Equipment for the Courtroom Technology Upgrade Project from Compunet Inc.	
<b>Presenter:</b>	N/A	
<b>Prepared By:</b>	Paul Schut	
<b>Reviewed By:</b>	Robert Blain	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

## Summary / Background Information

On March 17, 2020, the Board of Benton County Commissioners, via Resolution 2020-258, declared an emergency due to the COVID-19 Virus situation. Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency.

The need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19.

Resolution 2020-381 ratified the contract between Benton County & Meier Architecture & Engineering, Inc. for the design of the new system.

The entire system was designed work off our current Cisco backbone network and Cisco requires the County to purchase all of our new Cisco equipment directly from our preferred vendor.

Compunet is the County's current preferred vendor for our Cisco Equipment and is on the State Contract.

Additional IT Equipment was needed to be purchased for the new remote hearing system.

## Fiscal Impact

**Amount: \$132,823.71 Plus W.S.S.T**

**Fund: Current Expense- Dept 139**

- **Benton County CARES Funding**

## Recommendation

Ratify emergency purchase of Information Technology Equipment for the Courtroom Technology Project from Compunet Inc.

## Suggested Motion

Consent Agenda

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF RATIFYING AN EMERGENCY PURCHASE OF INFORMATION TECHNOLOGY EQUIPMENT FOR THE COURTROOM TECHNOLOGY UPGRADE PROJECT FROM COMPUNET, INC.**

**WHEREAS**, on March 17, 2020, the Board of Benton County Commissioners, via Resolution 2020-258, declared an emergency due to the COVID-19 Virus situation; and

**WHEREAS**, Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency; and

**WHEREAS**, the need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19; and

**WHEREAS**, Resolution 2020-381, ratified the contract between Benton County & Meier Architecture & Engineering, Inc. for the design of the new system; and

**WHEREAS**, the entire system was designed work off our current Cisco backbone network and Cisco requires the County to purchase all of our new Cisco equipment directly from our preferred vendor; and

**WHEREAS**, Compunet is the County's current preferred vendor for our Cisco Equipment and is on the State Contract; and

**WHEREAS**, additional IT Equipment was needed to be purchased for the new remote hearing system.

**WHEREAS**, the County Administrator approved the purchase under the current emergency declaration;  
**NOW, THEREFORE,**

**BE IT RESOLVED**, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies the purchase from Compunet, Inc. in the amount not to exceed \$132,823.71 plus W.S.S.T.

Dated this 29<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Member.  
Constituting the Board of County Commissioners  
of Benton County, Washington.

**Bill To:**
**Benton County**  
 620 Market Street  
 Prosser, WA 99350

**Ship To:**
**Benton County**  
 620 Market Street  
 Prosser, WA 99350

**Quote Information:**
**Quote #: MF150234**  
 Version: 1  
 Delivery Date: 08/25/2020  
 Expiration Date: 09/24/2020

**Prepared by:**

 Mark Friedman  
 509-795-8276  
 mfriedman@compunet.biz

**Prepared for:**

 Robert Heard  
 (509) 737-3529  
 Robert.Heard@co.benton.wa.us

**Meraki MS425-32**

Description		List Price	Price	Qty	Ext. Price
MS425-32-HW	Meraki MS425-32 L3 Cld-Mngd 32x 10G SFP+ Switch	\$22,077.00	\$11,038.50	2	\$22,077.00
LIC-MS425-32-5YR	Meraki MS425-32 Enterprise License and Support, 5YR	\$3,893.58	\$1,362.75	2	\$2,725.50
<b>Subtotal:</b>					<b>\$24,802.50</b>

**Meraki MS350-48**

Description		List Price	Price	Qty	Ext. Price
MS350-48FP-HW	Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	\$11,675.72	\$5,837.86	13	\$75,892.18
LIC-MS350-48FP-5YR	Meraki MS350-48FP Enterprise License and Support, 5YR	\$2,062.19	\$721.77	13	\$9,383.01
<b>Subtotal:</b>					<b>\$85,275.19</b>

**Meraki MS350-24**

Description		List Price	Price	Qty	Ext. Price
MS350-24P-HW	Meraki MS350-24P L3 Stck Cld-Mngd 24x GigE 370W PoE Switch	\$6,477.59	\$3,238.80	1	\$3,238.80
LIC-MS350-24P-5YR	Meraki MS350-24P Enterprise License and Support, 5YR	\$1,143.99	\$400.40	1	\$400.40
<b>Subtotal:</b>					<b>\$3,639.20</b>

**Meraki MS120**

Description		List Price	Price	Qty	Ext. Price
MS120-8FP-HW	Meraki MS120-8FP 1G L2 Cloud Managed 8x GigE 124W PoE Switch	\$1,326.53	\$663.26	2	\$1,326.52
LIC-MS120-8FP-5YR	Meraki MS120-8FP Enterprise License and Support, 5 Year	\$195.68	\$68.49	2	\$136.98
<b>Subtotal:</b>					<b>\$1,463.50</b>

**Shipping**

Description		Qty
Shipping	Free Ground Shipping	1

## Quote Summary

Description	Amount
Meraki MS425-32	\$24,802.50
Meraki MS350-48	\$85,275.19
Meraki MS350-24	\$3,639.20
Meraki MS120	\$1,463.50
Subtotal:	<b>\$115,180.39</b>
Estimated Tax:	<b>\$9,905.51</b>
Total:	<b>\$125,085.90</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

## Benton County

Signature:



Name:

Terrod MacPherson

Date:

09/14/2020

**Bill To:**
**Benton County**  
 620 Market Street  
 Prosser, WA 99350

**Ship To:**
**Benton County**  
 7122 W. Okanogan Place Building A  
 Building A  
 Kennewick, WA 99336

**Quote Information:**
**Quote #: MF150235**  
 Version: 1  
 Delivery Date: 08/25/2020  
 Expiration Date: 09/24/2020

**Prepared by:**

 Mark Friedman  
 509-795-8276  
 mfriedman@compunet.biz

**Prepared for:**

 Robert Heard  
 (509) 737-3529  
 Robert.Heard@co.benton.wa.us

**Cables**

Description	Price	Qty	Ext. Price
TRX-1U-M3 Traxx Solutions TRX-1U-M3 Rack mount Kit for Cisco Meraki MS120-8 and MS120-8LP	\$145.88	2	\$291.76
SFP-10G-SR-X-AO SFP-10G-SR-X Compatible 10GBase-SR SFP+ Transceiver (MMF, 850nm, 300m, LC, DOM, Rugged) - 100% compatible and guaranteed to work	\$234.25	64	\$14,992.00
QSFP-40G-SR-BD-AO QSFP-40G-SR-BD Compatible 40GBase-SR QSFP+ Transceiver (MMF, 832nm to 918nm, 150m, LC) - 100% compatible and guaranteed to work	\$414.31	4	\$1,657.24
AJ833A-AX Axiom Multi-mode OM3 LC/LC Fibre Channel Cable HP Compatible .5M # AJ833A - Fiber Optic - 1.64 ft - 2 x LC Male Network - 2 x LC Male Network	\$10.36	2	\$20.72
AJ834A-AX Axiom Multi-mode OM3 LC/LC Fibre Channel Cable HP Compatible 1m # AJ834A - Fiber Optic - 3.28 ft - 2 x LC Male Network - 2 x LC Male Network	\$14.25	32	\$456.00
Misc Cables/Conectors Various Length Patch Cables	\$7.05	32	\$225.60
<b>Subtotal:</b>			<b>\$17,643.32</b>

**Shipping**

Description	Qty
Shipping Ground Shipping To Be Determined, Billed As Actual	1

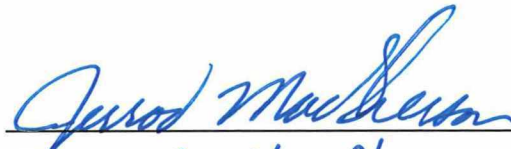
## Quote Summary

Description	Amount
Cables	\$17,643.32
Subtotal:	<b>\$17,643.32</b>
Estimated Tax:	<b>\$1,517.32</b>
Total:	<b>\$19,160.64</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

## Benton County

Signature:



Name:

Jerrod MacPherson

Date:

09/14/2020

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Ratifying an Emergency Purchase of Podiums for the Courtroom Technology Upgrade Project from Amplivox Sound Systems	
<b>Presenter:</b>	N/A	
<b>Prepared By:</b>	Paul Schut	
<b>Reviewed By:</b>	Robert Blain	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

## Summary / Background Information

On March 17, 2020, the Board of Benton County Commissioners, via Resolution 2020-258, declared an emergency due to the COVID-19 Virus situation. Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency.

The need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19.

Resolution 2020-381 ratified the contract between Benton County & Meier Architecture & Engineering, Inc for the design of the new system.

A portion of the project consists of the County directly purchasing podiums for the Courtrooms that will store the IT equipment needed for the designed system.

## Fiscal Impact

**Amount: \$53,635.87 Plus W.S.S.T**

**Fund: Current Expense- Dept 139**

- **Benton County CARES Funding**

## Recommendation

Ratify Emergency Purchase of podiums for the Courtroom Technology Project from Amplivox Sound Systems.

## Suggested Motion

Consent Agenda

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF RATIFYING AN EMERGENCY PURCHASE OF PODIUMS FOR THE COURTROOM TECHNOLOGY UPGRADE PROJECT FROM AMPLIVOX SOUND SYSTEMS, LLC.**

**WHEREAS**, on March 17, 2020, the Board of Benton County Commissioners, via Resolution 2020-258, declared an emergency due to the COVID-19 Virus situation; and

**WHEREAS**, Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency; and

**WHEREAS**, the need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19; and

**WHEREAS**, Resolution 2020-381, ratified the contract between Benton County & Meier Architecture & Engineering, Inc for the design of the new system; and

**WHEREAS**, a portion of the project consists of the County directly purchasing podiums for the Courtrooms that will store the IT equipment needed for the designed system; and

**WHEREAS**, the County Administrator approved the purchase under the current emergency declaration;  
**NOW, THEREFORE,**

**BE IT RESOLVED**, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies the purchase from Amplivox Sound Systems, LLC. in the amount not to exceed \$53,635.87 plus W.S.S.T.

Dated this 29<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Member.  
Constituting the Board of County Commissioners  
of Benton County, Washington.



650 Anthony Trail, Suite D  
Northbrook, IL 60062-2512

# Quotation

We appreciate  
your business!

<b>Sold To</b>	Benton County Commissioners' Office	<b>Ship To</b>	Benton County Commissioners' Office	<b>Quote ID</b>	07620
	Paul Schut		Paul Schut	<b>Expire Date</b>	09/30/2020
	Kenneilwick		Kenneilwick		
<b>Salesrep</b>	TG	<b>FOB</b>	Northbrook	<b>WA</b>	99336
<b>Lead Time</b>	42	<b>Ship Via</b>		<b>Currency</b>	DEF
				<b>Effective Date</b>	09/15/2020

**Description** (12) SN3630-OK for Benton County court rooms  
**Comments** CURRENCY US \$ - LEAD TIME 5-7 WEEKS BASED ON AVAILABILITY Please submit copy of quote with purchase order, email to orders@ampli.com

No.	Part ID	Description	Qty	Unit Price	Disc %	Your Price	Freight	Line Amt	
1	SN3630-GY	INTELLECT Lectern with LCD Well- Gray	12	6,707.00	37.70	4,178.46	3,307.44	53,448.97	
2		Tailgate delivery provided by Old Dominion Freight Lines, as per ODFL quote # 727499240 Custom color - OAK	1	0.00	0.00	0.00	0.00	0.00	
3		as requested to meet court interior decor requirements Custom cabinet modifications to accommodate 27" ViewSonic monitor mounting area; move of multimedia iack box/panel	1	300.00	37.70	186.90	0.00	186.90	
								<b>Sales Tax:</b>	<b>0.00</b>
								<b>Quote Total:</b>	<b>53,635.87</b>

**Tony**

**Tony Gatz**  
 Email: tgatz@ampli.com | Phone: (800) 267-5486, (847) 498-9000 | Fax: (800) 267-5489, (847) 498-6691

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Ratifying an Emergency Purchase of Office Furniture for the Courtroom Technology Upgrade Project from Brutzmans Office Solutions	
<b>Presenter:</b>	N/A	
<b>Prepared By:</b>	Paul Schut	
<b>Reviewed By:</b>	Robert Blain	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

## Summary / Background Information

On March 17, 2020, the Board of Benton County Commissioners, via Resolution 2020-258, declared an emergency due to the COVID-19 Virus situation. Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency.

The need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19.

Resolution 2020-381 ratified the contract between Benton County & Meier Architecture & Engineering, Inc. for the design of the new system.

A portion of the project consists of the County directly purchasing office furniture for the remote hearing room within the Jail.

## Fiscal Impact

**Amount: \$6,561.73 Plus W.S.S.T**

**Fund: Current Expense- Dept 139**

- **Benton County CARES Funding**

## Recommendation

Ratify emergency purchase of office furniture for the Courtroom Technology Project from Brutzmans Office Solutions.

## Suggested Motion

Consent Agenda

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF RATIFYING AN EMERGENCY PURCHASE OF OFFICE FURNITURE FOR THE COURTROOM TECHNOLOGY UPGRADE PROJECT FROM BRUTZMANS OFFICE SOLUTIONS**

**WHEREAS**, on March 17, 2020, the Board of Benton County Commissioners, via Resolution 2020-258, declared an emergency due to the COVID-19 Virus situation; and

**WHEREAS**, Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency; and

**WHEREAS**, the need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19; and

**WHEREAS**, Resolution 2020-381, ratified the contract between Benton County & Meier Architecture & Engineering, Inc. for the design of the new system; and

**WHEREAS**, a portion of the project consists of the County directly purchasing office furniture for the remote hearing room within the Jail; and

**WHEREAS**, the County Administrator approved the purchase under the current emergency declaration;  
**NOW, THEREFORE,**

**BE IT RESOLVED**, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies the purchase from Brutzmans Office Solutions in the amount not to exceed \$6,561.73 plus W.S.S.T.

Dated this 29<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Member.  
Constituting the Board of County Commissioners  
of Benton County, Washington.



\*If you cannot see the quote, please click on the following link to display it in your internal browser.

<https://www.ergoquote.com/ad2b357d6e35c919c778b616953a051c-167422.html>

# ergoGENESIS

One Okanogan Place  
 Kennewick, WA 98536  
 Phone: 509-783-1451  
 Fax: 509-783-1451

Sales Rep: Julie McGuire - W13  
 Phone: 509-994-0246  
 Email: [jmcguire@ergogenesis.com](mailto:jmcguire@ergogenesis.com)

Quote #	Date	Customer	Sales Rep		
Q2020-154093	09/16/2020	BRUTZMANS OFFICE SOLUTIONS - ANITA CLARK	Julie McGuire - W13	509-994-0246	
Item - Option	Configuration	Description	List Price	Your Price	
Mechanism:	A	Intuitive Synchro Tilt Mechanism	<i>included</i>	<i>included</i>	
Chair Model:	A2707-CC	Aircelli with Copper Cupron Mesh	2,015.00	569.00	
Fabric:	G3 : Cupron - Black	Grade 3 - Cupron - Black	<i>included</i>	<i>included</i>	
Base:	B18 : B18:Aircelli Base - Black Finish	Black Finish, 5-Star Base	<i>included</i>	<i>included</i>	
Caster:	C19 : Aircelli Multi-Surface Casters - Black	Black Finish, Multi surface 65mm Caster	<i>included</i>	<i>included</i>	
Cylinder:	Y16 : Aircelli Cylinder - Black	Black Finish, Standard Height Cylinder	<i>included</i>	<i>included</i>	
Back Depth Adjuster:	SS : Seat Slider	Back Depth via Seat Slider	<i>included</i>	<i>included</i>	
Left Arm:	AOPL/AOPR : Optima Platinum Arm	Optima Platinum Arm	<i>included</i>	<i>included</i>	
Right Arm:	AOPL/AOPR : Optima Platinum Arm	Optima Platinum Arm	<i>included</i>	<i>included</i>	
Foam:	H. Density : High Density Only (Standard Foam)	Highest Quality Foam	<i>included</i>	<i>included</i>	
Lumbar Support:	AL : Aircelli Lumbar Support	Air Cell Lumbar Support	<i>included</i>	<i>included</i>	
<a href="#">AA2707-CC</a> : <a href="#">G3</a> : <a href="#">Cupron - Black</a> : <a href="#">B18</a> : <a href="#">C19</a> : <a href="#">Y16</a> : <a href="#">SS</a> : <a href="#">AOPL/AOPR</a> : <a href="#">AOPL/AOPR</a> : <a href="#">H. Density</a> : <a href="#">AL</a>			<b>Price Per Chair:</b>	2,015.00	569.00
				<b>Chair Quantity:</b>	4
				<b>Freight Estimate:</b>	295.93
				<b>Installation:</b> <b>(Entire Order)</b>	78.00
				<b>Sub Total:</b>	2,649.93
				<b>Sales Tax (WA3):</b>	227.89
				<b>Grand Total:</b>	<b>2,877.82</b>
				<b>Discount %:</b>	71.76178%
 					
Left Arm                      Right Arm					
Grade: Fabric - Color G3 : Cupron - Black			<b>Customer Address Information</b> <b>Ship To:</b> BRUTZMANS OFFICE SOLUTIONS ANITA CLARK Attn: 2501 N COLUMBIA CENTER BLVD RICHLAND, WA3 99352 Phone: Fax: <b>Bill To:</b> BENTON COUNTY JAIL Attn: 7122 W OKANOGAN PLACE KENNEWICK, WA 99336 Phone:509-783-1451 Fax:		
This quote is valid for 30 days. <a href="#">Click here to download PDF</a>					

*James MacBee*

# Quote

BRUTZMAN'S OFFICE SOLUTIONS

P.O. BOX 6044  
 KENNEWICK, WA 99336-0044  
 phone:(509) 735-0300  
 FAX:(509) 735-0330

order number: 0000864100  
 customer number: 7831451  
 telephone number: ( )783-1451 ext:  
 fax number: ( ) -  
 page number: 1  
 order date: 08/26/2020

sold to:  
 BENTON CO. JAIL  
 7122 W. OKANOGAN PLACE BLDG B  
 KENNEWICK, WA 99336-2359

ship to:  
 0302  
 7122 W. OKANOGAN PL. BLDG B  
 KENNEWICK, WA 993362359

special comments/instructions:

purchase order	customer representative	invoice terms	sales representative
quote	KATHY FORSMAN 735-6555 X3315	NET 10TH PROX	ANITA CLARK

quantity	mfg/product number	product description	unit price	net price	unit	amount
4	XXXF	FURNITURE ITEMS AS FOLLOWS ESI#EVOLVE2-FS = EVOLVE DUAL MONITOR ARM W/ SLIDERS	648.00 / 1	291.60 / 1	EA	1,166.40
4	XXXF	FURNITURE ITEMS AS FOLLOWS ESI#2T-LX-C36-30-SLV = TRIUMPH ELECTRIC TABLE BASE,SILVER  ALSO AVAILABLE IN BLACK OR WHITE	943.00 / 1	424.35 / 1	EA	1,697.40
4	XXXF	FURNITURE ITEMS AS FOLLOWS ESI#2R4830-HPL-PL =48X30 TABLE TOP,PLATINUM GRAY  INSTALLATION SERVICES RECEIVE,INSPECT,DELIVER, AND INSTALL  ATTN:PAUL SCHUT	380.00 / 1	171.00 / 1	EA	684.00  364.00
						3,911.80
						sales tax 336.41
						total 4,248.21

*Updated Jail Quote  
 with Omnia Partners discount.  
 Call if you have questions.  
 Tex,  
 Anita*

*Quod Machera*

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Creating and Appointing the Criminal Justice Treatment Account Panel	
<b>Presenter:</b>		
<b>Prepared By:</b>	Mari Clark, DHS Contract Manager	
<b>Reviewed By:</b>	Kyle Sullivan, DHS Manager	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

## Summary / Background Information

The Criminal Justice Treatment Account ("CJTA") is an account created in the Washington State Treasury to be expended through the Washington State Health Care Authority ("HCA") for substance use disorder treatment and related court programs.

Washington State Legislature has appropriated additional funds for fiscal year 2021 in Engrossed Substitute S.B. 6168, § 212(72) 66th Leg., Reg. Session (Wash. 2020) for the creation or expansion of therapeutic courts.

The creation of a CJTA Panel is authorized by RCW 71.24.580(6) for the purpose of establishing and submitting plans for the use of CJTA funds within Benton County to be distributed by the HCA. Panel shall be composed of no more than seven members, including the county alcohol and drug coordinator, the county prosecutor or his or her designee, the county sheriff or his or her designee, a representative of the county superior court, a substance abuse treatment provider appointed by the Board of County Commissioners, a member of the criminal defense bar appointed by the Board of County Commissioners, and a representative of the drug court.

## Fiscal Impact

**Amount: \$0.00**

**Fund: There is no impact on the current expense budget.**

## Recommendation

- Sign the Resolution to accept the creation and appointing of the Benton County Criminal Justice Treatment Account (CJTA) Panel.

## Suggested Motion

To approve signing the Resolution to create and appoint the Benton County CJTA Panel, and to authorize the Chair to sign on behalf of the Board.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CREATING THE BENTON COUNTY CRIMINAL JUSTICE TREATMENT ACCOUNT PANEL

WHEREAS, the Criminal Justice Treatment Account ("CJTA") is an account created in the Washington State Treasury to be expended through the Washington State Health Care Authority ("HCA") for substance use disorder treatment and related court programs; and

WHEREAS, the creation of a CJTA Panel is authorized by RCW 71.24.580(6) for the purpose of establishing and submitting plans for the use of CJTA funds within Benton County to be distributed by the HCA; and

WHEREAS, Benton County is a member of Greater Columbia Behavioral Health, LLC, BH-ASO, ("GCBH") a regional grouping of several counties as an Administrative Service Organization ("ASO") to assist in the provision of services funded by the CJTA; and

WHEREAS, the Washington State Legislature has appropriated additional funds for fiscal year 2021 in Engrossed Substitute S.B. 6168, § 212(72) 66th Leg., Reg. Session (Wash. 2020) for the creation or expansion of therapeutic courts; and

WHEREAS, the HCA has directed that county governments who belong to an ASO and wish to request a portion of those funds do so by submitting a plan created by a county CJTA Panel to the ASO, to then be passed along to the HCA; and

WHEREAS, the Benton County Board of Commissioners finds that the creation of a Benton County CJTA Panel is in the best interest of the County and the public; and

WHEREAS, the Manager of the Benton County Department of Human Services and the County Administrator recommend that the Board of County Commissioners establish the Benton County CJTA Panel, NOW, THEREFORE

BE IT RESOLVED, that Benton County hereby creates the Benton County Criminal Justice Treatment Account Panel, to draw up plans for the distribution of CJTA funds for the creation or expansion of therapeutic courts. If recommended by the HCA or GCBH, the Panel may also create plans concerning the distribution of other CJTA funds. Plans written by the Panel are to be submitted, following approval by the county legislative authority, to GCBH and/or the HCA; and

BE IT FURTHER RESOLVED, that the Panel shall come into existence on October 29th, 2020; and

BE IT FURTHER RESOLVED, that as required in RCW 71.24.580(6), the Benton County CJTA Panel shall be composed of no more than seven members, including the county alcohol and drug coordinator, the county prosecutor or his or her designee, the county sheriff or his or her designee, a representative of the county superior court, a substance abuse treatment provider appointed by the Board of County Commissioners, a member of the criminal defense bar appointed by the Board of County Commissioners, and a representative of the drug court; and

BE IT FURTHER RESOLVED, that the Benton County Board of Commissioners does hereby appoint the following members to the Panel: Kyle Sullivan, Manager of the Benton County Department of Human Services as the county alcohol and drug coordinator; Megan Killgore, as the designee nominated by the Benton County Prosecuting Attorney; Sheriff Jerry Hatcher or Undersheriff John Clary, as the representative nominated by the Benton County Sheriff; Tiffany Deaton, as the representative nominated by the Superior Court; David Wilson, as the representative substance abuse treatment provider; Eric Hsu, as the representative member of the criminal defense bar; and Marshall Pickett, as the representative nominated by the Benton County Drug Court.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

Orig: Human services

Prepared by: R. Hay

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Ratify First Amendment to Agreement #21-4614C-102 with Washington State Department of Commerce (ERAP)	
<b>Presenter:</b>		
<b>Prepared By:</b>	Mari Clark, DHS Contract Manager	
<b>Reviewed By:</b>	Kyle Sullivan, DHS Manager	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

## Summary / Background Information

The purpose of this First Amendment to Agreement #21-4614C-102 with Washington State Department of Commerce is to add an additional \$130,147.00 in funding, to provide outreach services in our community, to qualify individuals/families for eligibility of the Eviction Rent Assistance Program (ERAP).

## Fiscal Impact

**Total Agreement Amount: \$2,602,924.00**

**Fund: There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of \$2,602,924.00.

## Recommendation

- Sign the Resolution Ratifying the First Agreement to Agreement #21-4614C-102 with Washington State Department of Commerce, which has already been executed

## Suggested Motion

Approve on Consent Agenda.

**RESOLUTION**  
**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF RATIFYING THE FIRST AMENDMENT TO AGREEMENT #21-4614C-102 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND WASHINGTON STATE DEPARTMENT OF COMMERCE COMMUNITY SERVICES AND HOUSING ASSISTANCE UNIT.**

**WHEREAS**, the purpose of this First Amendment is to add additional funding to provide outreach services in our community, to qualify individuals/families for eligibility of the Eviction Rent Assistance Program (ERAP); and

**WHEREAS**, on March 17, 2020 the Board of Benton County commissioners declared an emergency in response to the COVID-19 outbreak (Resolution 2020-258) and authorized Departments to enter into contracts and incur obligations in order to combat the emergency; and

**WHEREAS**, in order to release funding, the County Administrator executed the above agreement on August 31, 2020 under authority granted in Resolution 2020-258; and

**WHEREAS**, the Board should ratify the decision of the County Administrator as their own; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of County Commissioners hereby approves and ratifies the First Amendment to Agreement #21-4614C-102, between Washington State Department of Commerce Community Services and Housing Assistance Unit and Benton County Department of Human Services for an additional grant amount of \$130,147.00 from the Eviction Rent Assistance Program (ERAP) Grant as executed by the Benton County Administrator on August 31, 2020; and

**BE IT FURTHER RESOLVED, that** Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments, necessary for the disbursement of the Washington State Department of Commerce Eviction Rent Assistance Program (ERAP); and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on August 25, 2020 and ends on December 31, 2020.

Dated this.....day of ....., 2020

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member  
Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

**Amendment**

Grant Number: 21-4614C-102  
Amendment Number: A

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Eviction Rent Assistance Program (ERAP)**

<b>1. Grantee</b> Benton County Department of Human Services 7102 E OKANOGAN PL STE 201 KENNEWICK, WA 99336		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative</b> Mari Clark (509) 737-3902 mari.clark@co.benton.wa.us		<b>4. COMMERCE Representative</b> Jessica Simon Grant Manager (360) 725-2955 jessica.simon@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
<b>5. Original Grant Amount (and any previous amendments)</b> \$2,472,777	<b>6. Amendment Amount</b> \$130,147	<b>7. New Grant Amount</b> \$2,602,924	
<b>8. Amendment Funding Source</b> Federal: X State: Other: N/A:		<b>9. Amendment Start Date</b> August 25, 2020	<b>10. Amendment End Date</b> December 31, 2020
<b>11. Federal Funds (as applicable):</b> \$2,602,924	<b>Federal Agency:</b> US Dept. of the Treasury	<b>CFDA Number:</b> 21.019	
<b>12. Amendment Purpose:</b> Adds remaining 5% ERAP funding for a By and For subgrantee.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, and Attachment "C" - Grant Guidelines. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

<p><b>FOR GRANTEE</b></p> <p> _____ Signature</p> <p><i>Human Services</i> <i>Manager</i> Kyle Sullivan _____ Print Name, Title</p> <p><i>8/31/2020</i> _____ Date</p>	<p><b>FOR COMMERCE</b></p> <p>_____ Name, Title</p> <p>_____ Date</p> <p><b>APPROVED AS TO FORM ONLY</b></p> <p><u>Sandra Adix</u> _____ Assistant Attorney General</p> <p><u>3/20/2014</u> _____ Date</p>
---	--

**Amendment**

This Grant is **amended** as follows:

**Attachment B**

**Budget**

<b>Budget Category</b>	<b>Original Grant Amount (and any previous amendments)</b>	<b>Amendment Amount</b>	<b>New Grant Amount</b>
Administration	\$339,372	\$51,066	\$390,438
Rent	\$1,963,405	-\$151,065	\$1,812,340
Operations	\$170,000	\$100,000	\$270,000
By & For	\$0	\$130,146	\$130,146
<b>Total</b>	<b>\$2,472,777</b>	<b>\$130,147</b>	<b>\$2,602,924</b>

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.

**Grant Number: First Amendment to Agreement 21-4614C-102**

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Eviction Rent Assistance Program (ERAP)**

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

**For Benton County:**



*Per Resolution*

*2020-258*

*08/31/2020*

Chair

Date


**Attest:**

Clerk of the Board

**Approved as to form:**

  
Dept. of Human Services

**Approved as to form:**

  
Benton Co Prosecutor's Office

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Ratify First Amendment to Agreement 316-46108-03 with Washington State Department of Commerce for COVID-19 Outbreak Emergency Housing Grant	
<b>Presenter:</b>		
<b>Prepared By:</b>	Mari Clark, DHS Contract Manager	
<b>Reviewed By:</b>	Kyle Sullivan, DHS Manager	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

## Summary / Background Information

The purpose of this First Amendment is to extend the end date of Agreement 316-46108-03 with Washington State Department of Commerce which provides emergency funding in response to the COVID-19 pandemic to provide quarantine/isolation rooms.

## Fiscal Impact

**Amount: \$707,692.00**

**Fund: There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of \$707,692.00.

## Recommendation

- Sign the Resolution ratifying the First Amendment to Agreement #316-46108-03 with Washington State Department of Commerce, which has already been executed

## Suggested Motion

Approve on Consent Agenda.

# RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

**RE: IN THE MATTER OF RATIFYING THE FIRST AMENDMENT TO AGREEMENT NUMBER: 316-46108-03 WASHINGTON STATE COVID-19 OUTBREAK EMERGENCY HOUSING GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION HOUSING ASSISTANCE UNIT, AND BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, the purpose of this First Amendment is to extend the end date of Agreement 316-46108-03 to December 31, 2020, which provides emergency funding in response to the COVID-19 pandemic to provide quarantine/isolation rooms; and

**WHEREAS**, on March 17, 2020 the Board of Benton County commissioners declared an emergency in response to the COVID-19 outbreak (Resolution 2020-258) and authorized Departments to enter into contracts and incur obligations in order to combat the emergency; and

**WHEREAS**, in order to release funding, the County Administrator executed the above agreement on August 31, 2020 under authority granted in Resolution 2020-258; and

**WHEREAS**, the Board should ratify the decision of the County Administrator as their own; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of County Commissioners hereby approves and ratifies the First Amendment to Agreement #316-46108-03, between Washington State Department of Commerce Community Services and Housing Assistance Unit and Benton County Department of Human Services for a grant amount of \$707,692.00 from the Washington State COVID-19 Outbreak Emergency Housing grant as executed by the Benton County Administrator on August 31, 2020; and

**BE IT FURTHER RESOLVED**, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments, necessary for the disbursement of the Washington State COVID-19 Outbreak Emergency Housing grant; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on October 1, 2020 and ends on December 31, 2020.

Dated this.....day of ....., 2020

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member  
Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

**Amendment**

Contract Number: 316-46108-03

Amendment Number: A

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
COVID-19 Outbreak Emergency Housing Grant**

<b>1. Grantee</b>  Benton County Department of Human Services 7102 E OKANOGAN PL STE 201 KENNEWICK, WA 99336		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Grantee Representative</b>  Mari Clark (509) 737-3902 mari.clark@co.benton.wa.us		<b>4. COMMERCE Representative</b>  Jessica Simon Grant Manager 360-725-2955 Jessica.Simon@commerce.wa.gov  PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
<b>5. Original Grant Amount (and any previous amendments)</b>  \$707,692	<b>6. Amendment Amount</b>  \$0	<b>7. New Grant Amount</b>  \$707,692	
<b>8. Amendment Funding Source</b>  Federal: State: X Other: N/A:		<b>9. Amendment Start Date</b>  October 1, 2020	<b>10. Amendment End Date</b>  December 31, 2020
<b>11. Federal Funds (as applicable):</b>	<b>Federal Agency:</b>	<b>CFDA Number:</b>	
<b>12. Amendment Purpose:</b> Extend grant end date and revise scope of work.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Washington State COVID-19 Emergency Housing Grant Guidelines, and Attachment D, Grantee's Plan. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

<p><b>FOR GRANTEE</b></p> <p> Signature</p> <p><i>Human Services</i> Kyle Sullivan Print Name and Title</p> <p><i>8/31/2020</i> Date</p>	<p><b>FOR COMMERCE</b></p> <p>_____ Diane Klontz, Assistant Director Community Services and Housing Division</p> <p>_____ Date</p> <p><b>APPROVED AS TO FORM ONLY</b></p> <p><u>Sandra Adix</u> Assistant Attorney General</p> <p><u>3/20/2014</u> Date</p>
---	---

## **Amendment**

This Grant is **amended** as follows:

**Attachment A**

### **Scope of Work**

Funding is provided to Benton and Franklin Counties to respond to the COVID-19 outbreak related to public health needs of people experiencing homelessness or otherwise in need of quarantine or isolation housing due to the COVID-19 outbreak.

Activities funded under this Grant will be performed in accordance with the Washington State COVID-19 Outbreak Emergency Housing Grant Guidelines, version 3.

The Grantee's Plan as may be amended from time to time, attached here to and incorporated herein as Attachments C and D.

Commerce must approve Plan amendments.


**ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.**

**Grant Number: First Amendment to Agreement 316-46108-03**

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
COVID-19 Outbreak Emergency Housing Grant**

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

For Benton County:



*Per Resolution*

*2020 - 258*

*08/31/2020*

Chair

Date

Attest:

Clerk of the Board

Approved as to form:

  
\_\_\_\_\_  
Dept. of Human Services

Approved as to form:

  
\_\_\_\_\_  
Benton Co Prosecutor's Office

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Ratify Agreement PSC-2020-GW-ERAP-00 with Goodwill Industries of the Columbia, Inc.	
<b>Presenter:</b>		
<b>Prepared By:</b>	Mari Clark, DHS Contract Manager	
<b>Reviewed By:</b>	Kyle Sullivan, DHS Manager	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

## Summary / Background Information

This agreement is to provide outreach services to the community as well as provide eviction rent assistance to individuals/families who are in need of assistance due to the COVID-19 pandemic.

## Fiscal Impact

**Amount: \$500,000.00**

**Fund: There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of \$500,000.00.

## Recommendation

- Sign the Resolution to Ratify Agreement to Agreement PSC-2020-GW-ERAP-00, which has already been executed.

## Suggested Motion

Approve on consent agenda.

**RESOLUTION**  
**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;**

**RE: IN THE MATTER OF RATIFYING THE AGREEMENT #PSC-2020-GW-ERAP-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA, INC.**

**WHEREAS**, the purpose of this Agreement is to provide outreach services to the community as well as provide eviction rent assistance to individuals/families who are in need of assistance due to the COVID-19 pandemic; and

**WHEREAS**, on March 17, 2020 the Board of Benton County commissioners declared an emergency in response to the COVID-19 outbreak (Resolution 2020-258) and authorized Departments to enter into contracts and incur obligations in order to combat the emergency; and

**WHEREAS**, in order to meet required deadlines to fund emergency services, the County Administrator executed the above agreement on August 31, 2020 under authority granted in Resolution 2020-258; and

**WHEREAS**, the Board should ratify the decision of the County Administrator as their own; **NOW, THEREFORE,**

**BE IT RESOLVED**, that the Board of County Commissioners hereby approves and ratifies the #PSC-2020-GW-ERAP-00 agreement, between Goodwill Industries of the Columbia, Inc. and Benton County Department of Human Services for a grant amount of maximum total of \$500,000.00 as executed by the Benton County Administrator on August 31, 2020; and,

**BE IT FURTHER RESOLVED**, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments to Goodwill Industries of the Columbia, Inc, necessary for the disbursement of the homeless housing funds; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on the August 20, 2020 and ends on December 31, 2020.

Dated this.....day of ....., 2020

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member  
Constituting the Board of County  
Commissioners of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
PSC-2020-GW-ERAP-00**

**TERMS AND CONDITIONS**

**THIS CONTRACT** is made and entered into by and between **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, a political subdivision with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter "COUNTY"), and **GOODWILL INDUSTRIES OF THE COLUMBIA, INC**, a Not-For-Profit Corporation, under the laws of the State of Washington with its principal offices at 815 N. Kellogg, Ste. A, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A - Statement of Work and;
- b. Exhibit B - Budget
- c. Eviction Rent Assistance Program (ERAP) Guidelines

**2. DURATION OF CONTRACT**

The term of this Contract shall begin on August 20, 2020 and shall expire on December 31, 2020. 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 outreach and direct services to the community to educate and qualify individuals/families who are in need of eviction rent assistance due to COVID-19, following the Department of Commerce Eviction Rent Assistance Program Guidelines. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Statement of Work", which is attached hereto and incorporated herein by reference.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

**4. CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Name: Ken Gosney  
Address: 815 N. Kellogg, Ste. A  
Kennewick, WA 99336  
Phone: 509-735-7238  
Email: [kgosney@goodwillotc.org](mailto:kgosney@goodwillotc.org)

b. For COUNTY:

Name: Kyle Sullivan  
Address: 7102 W Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509-737-3909  
Email: [kyle.sullivan@co.benton.wa.us](mailto:kyle.sullivan@co.benton.wa.us)

**5. COMPENSATION**

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed five hundred thousand dollars and no cents (\$500,000.00), including W.S.S.T per Exhibit A "Budget".

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

**6. AMENDMENTS AND CHANGES IN WORK**

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

for the accuracy of the work, even if the work is accepted by the COUNTY.

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

**7. HOLD HARMLESS AND INDEMNIFICATION**

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

**this Contract.**

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

**8. INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury

(including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

c. **Commercial General Liability and Employers Liability**

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

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

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

The CONTRACTOR must provide commercial general liability

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

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the

policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this

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

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

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

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

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

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

**12. INDEPENDENT CONTRACTOR**

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

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

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

**15. NONDISCRIMINATION**

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

**16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

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

**17. PATENT/COPYRIGHT INFRINGEMENT**

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

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

**18. DISPUTES**

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

**19. CONFIDENTIALITY**

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

**20. CHOICE OF LAW, JURISDICTION, AND VENUE**

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

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

**25. SURVIVABILITY**

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

**26. LITIGATION HOLD NOTICE**

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

**27. PUBLIC RECORDS ACT**

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

- This section left blank intentionally -



# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	60-month lease agreement for one IMC4500 copier from Ricoh USA, Inc. for Benton County Human Resources' Department.	
<b>Presenter:</b>		
<b>Prepared By:</b>	Robert Heard	
<b>Reviewed By:</b>		
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A            (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

## Summary / Background Information

The Human Service's office has asked Information Technology to negotiate a new lease agreement with Ricoh USA, Inc. for one Ricoh IMC4500 copier. Ricoh USA, Inc. is an authorized vendor under Washington State Master Agreement #05214, NASPO ValuePoint Copiers, Printer & Related Devices Solicitation #3091.

## Fiscal Impact

**Amount:** 60-month lease. \$218.57 per month, plus \$0.0062 per black/white and \$0.048 color charges page excluding WSST.

**Fund:** Human Resources' approved budget.

## Recommendation

Information Technology recommends that the Board approves a 60-month lease agreement for one Ricoh IMC4500 from Ricoh USA, Inc. for the Benton County Human Resources' Department.

## Suggested Motion

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR ONE IMC4500 COPIER FROM RICOH USA, INC. FOR THE BENTON COUNTY HUMAN RESOURCES' DEPARTMENT

WHEREAS, Ricoh, USA, Inc. is an authorized vendor under Washington State Master Agreement #05214, NASPO ValuePoint Copiers, Printer & Related Devices Solicitation #3091; and

WHEREAS, the Benton County Information Technology Department recommends entering a 60-month lease option with Ricoh, USA, Inc. for the leasing of the following copiers: one IMC4500 copier; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2012-677, Section 7 allows the County to enter into a written Intergovernmental Cooperative Purchasing Agreement with the State of Washington, signed on June 11, 2013 per Resolution 2013-431;

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, are hereby authorized to sign the attached Lease Agreement between Benton County and Ricoh USA, Inc. utilizing Washington State Master Agreement #05214, NASPO ValuePoint Copiers, Printer & Related Devices Solicitation #3091; and

BE IT FURTHER RESOLVED said lease shall commence upon signature for 60 months at an amount not to exceed \$218.57 per month, plus \$0.0062 per black/white and \$0.048 color charges per page excluding WSST for one Ricoh IMC4500 copier for the Benton County Human Resources' Department.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

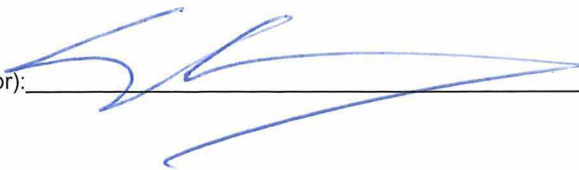
\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

<p align="center"><b>LEASE AGREEMENT</b>  <b>Benton County, Washington</b></p> <p align="center">Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350</p>			<p>Resolution No. _____</p> <p>Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.</p>	
Vendor: Ricoh USA, Inc.			<p><b>AGREEMENT:</b>            In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement</p>	
Vendor Code: w19074				
Vendor Contact: Abraham Gerving				
Vendor Contact Phone: 971.708.8507				
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341				
Type of Lease: 60 month FMV lease per WA State Contract, #05214; NASPO Copiers, Printer & Related Devices Solicitation #3091				
<table border="0"> <tr> <td>Ship To: Benton County Human Resources 7122 W Okanogan PI Kennewick, WA 99336</td> <td>Bill To: Benton County Information Technology PO Box 608  Prosser, WA 99350</td> </tr> </table>				
Ship To: Benton County Human Resources 7122 W Okanogan PI Kennewick, WA 99336	Bill To: Benton County Information Technology PO Box 608  Prosser, WA 99350			
			Estimated Delivery Date:	12/20/2019
Line/Model	Description	Term	Unit Price	Total Lease Amount
1	One Ricoh IMC4500 Models w/ two 550 and one 100 paper trays	60 Months	218.57	13,114.20
2	One Ricoh IMC4500 Streamline NX License & Maintenance	60 Months		-
3	One Ricoh IMC4500 Enable secure print	60 Months		-
4	One Ricoh IMC4500 Enable Follow Me Print	60 Months		-
5	One Ricoh IMC4500 Support mobile devices w/ Mobile App	60 Months		-
6	One Ricoh IMC4500 Track Print Costs	60 Months		-
7	One Ricoh IMC4500 Scan to searchable PDF	60 Months		-
8	One Ricoh IMC4500 Apply filename to scan	60 Months		-
9	One Ricoh IMC4500 Convert scan to supported formats	60 Months		-
10	One Ricoh IMC4500 Name scanned document when scanning	60 Months		-
11	One Ricoh IMC4500 Scan to email	60 Months		-
12	One Ricoh IMC4500 Convert scan to supported formats	60 Months		-
13	One Ricoh IMC4500 NeOnerk & Scan Connect-Seg BC2	60 Months		-
14	One Ricoh IMC4500 B&W Click Charge per page is .0062	60 Months		-
15	One Ricoh IMC4500 Color Click Charge per page is .048	60 Months		-
16	One Ricoh IMC4500 Card Reader and Card Reader Cover	60 Months		-
17	One Ricoh IMC4500 Staple Finisher	60 Months		-
				-
				-
				-
				-
		monthly subttl	218.57	-
<p>The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be \$218.57 excluding WSST plus B&amp;W charges of \$.0062/page and Color charges of \$.048/page. Vendor will bill the County monthly at the rates provided herein payable by the County thirty (30) days upon receipt.</p>			HANDLING =	-
			SUB TOTAL =	13,114.20
			SALES TAX =	1,127.82
			TOTAL ORDER =	14,242.02
<p>This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #05214 NASPO Valuepoint Copiers, Printer &amp; Related Devices Solicitation #3091</p>			<p>QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:</p>	
			<p>Dept Contract: Robert Heard            Benton County Information Technology            Title: Information Technology Assistant Manager            Address: 620 Market Street, Prosser, WA 99350</p>	
<p>In case of conflict, the order of precedence is:</p>			<p>Phone: 509.786.5603            Fax: 509.786.5601</p>	
<p>1. The State of Washington Contract No. #05214 NASPO Valuepoint Copiers, Printer &amp; Related Devices Solicitation #3091</p> <p>2. This Lease Agreement</p>				
<p>Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.</p>				

Approved as to Form (Civil Deputy Prosecutor):



(Lease Agreement - Ricoh USA Page 2)

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

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

Vendor Name (Print): Patrick Purcell Title: Vice President - Pacific Northwest Date: 09/15/2020

Vendor Signature: 

Chairman  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_

# STATEMENT OF WORK AMENDMENT

FOR POST INSTALLATION PROFESSIONAL SERVICES PROVIDED IN DIRECT RELATIONSHIP TO THE ORIGINAL STATEMENT OF WORK AND EXECUTION OF THE SD&A



Form Version 1.1

CUSTOMER INFORMATION				
CUSTOMER COMPANY NAME Benton, County of		DATE <i>MM/DD/YYYY (REQUIRED)</i> 08/31/2020		
STREET ADDRESS 620 Market Street	TELEPHONE NUMBER (509) 786-5603	FAX NUMBER		
CITY, STATE, ZIP CODE Prosser, WA 99350-1300				
BILLING INFORMATION				
NAME OF ADDRESSEE FOR BILLING CORRESPONDENCE Robert Heard	CUSTOMER ACCOUNT NUMBER (BILL TO)	CUSTOMER ACCOUNT NUMBER (SHIP TO)		
BILLING ADDRESS, CITY, STATE, ZIP CODE <input checked="" type="checkbox"/> SAME AS ABOVE	FEDERAL IDENTIFICATION NUMBER	PO NUMBER		
NAME AND TITLE OF AUTHORIZED CUSTOMER CONTACT Robert Heard	TELEPHONE NUMBER (509) 786-5603	EMAIL ADDRESS central.services@co.benton.wa.us		
SERVICES REQUESTED (TO BE COMPLETED BY RICOH)				
RICOH SHALL PROVIDE THE FOLLOWING SERVICES AND DELIVERABLES AS STATED BELOW				
Install and configure 1 MFP (with card reader) to Streamline NX. 2 sets of licenses already available on server.				
Attachment Included Y <input type="checkbox"/> N <input checked="" type="checkbox"/>				
FOR INTERNAL RICOH USE ONLY (REQUIRED)				
ORIGINAL SOW / DESIGN RECORD ID# FSOW 27125518	ORIGINAL SOW EXECUTION DATE	NAME OF RICOH DESIGN LEAD Steve Margolis		
ORIGINAL CASE NAME	SD&A EXECUTION DATE (OPTIONAL)	NAME OF SALES REP Abraham Gerving		
SERVICES FEES (TO BE COMPLETED BY RICOH)				
Description of Services	EDP CODE	Hours	Unit Price	Extended Price
[SOW] PS Installation Ricoh Streamline NX (\$185 Per Hour)	PS-INSRICSTRNX	2	\$	\$
***Services cost included with Order Agreement.***			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>TOTAL COST</b>				<b>\$ .00</b>
AGREEMENT THE TERMS AND CONDITIONS GOVERNING THIS AMENDMENT BETWEEN RICOH AND CUSTOMER SHALL BE THOSE SET FORTH IN THE TERMS AND CONDITIONS OF THE ORIGINAL STATEMENT OF WORK (SOW) SIGNED BY BOTH PARTIES WHICH ARE HEREBY INCORPORATED BY REFERENCE TO THIS AMENDMENT. THIS AMENDMENT SHALL BE EFFECTIVE AS OF THE DATE OF EXECUTION BY BOTH RICOH AND CUSTOMER. BY SIGNING BELOW, THE UNDERSIGNED REPRESENT THAT THEY ARE DULY AUTHORIZED TO ENTER INTO THIS AMENDMENT ON BEHALF OF THEIR RESPECTIVE ENTITIES.				
Digitally signed by Brian Garland Date: 2020.09.01 12:28:13 -04'00'				
Date	Authorized Ricoh Representative Signature <i>(Internal Review - Sr. Manager or Regional Director, Sales Engineering)</i>		Title	
Date	Authorized Client Representative Signature		Title	
09/22/2020			Vice President - Pacific Northwest	
Date	Authorized Ricoh Representative Signature <i>(Sr. Manager or Regional Director, Sales Engineering)</i>		Title	



# Benton County Personnel

## Business Services Proposal

**RICOH**  
imagine. change.



**PREPARED BY:**  
Abraham Gerving, Account Manager  
Phone: 971.708.8507  
Email: [abraham.gerving@ricoh-usa.com](mailto:abraham.gerving@ricoh-usa.com)



## About Ricoh

For over 80 years, Ricoh has transformed the way people work with breakthrough technologies that help businesses innovate and grow. Our focus has always been to envision what the future will look like so that we can help prepare you for success.

Today, that means improving workplaces using innovative technologies & services enabling individuals to work smarter.

Learn more:  
[ricoh-usa.com/about-us](http://ricoh-usa.com/about-us)



Video: Ricoh is empowering digital workplaces

*“Ricoh’s team is always there when we need them. And they understand and respect what we do, so they work diligently to resolve issues quickly.”*

**Oregon based  
Non-profit Organization**

# Executive Summary

## Proposed Solution

The attached proposal includes the following:

- Ricoh IM C4500
- New 60-month lease
- 1 Streamline license
- Installation/configuration of Streamline
- 3 months free promotion
- Quoted from NASPO WA - LEAD 140602 PA 06619

# Proposed Solutions – Personnel Department

## Ricoh IM C4500



- 45 PPM - B&W/Color
- Copy/Print/Scan
- 220 Sheet Single-Pass Document Feeder
- 1200 x 1200 dpi max resolution
- Internal Staple Finisher
- 2 x 550 Sheet Paper Trays
- 1 x 100 Sheet By-Pass Tray
- 1 x Streamline License
- 1 x Card Readers
- 1 x Card Reader Cover

Equipment Investment	
Equipment	60 Month Lease
Ricoh IM C4500 (3 Months Free)	\$218.57/mo
B/W Service Rate	\$.0062 per click
Color Service Rate	\$.048 per click

Included in Monthly Fee	
Agreement Includes	<ul style="list-style-type: none"> <li>• Deliver &amp; Installation</li> <li>• Operator training</li> <li>• Toner, parts, staples, and labor included with service</li> </ul>

# Maximizing Customer Experience with Ricoh

One of the industry's largest services networks of **over 12,000 field based employees**

**State-of-the-art automated cloud dispatch program** brings together the right technician with the right parts and keeps you apprised of status

Support personnel who possess the **professional certifications** to work effectively in your environment and resolve issues quickly

Ricoh's Technology Support Services Center provides **24/7 customer support** for hardware devices as well as application software that's part of your solution

- Onsite service
- Self-help global knowledgebase
- Customer help desk
- Dispatch via web

**MyRicoch online customer service portal** that allows you to submit and manage service requests, submit meter reads, order supplies and even chat live with our support team



## Welcome to MyRicoch



Browse products, place & track orders online



Receive personalized alerts for tasks that require attention



Submit meter reads for your Ricoh devices

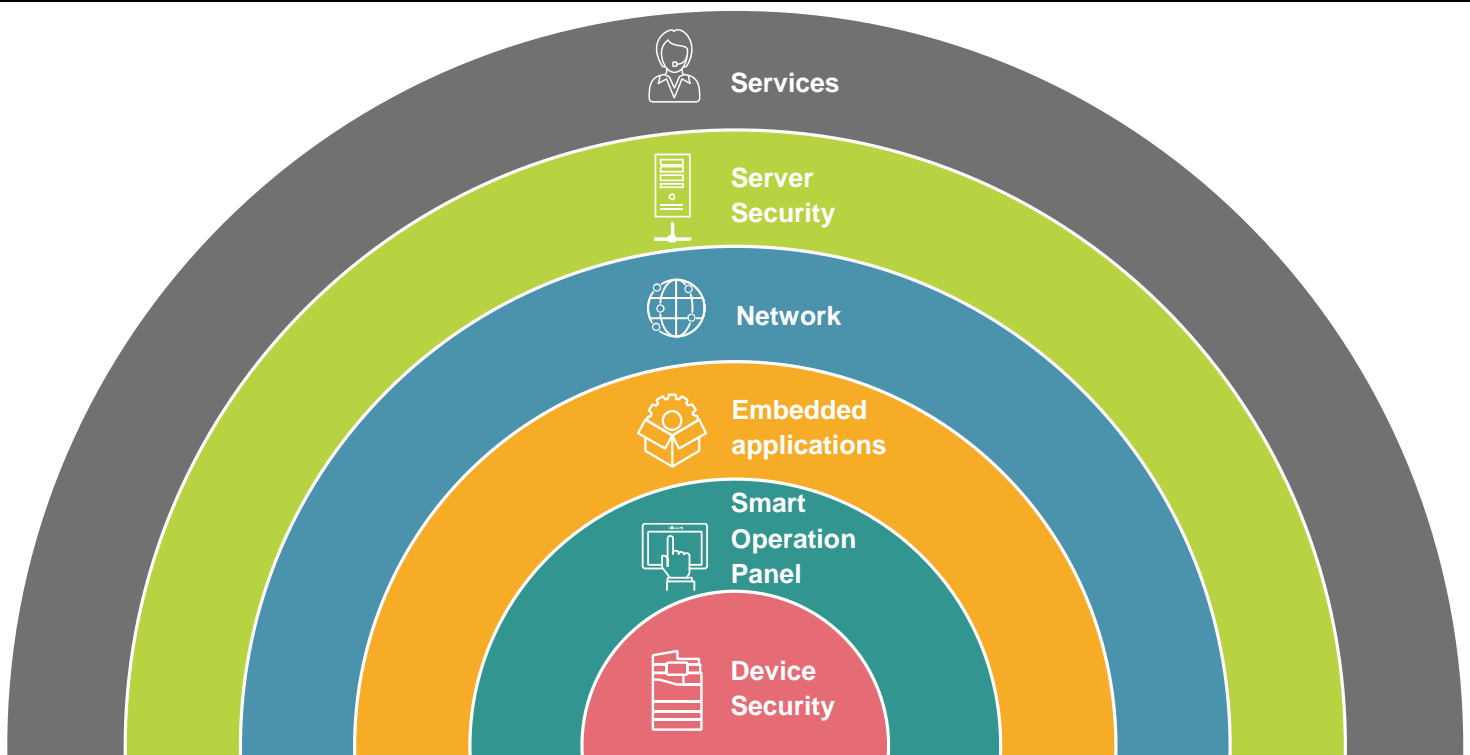


Submit service requests for your devices



Our Technology Services team has received the **NorthFace ScoreBoard Award (SM)** for customer satisfaction. This award recognizes organizations who not only offer exemplary service to their customers, but who also center their existence on a deep commitment to exceeding customer expectations and is solely based on the **Voice Of the Customer** satisfaction ratings for our Technology Services function.

# Ricoh's layered approach



Security threats are no longer limited to personal computers, servers or networks. Superior technology, commitment and know-how are essential. Ricoh can help you tackle potential issues caused by vulnerabilities in your devices, the data they process and the networks to which they connect.

## Device Security

- ISO 15408 / IEEE 2600 certifications
- Ricoh-only Operating System
- Hard Disk Encryption
- DataOverwriteSecurity System (DOSS)
- Digitally signed firmware updates

## Smart Operational Panel (User Interface)

- Ricoh only unique OS
- Unnecessary tools and components, tools with known issues are not installed
- Linux Kernel and Services are customized
- Root access is not available

## Embedded Applications

- Providing extended features such as authentication, secure print, scan & capture, encryption and workflow
- Tested, compatibility certified and digitally signed by Ricoh

## Network (Transport & Data Layers)

- Leverage & comply with customer's network security policies & measures
- End to end encryption of scan and print files to protect against "man in the middle"

## Server Security

- Leverage & comply with customer's server security policies & measures
- Encrypted files
- Segregation of administrator and user roles

## Services

- Security Optimization Services
- ITIL (Information Technology Infrastructure Library) & ISO certified service processes
- Security Incident & Response Team
- End of Life Disposal Services
- Security beyond the device with Information Governance services

# Grow your Business with Ricoh

Uphold your competitive edge by leveraging our industry expertise and intellectual property to help you unravel your business challenges through people, processes and technology. With over 80+ years of innovation, our focus has always been to help prepare you for success. The key to helping you succeed in the midst of this ongoing change is our digital workplace solutions.



Managed Print



Enterprise Content Management & Workflow



Business Process Outsourcing



Workplace Productivity



Enterprise Support



Customer Communications Management & Mail





Information Governance & Cyber Security



Cloud & IT

## Our recognition that sets us apart

-  2018 **World's 50 Most Innovative Companies** from USA Today
-  Awarded **Highest Gold Rating in EcoVadis Global Supplier Survey** 4 times in a row
-  Named a **Leader in Gartner Magic Quadrant** for Managed Print & Content Services worldwide 6 years in a row.
-  2018 **Energy Star Partner of Year**
-  2017 **Global Leader in Print and Document Security** from IDC MarketScape
-  2017 **Excellence in Partnership Best Veteran Hiring Award** from Coalition for Government Procurement



Ricoh USA, Inc. 70 Valley Stream Parkway, Malvern PA 19355 | 1-800-63-RICOH

©2019 Ricoh USA, Inc. All rights reserved. Ricoh® and the Ricoh logo are registered trademarks of Ricoh Company, Ltd. All other trademarks are the property of their respective owners. The content of this document, and the appearance, features and specifications of Ricoh products and services are subject to change from time to time without notice. Products are shown with optional features. While care has been taken to ensure the accuracy of this information, Ricoh makes no representation or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions in these materials. Actual results will vary depending upon use of the products and services, and the conditions and factors affecting performance. The only warranties for Ricoh products and services are as set forth in the express warranty statements accompanying them.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Approval to purchase IBM Video Streaming Service from SHI International Corp.	
<b>Presenter:</b>		
<b>Prepared By:</b>	Robert Heard	
<b>Reviewed By:</b>		
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

## Summary / Background Information

During COVID-19 and Governor Inslee's "Stay Home, Stay Healthy" order, many public agencies were challenged to provide online public access to regular and special meetings, executive sessions or other governing body gathers with the collective intent of transacting government business. The Washington Open Public Meetings Act (OPMA), chapter 42.30 RCW, requires that all meetings of governing bodies of public agencies, including cities, counties, and special purpose districts, be open to the public. Besides local governments, judicial court proceedings need to be accessible to the public too. To aid in the County's efforts of delivering public transparency, Information Technology (IT) was tasked to find an audio/video (A/V) streaming solution that provides online access to public meetings and judicial proceedings via internet. IT reviewed and tested several streaming platforms including but not limited to Skype, Teams, Facebook, YouTube, IBM, and A/V Capture.

After reviewing several products, Information Technology recommends IBM's Video Streaming Service which allows the County to create specific channels for each governing body to live stream their meetings. IBM's streaming service is easy to use and integrates with the County's Cisco Webex infrastructure. One significant feature included in IBM's streaming solution is that IBM does not create a public record when streaming meetings. Lastly, IT is confident that IBM's online service will assist the County in delivering a professional public portal to its citizens as demands for public access for all its governing entities increase over time.

IBM Video Streaming Service is being purchased by SHI International Corp. under Washington State Master Contract No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488.

## Fiscal Impact

**Amount:**        \$15,000 excluding WSST.

**Fund:**            Information Technology budget. Purchase may be CARES fund eligible.

## Recommendation

Information Technology recommends that the Board approve the purchase of IBM Video Streaming Service from SHI International Corp.

## Suggested Motion

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER APPROVING THE PURCHASE OF IBM VIDEO STREAMING SERVICE FROM SHI INTERNATIONAL CORP.

WHEREAS, during COVID-19 and Governor Inslee's "Stay Home, Stay Healthy Order", many government agencies were challenged to provide public access to government meetings where governing bodies gather with the collective intent of transacting government business; and

WHEREAS, the Washington Open Public Meetings Act (OPMA), chapter 42.30 RCW, requires that all meetings of governing bodies of public agencies including cities, counties, and special purpose districts be open to the public; and

WHEREAS, to aid the County's efforts of delivering public transparency to its citizens, Information Technology was tasked to find an audio/video (A/V) streaming solution that provides online access to public meetings and judicial proceedings via internet; and

WHEREAS, Information Technology reviewed several online streaming services that included but were not limited to Microsoft Skype, Microsoft Teams, Facebook, Youtube, IBM, and A/V Capture; and

WHEREAS, after Information Technology's review, IBM's Video Streaming Service offered the most valuable services to aid in the County's efforts of delivering public transparency; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2012-677, Section 7 allows the County to enter into a written Intergovernmental Cooperative Purchasing Agreement with the State of Washington, signed on June 11, 2013 per Resolution 2013-431; and

WHEREAS, SHI International Corp. is authorized to sell IBM services under Washington State Master Contract No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with Information Technology's recommendation and approves the purchase of IBM Video Streaming Service from SHI International Corp. in the amount not to exceed \$15,000 excluding Washington State Sales Tax.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
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 #: 19304688  
 Created On: 8/19/2020  
 Valid Until: 9/30/2020

**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**

**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 IBM Video Streaming Service Level Agreement IBM - Part#: D1Q8CLL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> kurt.sartori@arrow.com	1	\$0.00	\$0.00
2 IBM Video Streaming Instance Per Month IBM - Part#: D1Q8SLL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> kurt.sartori@arrow.com	1	\$7,200.00	\$7,200.00
3 IBM Video Streaming Viewer 100 Hours Per Month IBM - Part#: D1Q8TLL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> kurt.sartori@arrow.com	40	\$72.00	\$2,880.00
4 IBM Video Streaming Channel Item Per Month IBM - Part#: D1Q8VLL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> kurt.sartori@arrow.com	1	\$120.00	\$120.00
5 IBM Video Streaming Storage 10 Gigabytes Per Month IBM - Part#: D1Q8XLL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> kurt.sartori@arrow.com	5	\$20.40	\$102.00
6 IBM Video Streaming Channel Item Overage - Overage \$11.00 per use IBM - Part#: D1Q8WLL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI <b>Note:</b> kurt.sartori@arrow.com	1	\$0.00	\$0.00

Subtotal \$10,302.00

\*Tax \$885.97

Total \$11,187.97

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

### Additional Comments

---

IBM has a no returns policy.

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

1. By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.

2. By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

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:

$$\text{Amount owed to Enterprise Services} = \text{Total contract sales invoiced (not including sales tax)} \times .015$$

- (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: <a href="mailto:alison_turner@shi.com">alison_turner@shi.com</a>	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: <a href="mailto:mike.dombrowsky@des.wa.gov">mike.dombrowsky@des.wa.gov</a>

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

Its: State IT Procurement Manager

**SHI INTERNATIONAL CORP.  
A NEW JERSEY CORPORATION**

By:   
Natalie Castagno

Its: Director of Response Team

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	FC 09/15/20 BC 09/29/20
<b>Subject:</b>	Public Works Contract with Apollo Heating & Air
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Rosa Garcia
<b>Reviewed By:</b>	Darryl Banks
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

## Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center solicited proposals to provide heating, ventilation, air conditioning (HVAC) and kitchen system maintenance and repairs for the Benton-Franklin Counties Juvenile Justice Center.

The following proposals were received from contractors for HVAC and kitchen systems maintenance and repairs, if necessary from the small work roster:

- Apollo Sheet Metal Inc., Kennewick, WA – APOLLMC864JQ - \$24,352.46 plus W.S.S.T, as needed.
- BF Power Vac, Kennewick, WA – BFPOWPV908PG – Did not respond
- M. Campbell and Company, Inc., Pasco, WA – MCAMPCI963RA – Did not respond for the term

The term of the contract shall commence on October 1, 2020 and shall expire September 30, 2022.

## Fiscal Impact

Amount not to exceed \$200,000.00 plus W.S.S.T. to be paid out of Current Expense Dept. 172 Facilities Budget. No supplemental required.

## Recommendation

The Juvenile Administrative Services Manager reviewed the proposals and recommends Apollo Heating & Air as they were the only responsive bidder.

## Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, the Public Works Contract between Apollo Heating & Air and Benton-Franklin Counties Juvenile Justice Center.

# 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 AWARDING A PUBLIC WORKS CONTRACT FOR HEATING, VENTILATION, AIR CONDITIONING (HVAC) AND KITCHEN SYSTEMS MAINTENANCE TO APOLLO HEATING & AIR, A DIVISION OF APOLLO SHEET METAL INC.**

**WHEREAS**, per resolution 2012-677, for public works contracts with an estimated value of forty thousand dollars up to three hundred thousand dollars, the County shall follow both the advertisement and competitive bidding process set forth in RCW 36.32.250 or shall follow the small public works roster process authorized by RCW 39.04.155; and

**WHEREAS**, the following proposals were received from contractors for HVAC and kitchen systems maintenance and repairs, if necessary from the small work roster:

- Apollo Sheet Metal Inc., Kennewick, WA – APOLLMC864JQ - \$24,352.46 plus W.S.S.T, as needed.
- BF Power Vac, Kennewick, WA – BFPOWPV908PG – Did not respond
- M. Campbell and Company, Inc., Pasco, WA – MCAMPCI963RA – Did not respond

**WHEREAS**, the Administrative Services Manager determined that Apollo Sheet Metal Inc., Kennewick, WA – Contractors License No. APOLLMC864JQ was the only responsive bidder; and

**WHEREAS**, the Administrative Services Manager reviewed the proposals and based on Apollo Sheet Metal's unique familiarity with the aging and mechanical obstacles associated with the facility HVAC and Kitchen systems, recommends awarding the Public Works Contract to Apollo Heating & Air; **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 Administrative Services Manager's recommendation and hereby approve the Contract with Apollo Sheet Metal Inc., in an amount not to exceed \$200,000.00 plus W.S.S.T; and

**BE IT FURTHER RESOLVED**, that the Chairs are authorized to sign the attached Public Works Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached Contract commences October 1, 2020 and shall expire September 30, 2022.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020  
**BENTON COUNTY BOARD OF COMMISSIONERS**

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020  
**FRANKLIN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

**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 and FRANKLIN COUNTY, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and Apollo Sheet Metal Inc., with its principal offices at 1119 W. Columbia Drive, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A - Scope of Work/Compensation for HVAC Preventative Maintenance;
- b. Exhibit B - Scope of Work/Compensation for Kitchen Preventative Maintenance, 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 October 1, 2020 and shall expire on September 30, 2022. 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 building HVAC and Kitchen maintenance services and repairs, as necessary for the Benton-Franklin Counties Juvenile Justice Center location in accordance with the CONTRACTORS 2020 price list proposal attached hereto as Exhibit A and Exhibit B. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work/Compensation for HVAC Preventative Maintenance" and Exhibit B, "Scope of Work/Compensation for Kitchen

Preventative Maintenance", 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 COUNTIES of that fact and shall coordinate with COUNTIES 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 COUNTIES 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 COUNTIES' Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- d. The COUNTIES does not guarantee utilization of this contract. The COUNTIES 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 COUNTIES.
- 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 COUNTIES.
- 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 COUNTIES 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 COUNTIES.

**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: Tanner Tobin  
Address: PO Box 7287  
Kennewick, WA 99336  
Phone: 509-987-1912  
Email: Tanner.tobin@apollosm.com

b. For COUNTIES:

Name: Darryl Banks  
Address: 5606 W. Canal Place, Suite 106  
Kennewick, WA 99336  
Phone: 509-222-2316  
Email: Darryl.Banks@co.bento.wa.us

**5. COMPENSATION**

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance with the price rates provided in Exhibit A and Exhibit B, which is attached hereto and incorporated herein. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this contract.

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed two hundred and thousand dollars (\$200,000.00), not 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 COUNTIES promptly in writing if the CONTRACTOR'S cumulative accounts receivable attributable to the COUNTIES, 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 COUNTIES' 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 COUNTIES' Contract Representative. No final payment will be made until the affidavit is provided. COUNTIES require 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 COUNTIES 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 COUNTIES 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 COUNTIES 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](https://secureaccess.wa.gov/) and then forward a copy of the statement to the COUNTIES' 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 COUNTIES. The COUNTIES shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTIES shall authorize payment when the work billed is accepted by the COUNTIES 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 COUNTIES 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 COUNTIES stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTIES. If such written election is not received by the COUNTIES, then the COUNTIES 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 COUNTIES.
- 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 COUNTIES.

8. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES 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 COUNTIES. 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. 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 COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES 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, 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 COUNTIES 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 COUNTIES.

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 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 COUNTIES 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 COUNTIES 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 COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES 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 COUNTIES 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 and Franklin Counties 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 COUNTIES 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 COUNTIES. Any insurance or self-insurance maintained by the COUNTIES 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 COUNTIES' 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 COUNTIES' 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 and Franklin Counties Risk Manager at the following address: 5606 W. Canal Place, Suite 106, Kennewick, WA 99336.

**10. PERFORMANCE AND PAYMENT BONDS**

The CONTRACTOR shall furnish Benton and Franklin Counties with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton and Franklin Counties, 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 COUNTIES 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 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 COUNTIES 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 COUNTIES. 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 COUNTIES 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 COUNTIES 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 COUNTIES.
- 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 COUNTIES' Contract Representative or designee.

### **13. INSPECTION OF BOOKS AND RECORDS**

The COUNTIES 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 COUNTIES 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 COUNTIES, 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 COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES 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 COUNTIES 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 COUNTIES. In that event, the COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES 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. 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 COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' 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 COUNTIES.

**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.

**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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree 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 COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

- This section was intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective October 1, 2020.

The parties specifically certify that the provisions contained within Section 9 are mutually negotiated.

<b>Apollo Sheet Metal, Inc.</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 8/27/20 <b>Tanner Tobin</b> Date <b>Service Manager</b>	 9-3-2020 <b>Darryl Banks</b> Date <b>Juvenile Court Administrator</b>
<b>BENTON COUNTY APPROVAL</b> Approved as to Form:  09/03/20 Stephen Hallstrom, Deputy Prosecuting Attorney Date	<b>FRANKLIN COUNTY APPROVAL</b> Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____	By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

**BENTON-FRANKLIN COUNTIES  
JUVENILE DEPARTMENT**

**Vendor Quote Form**

Date:	July 22 <sup>nd</sup> 2020
Vendor Name:	Apollo Heating and Air Conditioning
Vendor Address:	1119 W Columbia Drive Kennewick, WA 99336
Vendor Phone Number:	509-987-1500
Price Including WSST:	HVAC: \$15,247.44 Kitchen \$9,105.02 Total: \$24,352.46
Expiration Date:	October 20 <sup>th</sup> 2020
Notes:	Per conversation with Jon Peyton (7/22/2020) Provided two (2) separate quotes, one (1) for HVAC and one (1) for kitchen maintenance.
Are you on the MRSC (Municipal Research and Services Center) list?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
UBI#	600443607
Item(s) being purchased:	Coil Cleaner, Sanitizer, Water Softner Filters (Kitchen Material cost only) No Material Cost for HVAC just labor only.

Vendor Contact Agent Name: KC Wilson

Signature: 

Title: Commercial Service Account Executive



1119 W. Columbia Drive ■ P.O. Box 7287 ■ Kennewick WA 99336 ■ Phone 509-586-1104  
 Fax 509-582-8516 ■ Email info@apollosm.com ■ Web www.apolloheatingandair.com

**A Division of Apollo Sheet Metal Inc.**

WA Reg. No. APOLLSM187MK OR CCB No. 56241  
**July 22, 2020**

### Preventative Maintenance For:

**Benton -Franklin Juvenile Justice** · *At Location:*

**Benton -Franklin Juvenile Justice Center**

5606 W. Canal

Kennewick, WA 99336

Apollo Sheet Metal, Inc. is committed to supplying our customers with the highest quality in preventative maintenance and services. The company and its leadership believe in listening to our customers' needs and building strong lasting relationships. The scope of these services has been determined as a result of our discussions concerning your specific HVAC system support needs. Our support solution includes the services as outlined below:

#### GENERAL SUPPORT PROGRAM FEATURES

*(Included with all Support Programs)*

- **Discount on Parts and Labor:** As a support contract customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them.
- **Account Manager:** A designated factory trained and licensed Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
- **Documentation:** All scheduled and unscheduled service visits will be documented by a work order form detailing the service performed, materials used and hours spent.
- **System and Service Log:** APOLLO SHEET METAL, INC. will provide you with a log to enable you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.
- **Dedicated Service Team:** Our Highly Skilled Service Team is knowledgeable in all facets of the HVAC industry. We can quickly diagnose system problems, thus saving hours of labor that would be required by someone less familiar with your system.
- **Priority Response Time:** As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates.
- **Multi-Year Program:** By purchasing a continuous 1-5 year support program, you "lock-in" on current year pricing to realize additional savings.



## HVAC SYSTEMS MAINTENANCE

*All maintenance procedures are performed in accordance with the manufacturers specifications. The following maintenance verifications will reduce breakdown, improve operational efficiency and increase the life expectancy of the equipment. Problem areas will be identified and brought to the owners attention to be addressed accordingly.*

- **Annual Heating Verification:** Verification of your heating systems operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters will be replaced (Supplied by owner), belts will be inspected if applicable, and the heating operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels on heat pumps, and burner testing on gas heat units.

**Annual Heating Verification Hours: 40.0 Hours**

- **Annual Cooling Verification:** Verification of your cooling systems operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters will be replaced (supplied by owner), belts will be changed if applicable, the cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fan blades and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels. If deep cleaning of evaporator or blower is needed, it will quoted to prevent property damage from water in ducts.

**Annual Cooling Verification Hours: 40.0 Hours**

- **Mid Winter Inspection:** The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration refrigeration leaks, corrosion, and panels that are not secured properly. During our Mid-Winter inspection, all air filters will be replaced (supplied by owner), the belts will be adjusted and proper heating operation will be verified.

**Mid Winter Inspection Hours: 40.0 Hours**

- **Mid-Summer Inspection:** The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During our Mid-Summer inspection, all air filters will be replaced (supplied by owner), the belts will be adjusted and proper cooling operation will be verified.

**Mid Summer Inspection Hours: 40.0 Hours**

## ENVIRONMENTAL CONTROL SYSTEM MAINTENANCE

- **Annual HVAC Controls Testing and Verification:** Verification of your HVAC controls is an effective way to maximize building comfort and efficiency. We will verify overall system operation via the system software and physical verification. In addition heat/cool set points and occupancy schedules will be reviewed and adjusted if necessary.

**Annual HVAC Controls Testing and Verification:**

**8.0 Hours**

- **Critical On-line Support:** A service specialist will be made available to aid in analyzing problems and recommending possible solutions via direct line modem to your system. Modem and dedicated phone line is assumed to be provided by the owner. This service often eliminates the need for an on-site visit, which saves you money. This feature is offered during a customer specific time frame.

**On-Line Support Hours Allowance:**

**0.0 Hours**

- **Priority On-Site Support:** We will provide consultation as requested to assist your operator(s) in identifying, verifying and resolving problems found in executing the tasks for which they have received training from Apollo Sheet Metal. As a support program customer, you will be given priority for "non-scheduled" calls. Should such an emergency arise, we will give you top priority over non-support program customer.

**On-Site Support Hours Allowance:**

**0.0 Hours**

- **Training:** Continued training is recommended to refresh your current knowledge as well as provide valuable information on the new system features that may become available in future revisions of your system. The hours shown reflect requirements that were determined during our meetings and conversations regarding your current personnel proficiencies and staffing. During each site visit, we encourage your staff to participate and ask questions. We have found this to be one of the most effective ways to increasing system knowledge. Topics covered will be tailored to the trainees' knowledge, experience level, and areas of interest. Training classes shall be scheduled and completed quarterly utilizing total hours as follows:

**Annual Training Hours Allowance:**

**0.0 Hours**

**SUPPORT PROGRAM PRICING SUMMARY:**

<b>Support Program Features</b>	<b>Hours</b>	<b>Normal Cost</b>	<b>Support Program Sell Price</b>
<b>HVAC Maintenance</b>			
Fall Heating Verification	40.0	\$4,200	\$3,320
Spring Cooling Verification	40.0	\$4,200	\$3,320
Mid-Winter Inspection	40.0	\$4,200	\$3,320
Mid- Summer Inspection	40.0	\$4,200	\$3,320
Materials: Filters & Belts	N/A	\$0	\$0
Cleaning Material	N/A	\$0	\$0
<b>HVAC SUBTOTALS:</b>		<b>\$16,800</b>	<b>\$13,280</b>
<b>Environmental Controls</b>			
Controls Testing & Verification	8.0	\$840	\$760
Critical On-Line Support	0.0	\$0	\$0
Priority On-Site Support	0.0	\$0	\$0
Training	0.0	\$0	\$0
<b>CONTROLS SUBTOTAL</b>		<b>\$840</b>	<b>\$760</b>
<b>TOTALS</b>		<b>\$17,640</b>	<b>\$14,040</b>

**Support Program Sell Price:**

**\$14,040 + Tax**

Please contact me if you should have any questions or require further clarification on our Support Program solution. We thank you for this opportunity to serve you better.

Respectfully,

**KC Wilson**  
 Service Acct Executvie  
 Apollo Sheet Metal  
 509-987-1508



By and Between

**Apollo Sheet Metal**  
1119 W. Columbia Drive  
Kennewick, WA 99336

**Benton -Franklin Juvenile Justice Center**

Services shall be provided at the following Location:

**Benton -Franklin Juvenile Justice Center**  
**5606 W. Canal**  
**Kennewick, WA 99336**

Apollo Sheet Metal shall provide the services as outlined in this Support Service program document dated :

**July 22, 2020**

**Duration:** This agreement shall remain in and renew annually, unless notified by customer. You will be notified of any price increases by Apollo no less than thirty (30) days before new billing year.

***Benton -Franklin Juvenile Justice Center***

and Apollo Sheet Metal shall reevaluate the facility needs and modify the support program services as required.

**Termination:** Either party may terminate this agreement with sixty (60) day written notice with current reconciliation of costs.

**Charges:** For services outlined herein, ***Benton -Franklin Juvenile Justice Center*** agrees to pay Apollo Sheet Metal the following amount payable upon presentation of invoice:

**\$14,040 +Tax**

Prices quoted in this proposal do not include sales tax and are firm for 60-90 days from date of proposal. Please sign and either mail or fax this signed proposal back to Apollo Heating and Air.

Proposal Accepted by:

Proposal Submitted By:

**July 22, 2020**

\_\_\_\_\_  
Print or Type

***KC Wilson***

Service Acct Executive

509-987-1508

See attached signature page

kc.wilson@apollosm.com

Signature      Date

Apollo Heating & Air

Kennewick, WA

\_\_\_\_\_  
Title





1119 W. Columbia Drive ■ P.O. Box 7287 ■ Kennewick WA 99336 ■ Phone 509-586-1104  
 Fax 509-582-8516 ■ Email info@apollos m.com ■ Web www.apolloheatingandair.com

**A Division of Apollo Sheet Metal Inc.**

WA Reg. No. APOLLSM187MK OR CCB No. 56241  
**July 22, 2020**

### Preventative Maintenance For:

**Benton Franklin Counties Juvenile** *At Location:*

**Benton Franklin Counties Juvenile Department**  
 5606 W Canal Pl Suite 106  
 Kennewick, WA 99336

Apollo Sheet Metal, Inc. is committed to supplying our customers with the highest quality in preventative maintenance and services. The company and its leadership believe in listening to our customers' needs and building strong lasting relationships. The scope of these services has been determined as a result of our discussions concerning your specific HVAC system support needs. Our support solution includes the services as outlined below:

### GENERAL SUPPORT PROGRAM FEATURES

*(Included with all Support Programs)*

- **Discount on Parts and Labor:** As a support contract customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor (if necessary) to install them.
- **Account Manager:** A designated factory trained and licensed Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.
- **Documentation:** All scheduled and unscheduled service visits will be documented by a work order form detailing the service performed, materials used and hours spent.
- **System and Service Log:** APOLLO SHEET METAL, INC. will provide you with a log to enable you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.
- **Dedicated Service Team:** Our Highly Skilled Service Team is knowledgeable in all facets of the HVAC industry. We can quickly diagnose system problems, thus saving hours of labor that would be required by someone less familiar with your system.
- **Priority Response Time:** As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates.
- **Multi-Year Program:** By purchasing a continuous 1-5 year support program, you "lock-in" on current year pricing to realize additional savings.



## KITCHEN SYSTEMS MAINTENANCE

*All maintenance procedures are performed in accordance with the manufacturers specifications. The following maintenance verifications will reduce breakdown, improve operational efficiency and increase the life expectancy of the equipment. Problem areas will be indentified and brought to the owners attention to be addressed accordingly.*

- **Annual Fall Verification:** Verification of your kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be inspected if applicable, and the operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant .

### **Annual Heating Verification Hours:**

**20.0 Hours:**

- **Annual Spring Verification:** Verification of your Kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be changed if applicable, and the cooling operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection and cleaning of evaporator and condenser coils, fan blades and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels. If deep cleaning of evaporator or blower is needed, it will quoted to prevent property damage.

### **Annual Cooling Verification Hours:**

**20.0 Hours:**

- **Mid Winter Inspection:** Verification of your kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be inspected if applicable, and the operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels .

### **Mid Winter Inspection Hours:**

**20.0 Hours:**

- **Mid-Summer Inspection:** Verification of your kitchen systems (Walk-ins, Washers, Coolers, Ice Machines, Dishwasher and steamers) operation is an effective way to maximize equipment performance and efficiency. The technician on arrival will do a touch , feel and listen to look for the following issues: Unusual noises, vibration, refrigeration leaks, corrosion, and panels that are not secured properly. During this verification, all filters (if applicable) will be replaced with pleated high efficiency filters , belts will be inspected if applicable, and the operation will be thoroughly tested and adjusted for optimum performance. Additional checks include inspection and lubrication of all motors bearings and bushings, inspection of evaporator and condenser coils, fans and blower wheels, inspection and tightening of all electrical connections, contactors and wiring, adjustment of refrigerant levels .

### **Mid Summer Inspection Hours:**

**20.0 Hours:**

**SUPPORT PROGRAM PRICING SUMMARY:**

Support Program Features	Hours	Normal Cost	Support Program Sell Price
<b>KITCHEN MAINTENANCE</b>			
Spring Kitchen Verification	20.0	\$2,100	\$1,900
Fall Kitchen Verification	20.0	\$2,100	\$1,900
Mid-Winter Inspection	20.0	\$2,100	\$1,900
Mid- Summer Inspection	20.0	\$2,100	\$1,900
Materials: Filters & Belts	N/A	\$720	\$560
Cleaning Material	N/A	\$288	\$224
<b>KITCHEN SUBTOTALS:</b>		<b>\$9,408</b>	<b>\$8,384</b>
<b>Environmental Controls</b>			
Controls Testing & Verification	0.0	\$0	\$0
Critical On-Line Support	0.0	\$0	\$0
Priority On-Site Support	0.0	\$0	\$0
Training	0.0	\$0	\$0
<b>CONTROLS SUBTOTAL</b>		<b>\$0</b>	<b>\$0</b>
<b>TOTALS</b>		<b>\$9,408</b>	<b>\$8,384</b>

**Support Program Sell Price:**

**\$8,384 + Tax**

Please contact me if you should have any questions or require further clarification on our Support Program solution. We thank you for this opportunity to serve you better.

Respectfully,

**KC Wilson**

Service Acct Executvie  
 Apollo Sheet Metal  
 509-987-1508



By and Between

**Apollo Sheet Metal**  
1119 W. Columbia Drive  
Kennewick, WA 99336

**Benton Franklin Counties Juvenile Dept**

Services shall be provided at the following Location:

**Benton Franklin Counties Juvenile Department**  
**5606 W Canal Pl Suite 106**  
**Kennewick, WA 99336**

Apollo Sheet Metal shall provide the services as outlined in this Support Service program document dated :

**July 22, 2020**

**Duration:** This agreement shall remain in and renew annually, unless notified by customer. You will be notified of any price increases by Apollo no less than thirty (30) days before new billing year.

***Benton Franklin Counties Juvenile Dept***

and Apollo Sheet Metal shall reevaluate the facility needs and modify the support program services as required.

**Termination:** Either party may terminate this agreement with sixty (60) day written notice with current reconciliation of costs.

**Charges:** For services outlined herein, ***Benton Franklin Counties Juvenile Dept*** agrees to pay Apollo Sheet Metal the following amount payable upon presentation of invoice:

**\$8,384 +Tax**

Prices quoted in this proposal do not include sales tax and are firm for 45 days from date of proposal. Please sign and either mail or fax this signed proposal back to Apollo Heating and Air.

Proposal Accepted by:

Proposal Submitted By:

**July 22, 2020**

Print or Type

***KC Wilson***

Service Acct Executive

509-987-1508

See attached signature page

[kc.wilson@apollosm.com](mailto:kc.wilson@apollosm.com)

Signature      Date

Apollo Heating & Air  
Kennewick, WA

Title



State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

**Washington State Prevailing Wage**

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

---

**Journey Level Prevailing Wage Rates for the Effective Date: 8/3/2020**

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Benton	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$82.94	<a href="#">6Z</a>	<a href="#">1Q</a>		<a href="#">View</a>

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	FC 09/15/20 BC 09/29/20
<b>Subject:</b>	Personal Services Contract with Karyn K. Oldfield
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Rosa Garcia
<b>Reviewed By:</b>	Darryl Banks
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

## Summary / Background Information

Karyn K. Oldfield wishes to contract with the Benton Franklin Counties Juvenile Justice Center to provide legal services for Attorney representation of persons in all BECCA cases/matters.

The attached Personal Services Contract commences on October 1, 2020 and expires on September 30, 2021.

## Fiscal Impact

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount of \$450.00 per docket to be paid out of Fee For Services Dept. 173. No Supplemental required.

## Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Karyn K. Oldfield and the Benton Franklin Counties Juvenile Justice Center for services.

## Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign the Personal Services Contract with Karyn K. Oldfield.

# 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 AWARDING CONTRACT BETWEEN BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND KARYN K. OLDFIELD A PERSONAL SERVICES CONTRACT FOR ATTORNEY REPRESENTATION OF PERSONS IN ALL BECCA CASES/MATTERS**

**WHEREAS**, per Resolution 2012-677, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but 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 Franklin Counties Juvenile Justice Center would like to enter into a Personal Services Contract with Karyn K. Oldfield for Attorney Representation of persons in all BECCA cases/matters; and

**WHEREAS**, the Juvenile Administrator recommends entering into a Personal Services Contract; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Karyn K. Oldfield in the amount of \$450.00 per docket; and

**BE IT FURTHER RESOLVED**, that the Chairs are authorized to sign the attached Personal Services Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences October 1, 2020 and expires on September 30, 2021.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2020  
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2020  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

Attest:

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

**BENTON-FRANKLIN COUNTIES  
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 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Karyn K. Oldfield**, attorney at law, Washington State Bar Association #23053 with her principal office at P O Box 611, Richland, WA 99352 (hereinafter "CONTRACTOR").

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

**1. DURATION OF CONTRACT**

The term of this Contract shall begin on October 1, 2020 and shall expire on September 30, 2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**2. SERVICES PROVIDED**

- a. The CONTRACTOR shall provide legal services for Attorney representation of persons in all BECCA cases/matters.
- 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 COUNTIES.
- 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 COUNTIES 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 COUNTIES.

3. 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: Karyn K. Oldfield  
Address: P O Box 611  
Richland, WA 99352  
Phone: (509) 371-9804  
Email: karynoldfield@gmail.com

b. For COUNTIES:

Name: Darryl Banks, Administrator  
Address: 5606 W. Canal Place, Suite 106  
Kennewick, WA 99336  
Phone: (509) 222-2316  
Email: Darryl.Banks@co.benton.wa.us

4. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid as professional service attorney fees, the sum of \$450.00 per docket for Attorney's representation of persons in all BECCA cases/matters under this contract.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may submit invoices to the COUNTIES 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 COUNTIES during the billing period. The COUNTIES 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.

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

**5. 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 COUNTIES.
- 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 COUNTIES.

**6. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES 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 COUNTIES. 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 COUNTIES or its officers, officials, employees, or agents.

- b. In any and all claims against the COUNTIES 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 6 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.

## 7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance

appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

- b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. 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.
  
- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

The commercial general liability policy must contain an endorsement naming the COUNTIES 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 COUNTIES.

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 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES 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 COUNTIES 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 COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES 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 COUNTIES 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 7(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties 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, shall specifically include the COUNTIES 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 COUNTIES. Any insurance or self-insurance maintained by the COUNTIES 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 COUNTIES' Contract Representative referenced in Section 3(b).
3. All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3(b).
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 and Franklin Counties Risk Manager to the following address: Benton and Franklin Counties Risk Manager, 5606 West Canal Place, Suite 106, Kennewick, WA 99336.

**8. TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such

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

**9. 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 COUNTIES.
- 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.

**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 COUNTIES. 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 4 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES 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 COUNTIES 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 COUNTIES.
- 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 COUNTIES' Contract Representative, or designee.

**12. COMPLIANCE WITH LAWS**

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

**13. OTHER PROVISIONS**

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

- 1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.
- 2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
- 3. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees,

subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. **Sexual Misconduct**

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 West Canal Place, Suite 106, Kennewick WA 99336.

**14. INSPECTION OF BOOKS AND RECORDS**

The COUNTIES 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 COUNTIES 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 COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to

transfer these rights. The COUNTIES agree 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 COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

**17. PATENT/COPYRIGHT INFRINGEMENT**

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTIES, 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 COUNTIES of any notice of such claim.

**18. DISPUTES**

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES 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 COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' 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 COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES 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 and Franklin COUNTIES, Washington.

**21. SUCCESSORS AND ASSIGNS**

The COUNTIES, 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 3 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 3 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 6 and 17); extended reporting period requirements for professional liability insurance (Section 7(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

**26. LITIGATION HOLD NOTICE**

In the event the COUNTIES learn 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES 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 COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree 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.

- This section left blank intentionally -



# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	FC 09/15/20 BC 09/29/20	
<b>Subject:</b>	Fee for Service Truancy Contract with Pasco School District	
<b>Presenter:</b>	N/A	
<b>Prepared By:</b>	Rosa Garcia	
<b>Reviewed By:</b>	Darryl Banks	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> ) <input type="checkbox"/> Discussion Only (2 <sup>nd</sup> ) <input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance

## Summary / Background Information

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. Pasco School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2020, through July 31, 2021.

Pasco School District wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in accessing community resources to include, substance abuse assessment and treatment, mental health services and family counseling; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements for the period beginning September 1, 2020 and ending on July 31, 2021.

## Fiscal Impact

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the Pasco School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$14,250.00.

## Recommendation

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Fee for Services Contract with the Pasco School District.

## Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign the Fee for Services contract between Benton-Franklin Counties Juvenile Justice Center and Pasco School District.

# 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 FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT**

**WHEREAS**, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between the Pasco School District and Benton-Franklin Counties Juvenile Justice Center 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 board concurs with the Administrator's recommendation and hereby awards the Fee for Service Contract between the Pasco School District and the Juvenile Justice Center in an amount payable to the Counties not to exceed \$14,250.00; and

**BE IT FURTHER RESOLVED**, that the Chairs are authorized to sign the attached Fee for Services Contract; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences September 1, 2020 and expires on July 31, 2021.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020

DATED this \_\_\_\_ day of \_\_\_\_\_ 2020

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Benton County, Washington

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Clerk of the Board

JUDGES  
Hon. Carrie Runge  
Hon. Cameron Mitchell  
Hon. Bruce A. Spanner  
Hon. Alexander C. Ekstrom  
Hon. Jacqueline Shea-Brown  
Hon. Joseph M. Burrowes  
Hon. Samuel P. Swanberg

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



Darryl Banks, Administrator Juvenile  
Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728

JACQUELINE I. STAM  
PAMELA E. PETERSON  
DARIN R. CAMPBELL  
Court Commissioners

## BENTON-FRANKLIN COUNTIES FEE FOR 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 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Pasco School District No. 1, a political subdivision, with its principal offices at 1215 W Lewis, Pasco, WA, 99301, (hereinafter referred to as "District").

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

### 1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2020, through July 31, 2021, unless terminated prior to that time as provided herein.

### 2. SERVICES PROVIDED

The Counties shall perform the following services:

- A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in accessing community resources to include, substance abuse assessment and treatment, mental health services and family counseling; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.
- B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.
- C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

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

### 3. 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 District: **Michelle Whitney**  
**Superintendent**  
**Pasco School District**  
**1215 W Lewis**  
**Pasco WA 99301**  
Phone: (509) 543-6700  
Fax: (509) 546-2685  
E-mail: [mwhitney@psd1.org](mailto:mwhitney@psd1.org)
  
- B. For Counties: **Darryl Banks**  
**Juvenile Court Administrator**  
**5606 W Canal Pl Ste 106**  
**Kennewick WA 99336**  
Phone: (509) 222-2316  
Fax: (509) 222-2311  
E-mail: [darryl.banks@co.benton.wa.us](mailto:darryl.banks@co.benton.wa.us)

### 4. COMPENSATION

For the services performed hereunder, the Counties shall be paid as follows:

- A. The District will pay the Counties Fourteen Thousand Two Hundred and Fifty Dollars (\$14,250.00) to be paid in quarterly installments of Three Thousand Five Hundred Sixty Two Dollars and Fifty Cents (\$3,562.50) each, for the entire contract period, to be processed with the District's final payment cycle after receiving an invoice (bill) from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Fourteen Thousand Two Hundred and Fifty Dollars (\$14,250.00).
- C. No payment shall be made for any work performed by the Counties, except for work identified and set forth in this Contract.

- D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

**5. AMENDMENTS AND CHANGES IN WORK**

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 COUNTIES.

**6. HOLD HARMLESS AND INDEMNIFICATION**

The District shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, 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, caused by or arising out of the District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

**7. TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.
- B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.
- C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

**8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Counties shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Counties under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District.
- B. The Counties 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**9. 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.

**10. COMPLIANCE WITH LAWS**

The parties agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

**11. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

**12. DISPUTES**

Disputes between the District and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to District's right to seek judicial relief.

**13. CONFIDENTIALITY**

- A. The District, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The District shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.
- B. Each party, their employees, subcontractors, and their employees shall maintain the confidentiality of all information provided or acquired in performance of this Contract, and each party will promptly notify the other of any request by a third

party for records containing confidential information. Confidential information will not be divulged without the consent of the other party or, pursuant to applicable authority, including without limitation, chapter 42.56 RCW or case law interpreting same. The parties shall promptly give written notice of any judicial proceeding seeking disclosure of such information.

C. **Confidential Student Information.** The Counties acknowledge and understand that their employees may be granted access by the District to confidential information pertaining to District students and that the term “confidential information” means any and all information which is exempt from state and federal public disclosure laws, and/or which is otherwise protected by state and federal law, and which is provided by the Pasco School District No. 1 and/or through its student information database system to authorized employees of the Counties. Such confidential information may include, but is not limited to:

1. Personally identifiable student-related information, including, but not limited to student names; the names of a student’s parent, guardian, or other family members; student and family addresses; personal identifiers such as social security numbers or student numbers; personal characteristics related to student identity; testing and assessment results for students, grade-levels, schools, or the district; and any other personally related student information, or portrayal of student related information in a personally identifiable manner.
2. Information related to student discipline, attendance, log entries, parent/guardian contacts, and other private or sensitive information provided to the district by parents/guardians.

Access to confidential information will be granted to authorized employees of the Counties as determined by the district and such authorizations, to include usernames and passwords, shall not be used by any person other than the individual authorized user. The Counties acknowledge, represent, and warrant direct or indirect making any unauthorized disclosure of any such confidential information to any other person, organization, or entity is strictly prohibited, and will require employees granted authorization by the District to swear or affirm that he/she will not make such unauthorized disclosure, nor will he/she access District student information systems for personal reasons or any reason unrelated to the specific purposes of this Agreement. The Counties understand and acknowledge the District reserves the right to monitor access of the District’s information system by employees of the Counties and the District will terminate County employee access at the district’s discretion. The Counties acknowledge that participation in any unauthorized disclosure of confidential information may result in civil or criminal proceedings and/or penalties.

#### 14. **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 and Franklin Counties, Washington.

**15. SUCCESSORS AND ASSIGNS**

The Counties, to the extent permitted by law, and the District 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. NONDISCRIMINATION**

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

**17. 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.

**18. ENTIRE AGREEMENT**

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

**19. 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 the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Contract to be signed as follows:

PASCO SCHOOL DISTRICT	BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
<p><i>Michelle Whitney</i> _____ 8/24/2020 _____ Date Michelle Whitney Superintendent</p>	<p><i>Darryl Banks</i> _____ 9-2-2020 _____ Date Darryl Banks Administrator</p>
<p style="text-align: center;"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p><i>Stephen Hallstrom</i> _____ 08/28/20 _____ Date Stephen Hallstrom, Deputy Prosecuting Attorney</p> <p>By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____</p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>	<p style="text-align: center;"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p>_____ _____ Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____</p> <p>Date: _____</p> <p>Attest:</p> <p>Clerk of the Board: _____</p>

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000101, 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; and

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:  
Ginny Baddley

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 117

TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300.	1175	Temporary Help	\$973	515.300	1174	Temporary Help - Felony	\$2,473
515.300	4109	Witness Fees	\$1,500				
515.300	4802	Repair/Maintenance-Vehicle	\$600	515.300	9802	ER&R Vehicle Maintenance Cost	\$600
<b>TOTAL</b>			<b>\$3,073</b>	<b>TOTAL</b>			<b>\$3,073</b>

**Explanation:**

Line item transfer is needed to replenish Temporary Help-Felony. Line item transfer also needed for vehicle repair.

Prepared by:

Date:

Approved

Denied

Date: \_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Member

\_\_\_\_\_ Member

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29 <sup>th</sup> , 2020	
<b>Subject:</b>	Oasis Water Corporation – Franchise	
<b>Presenter:</b>	N/A	
<b>Prepared By:</b>	Cristina Woods	
<b>Reviewed By:</b>	Douglas D'Hondt	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

## Summary / Background Information

Oasis Water Corporation has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held August 11th, 2020 to consider the request of Oasis Water Corporation who has applied for a nonexclusive franchise to place water systems and facilities in unincorporated Benton County.

## Fiscal Impact

N/A

## Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Oasis Water Corporation, subject to the 6 items listed in the report to the Commissioners.

## Suggested Motion

Consent Agenda

## RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO OASIS WATER CORPORATION TO PLACE WATER SYSTEMS AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY**

**WHEREAS**, a public hearing was held August 11<sup>th</sup>, 2020 to consider the request of Oasis Water Corporation who has applied for a nonexclusive franchise to place irrigation lines systems and facilities in unincorporated Benton County; and

**WHEREAS**, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring June 30, 2030, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

**WHEREAS**, Oasis Water Corporation has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

**BE IT RESOLVED** that the franchise Oasis Water Corporation for water systems and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 29<sup>th</sup> day of September 2020

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Return to:  
Benton County Public Works  
P. O. Box 1001  
Prosser, WA 99350

Grantor: Benton County  
Grantee: Oasis Water Corporation

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF )  
OASIS WATER CORPORATION FOR A )  
NONEXCLUSIVE FRANCHISE TO LOCATE, )  
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF )  
NECESSARY, REMOVE WATER SYSTEMS AND )  
FACILITIES WITHIN THE COUNTY OF BENTON, )  
STATE OF WASHINGTON, UPON, OVER, UNDER, )  
ALONG, AND ACROSS CERTAIN COUNTY ROADS )  
AND PUBLIC HIGHWAYS, OR PARTS THEREOF, )  
NOT WITHIN THE LIMITS OF ANY INCORPORATED )  
CITY OR TOWN. )

No. \_\_\_\_\_

ORDER AND AGREEMENT FOR  
NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this \_\_\_\_\_ day of \_\_\_\_\_ the petition and application of OASIS WATER CORPORATION, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove WATER SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the corporate limits of

any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to OASIS WATER CORPORATION, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove WATER SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED

APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the “map of definite location”. Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

### III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

#### IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

#### V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

## VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

## VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

## VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys’ fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section “X”, it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than \$1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

#### XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

#### XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

### XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

- a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- b. Commence an action at law for monetary damage or seek other equitable relief;
- c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

### XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section “XIII” above, in the event that the Grantee’s distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

#### XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 (“Franchise Standards”) of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

#### XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

#### XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

#### XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee’s service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire June 30, 2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Paul Christensen  
PO BOX 4766  
Pasco, WA 99302

Office: (509) 492-4050  
Cell: (509) 460-1202  
E-mail: [pdchristensen@charter.net](mailto:pdchristensen@charter.net)

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

Paul Christensen

Date 8/31/2020

APPROVED AS TO FORM:

Mindy  
Benton County Deputy Prosecuting Attorney

Date 8/20/20

FOR BENTON COUNTY,  
WASHINGTON.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Date \_\_\_\_\_

EXHIBIT A

All unincorporated areas of Benton County

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29 <sup>th</sup> , 2020
<b>Subject:</b>	Benton Irrigation District; Franchise
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Cristina Woods
<b>Reviewed By:</b>	Douglas D'Hondt
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

## Summary / Background Information

Benton Irrigation District has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held August 11<sup>th</sup>, 2020 to consider the request of Benton Irrigation District who has applied for a nonexclusive franchise to place irrigation lines systems and facilities in unincorporated Benton County.

## Fiscal Impact

N/A

## Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Benton Irrigation District, subject to the 6 items listed in the report to the Commissioners.

## Suggested Motion

Consent Agenda

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO BENTON IRRIGATION DISTRICT TO PLACE IRRIGATION LINES SYSTEMS AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY**

**WHEREAS**, a public hearing was held August 11<sup>th</sup>, 2020 to consider the request of Benton Irrigation District who has applied for a nonexclusive franchise to place irrigation lines systems and facilities in unincorporated Benton County; and

**WHEREAS**, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring January 31<sup>st</sup>, 2030, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee’s expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

**WHEREAS**, Benton Irrigation District has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney’s Office;  
**NOW, THEREFORE**

**BE IT RESOLVED** that the franchise Benton Irrigation District for irrigation lines systems and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 29<sup>th</sup> day of September 2020

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Return to:  
Benton County Public Works  
P. O. Box 1001  
Prosser, WA 99350

Grantor: Benton County  
Grantee: Benton Irrigation District

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF )  
BENTON IRRIGATION DISTRICT FOR A )  
NONEXCLUSIVE FRANCHISE TO LOCATE, )  
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF )  
NECESSARY, REMOVE IRRIGATION LINES )  
SYSTEMS AND FACILITIES WITHIN THE COUNTY )  
OF BENTON, STATE OF WASHINGTON, UPON, )  
OVER, UNDER, ALONG, AND ACROSS CERTAIN )  
COUNTY ROADS AND PUBLIC HIGHWAYS, OR )  
PARTS THEREOF, NOT WITHIN THE LIMITS OF )  
ANY INCORPORATED CITY OR TOWN. )

No. \_\_\_\_\_

ORDER AND AGREEMENT FOR  
NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this \_\_\_\_\_ day of \_\_\_\_\_ the petition and application of BENTON IRRIGATION DISTRICT, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove IRRIGATION LINES SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the corporate limits of any incorporated city or town therein, coming on to be heard before this, the

Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

#### ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to BENTON IRRIGATION DISTRICT, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove IRRIGATION LINES SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED

APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the “map of definite location”. Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

### III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for

such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

#### IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

#### V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

## VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

## VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

## VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than \$1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

#### XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

#### XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

### XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

- a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- b. Commence an action at law for monetary damage or seek other equitable relief;
- c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

### XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section “XIII” above, in the event that the Grantee’s distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

#### XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 (“Franchise Standards”) of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

#### XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

#### XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

#### XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee’s service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire January 31, 2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

ED Mitchell  
47506 Highland RD  
Benton City, WA 99320

Phone: (509) 588-4396  
Fax: (509) 588-8170

E-mail : bidmitchell@frontier.com


Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

  
\_\_\_\_\_

Date 9/2/2020

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Benton County Deputy Prosecuting Attorney

Date 8/20/20

FOR BENTON COUNTY,  
WASHINGTON.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Date \_\_\_\_\_

## EXHIBIT A

The area of the franchise includes all roads and rights of way in and abutting the following sections encompassed by the Benton Irrigation District, including:

Sections 13 and 24, Township 9 North, Range 25 East, W.M.

Sections 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 25, 35, 36, Township 9 North, Range 26 East, W.M.

Sections 6, 7, and 17, 18, 19, 20, Township 9 North, Range 27 East, W.M.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29 <sup>th</sup> , 2020
<b>Subject:</b>	Paterson Heights Water Association
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Cristina Woods
<b>Reviewed By:</b>	Douglas D'Hondt
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

## **Summary / Background Information**

Paterson Heights Water Association has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held August 4<sup>th</sup>, 2020 to consider the request of Paterson Heights Water Association who has applied for a nonexclusive franchise to place domestic water systems and facilities in unincorporated Benton County.

## **Fiscal Impact**

N/A

## **Recommendation**

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Paterson Heights Water Association, subject to the 6 items listed in the report to the Commissioners.

## **Suggested Motion**

Consent Agenda

## RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO PATERSON HEIGHTS WATER ASSOCIATION TO PLACE DOMESTIC WATER SYSTEMS AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY**

**WHEREAS**, a public hearing was held August 4<sup>th</sup>, 2020 to consider the request of Paterson Heights Water Association who has applied for a nonexclusive franchise to place domestic water systems and facilities in unincorporated Benton County; and

**WHEREAS**, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring September 29<sup>th</sup>, 2030, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

**WHEREAS**, Paterson Heights Water Association has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

**BE IT RESOLVED** that the franchise Paterson Heights Water Association for domestic water systems and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 29<sup>th</sup> day of September, 2020

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Return to:  
Benton County Public Works  
P. O. Box 1001  
Prosser, WA 99350

Grantor: Benton County  
Grantee: Paterson Heights Water Association

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF )  
PATERSON HEIGHTS WATER ASSOCIATION FOR A )  
NONEXCLUSIVE FRANCHISE TO LOCATE, )  
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF ) No. \_\_\_\_\_  
NECESSARY, REMOVE DOMESTIC WATER )  
SYSTEMS AND FACILITIES WITHIN THE COUNTY ) ORDER AND AGREEMENT FOR  
OF BENTON, STATE OF WASHINGTON, UPON, ) NONEXCLUSIVE FRANCHISE  
OVER, UNDER, ALONG, AND ACROSS CERTAIN )  
COUNTY ROADS AND PUBLIC HIGHWAYS, OR )  
PARTS THEREOF, NOT WITHIN THE LIMITS OF )  
ANY INCORPORATED CITY OR TOWN. )

FINDINGS

NOW, on this \_\_\_\_\_ day of \_\_\_\_\_ the petition and application of PATERSON HEIGHTS WATER ASSOCIATION, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove DOMESTIC WATER SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not

within the corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to PATERSON HEIGHTS WATER ASSOCIATION, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove DOMESTIC WATER SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED

APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the “map of definite location”. Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

### III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

#### IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

#### V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

## VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

## VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

## VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

#### IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

#### X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than \$1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

#### XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

#### XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

### XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

- a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- b. Commence an action at law for monetary damage or seek other equitable relief;
- c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

### XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section “XIII” above, in the event that the Grantee’s distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

#### XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 (“Franchise Standards”) of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

#### XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

#### XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

#### XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee’s service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire September 29, 2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Carol A. Harris  
PO Box 14  
Paterson, WA 99345

E-mail : [billh@bentonrea.com](mailto:billh@bentonrea.com)  
Phone: (509) 832-8523

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

Carol A. Harris

Date 9-1-2020

APPROVED AS TO FORM:

Mimi  
Benton County Deputy Prosecuting Attorney

Date 8/20/20

FOR BENTON COUNTY,  
WASHINGTON.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Date \_\_\_\_\_

# EXHIBIT A

Well Locations for Paterson Heights Water Assn: Close-up, Possible location, SW / SW Section 5, T 6N, R 26E, Benton County

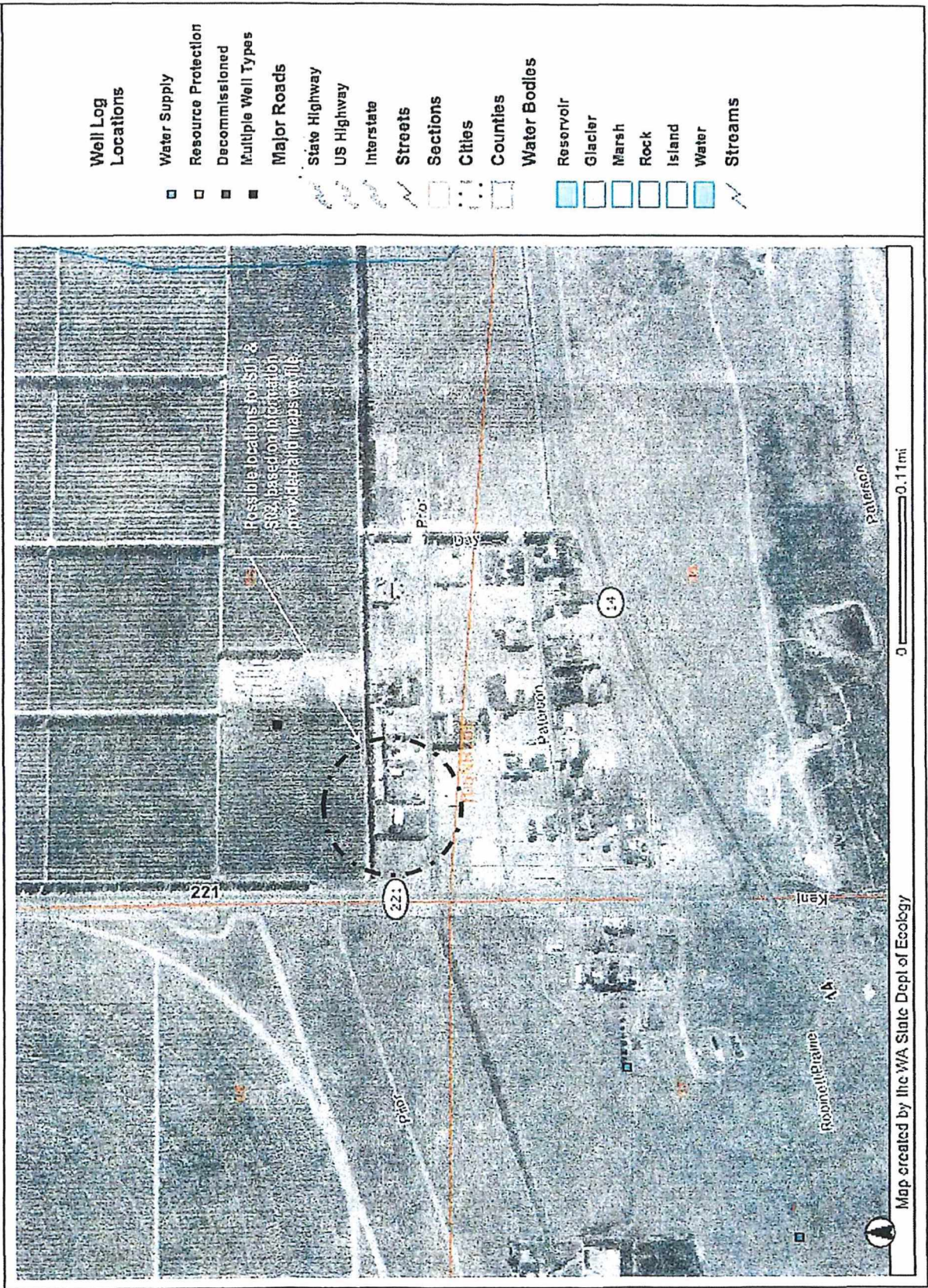
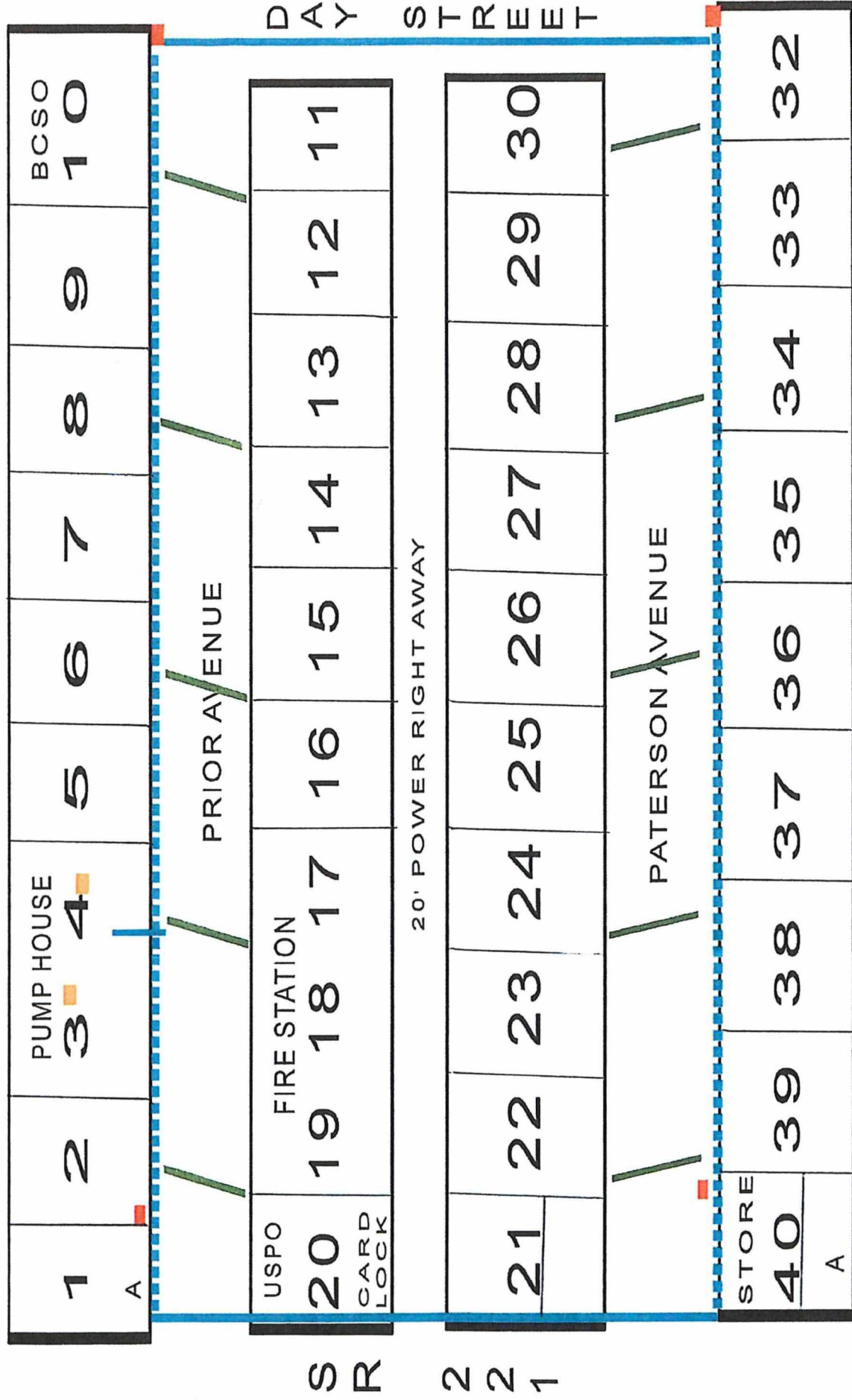


EXHIBIT A

PATERSON HEIGHTS WATER ASSOCIATION  
SERVICE MAP



■ MAINLINE (LOOP SYSTEM)

■ WELLS

■ HYDRANTS

■ SERVICE LINES

HIWAY 14

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29 <sup>th</sup> , 2020	
<b>Subject:</b>	Sundance Improvement Association; Franchise	
<b>Presenter:</b>	N/A	
<b>Prepared By:</b>	Cristina Woods	
<b>Reviewed By:</b>	Douglas D'Hondt	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

## Summary / Background Information

Sundance Improvement Association has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held August 4<sup>th</sup>, 2020 to consider the request of Sundance Improvement Association who has applied for a nonexclusive franchise to place domestic water systems and facilities in unincorporated Benton County.

## Fiscal Impact

N/A

## Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Sundance Improvement Association, subject to the 6 items listed in the report to the Commissioners.

## Suggested Motion

Consent Agenda

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO SUNDANCE IMPROVEMENT ASSOCIATION TO PLACE DOMESTIC WATER SYSTEMS AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY**

**WHEREAS**, a public hearing was held August 4<sup>th</sup>, 2020 to consider the request of Sundance Improvement Association who has applied for a nonexclusive franchise to place domestic water systems and facilities in unincorporated Benton County; and

**WHEREAS**, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring September 30, 2030, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee’s expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

**WHEREAS**, Sundance Improvement Association has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney’s Office; **NOW, THEREFORE**

**BE IT RESOLVED** that the franchise Sundance Improvement Association for domestic water systems and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 29<sup>th</sup> day of September 2020

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Return to:  
Benton County Public Works  
P. O. Box 1001  
Prosser, WA 99350

Grantor: Benton County  
Grantee: Sundance Improvement Association

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF )  
SUNDANCE IMPROVEMENT ASSOCIATION FOR A )  
NONEXCLUSIVE FRANCHISE TO LOCATE, )  
CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF )  
NECESSARY, REMOVE DOMESTIC WATER )  
SYSTEMS AND FACILITIES WITHIN THE COUNTY )  
OF BENTON, STATE OF WASHINGTON, UPON, )  
OVER, UNDER, ALONG, AND ACROSS CERTAIN )  
COUNTY ROADS AND PUBLIC HIGHWAYS, OR )  
PARTS THEREOF, NOT WITHIN THE LIMITS OF )  
ANY INCORPORATED CITY OR TOWN. )

No. \_\_\_\_\_

ORDER AND AGREEMENT FOR  
NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this \_\_\_\_\_ day of \_\_\_\_\_ the petition and application of  
SUNDANCE IMPROVEMENT ASSOCIATION, for the authority and nonexclusive Franchise,  
for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary,  
remove DOMESTIC WATER SYSTEMS AND FACILITIES under, upon, over, along and  
across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other  
County property, hereinafter called County roads or rights-of-ways, described in said application  
by reference to the sections, townships, and ranges in which said County roads or rights-of-ways  
are physically located within the County of Benton, State of Washington, and not within the

corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

#### ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to SUNDANCE IMPROVEMENT ASSOCIATION, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove DOMESTIC WATER SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

## AGREEMENT

### I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

### II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the “map of definite location”. Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

### III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

#### IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

#### V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

## VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

## VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

## VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than \$1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

#### XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

#### XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

### XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

- a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;
- b. Commence an action at law for monetary damage or seek other equitable relief;
- c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or
- d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

### XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section “XIII” above, in the event that the Grantee’s distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

#### XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 (“Franchise Standards”) of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

#### XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

#### XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

#### XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee’s service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire September 30, 2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

James A. Hopkins Jr.  
PO Box 6531  
Kennewick, WA 99336

Phone: (509) 396-3422  
E-mail : jahopkinsr@hotmail.com

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

*James Hopkins*  
*James Hopkins / President*

Date 9/1/2020

APPROVED AS TO FORM:

*[Signature]*  
Benton County Deputy Prosecuting Attorney

Date 8/20/20

FOR BENTON COUNTY,  
WASHINGTON.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

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

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Date \_\_\_\_\_

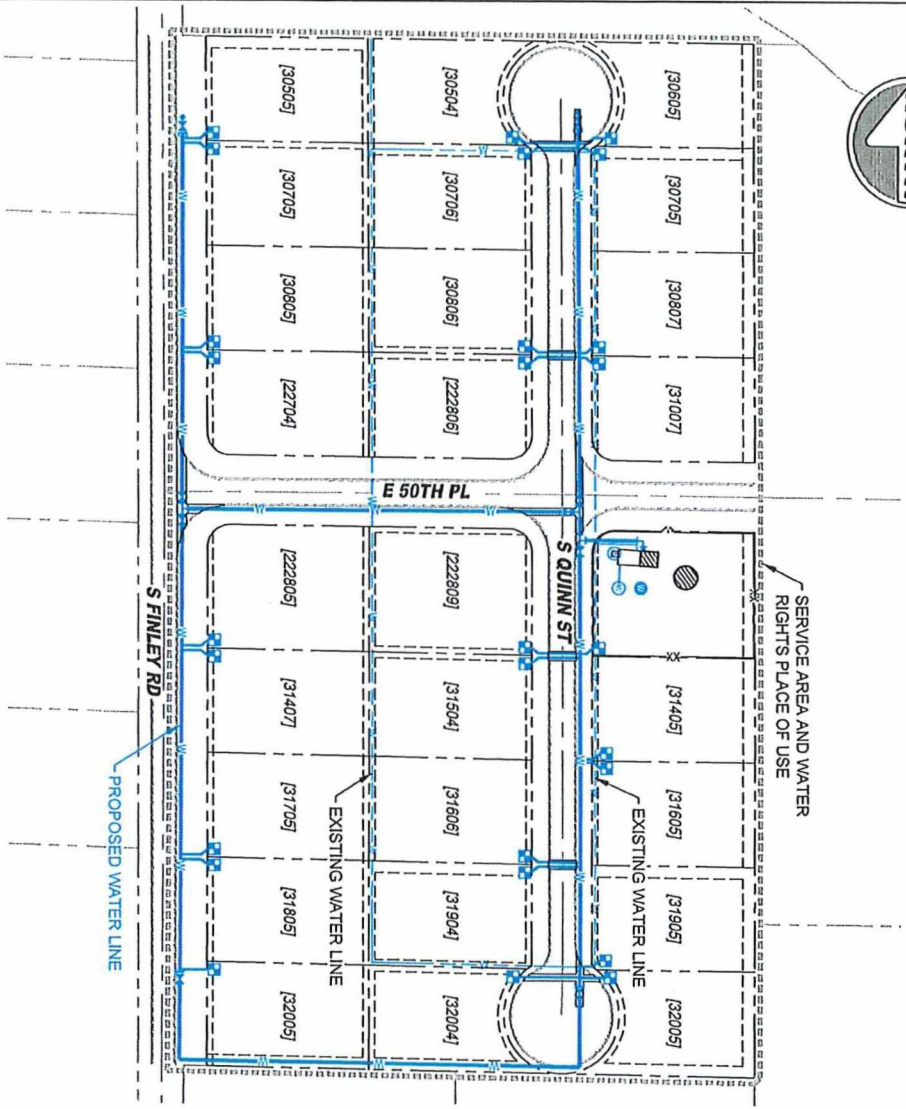
EXHIBIT "A"

The west 515 feet of the southwest quarter of the northwest quarter of Section 23, Township 8 North, Range 30 East, W.M., except north 110 feet thereof and except South 335 feet thereof.

Now referred to as; Keever Subdivision, Phase 1, lots 1-9 recorded in Volume 8 of plats – page 156, records of Benton County and Keever Subdivision No. 2, lots 10 – 27 recorded in Volume 9 of Plats – page 37, records of Benton County.

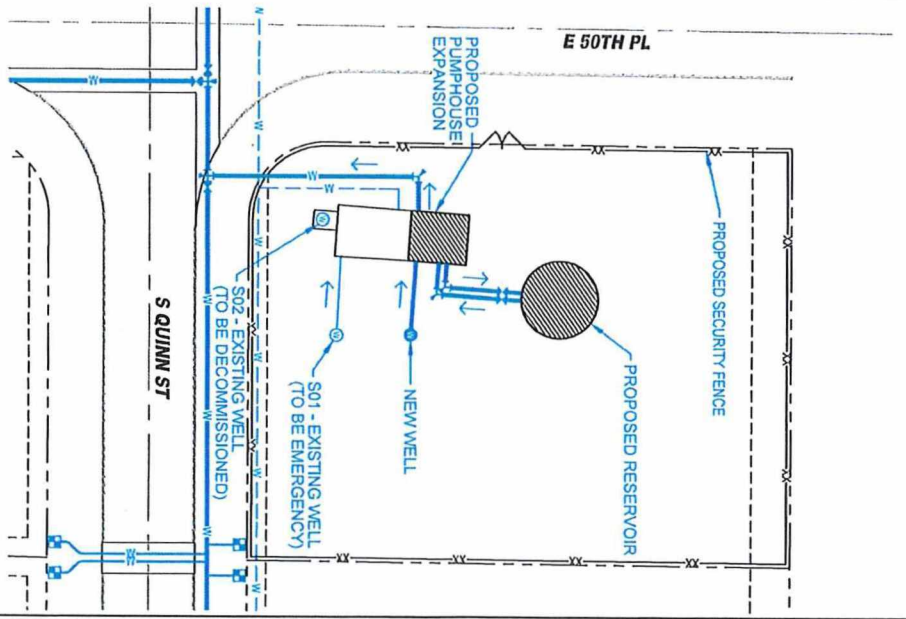


**SUNDANCE IMPROVEMENT ASSOCIATION**  
 PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 23, T8N, R30E, W1M,  
 FINLEY, BENTON COUNTY, WASHINGTON



WATER LINES: 2330 LF  
 SERVICES: 27 EA  
 VALVE: 10 EA  
 BLOW-OFFS: 2 EA

**PROPOSED WATER SYSTEM PLAN**  
 SCALE: 1"=100'



**PROPOSED PUMPHOUSE AND RESERVOIR**  
 SCALE: 1"=30'

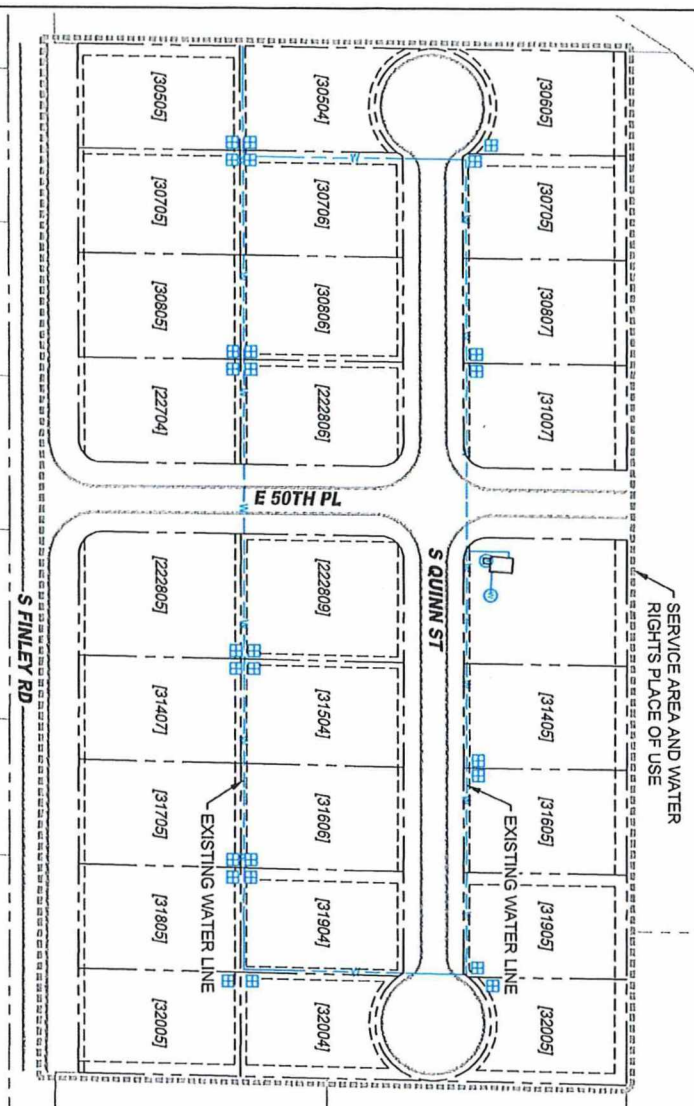
<p><b>PROPOSED WATER SYSTEM MAP</b>          S QUINN ST AND S FINLEY RD, BELLEVUE, WA</p> <p><b>SUNDANCE IMPROVEMENT ASSOCIATION</b>          PWS #85200F</p>	<p><b>HARMS</b>          ENGINEERING, P.C.</p> <p>14325 5th Ave SE, P.O. Box 76001   98004-2619   HarmsEng.com          Design: CEB/CKA      Draft: RCB/CKA          PLS: 18-063.2      Plot: 18-063.2-01          File Path: P:\18-063.2\18-063.2-01.dwg</p>	<p>Drawn by: [ ]</p>	<p>Checked by: [ ]</p>	<p>Scale: [ ]</p>
		<p>Project Number: 18-063.2</p>	<p>Sheet Number: EX1</p>	<p>Date: 05-24-2020</p>



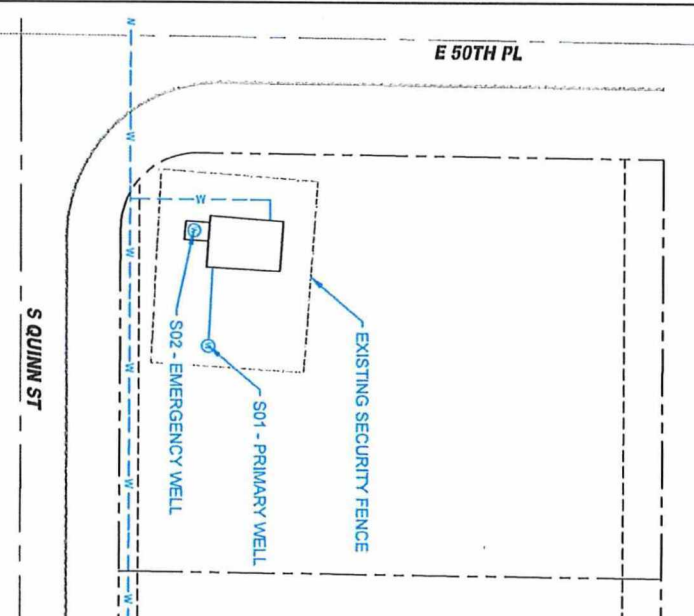
**SUNDANCE IMPROVEMENT ASSOCIATION**  
 PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 23, T9N, R30E, W1M,  
 FINLEY, BENTON COUNTY, WASHINGTON

METERS: 3/4"  
 LINES: 4" PVC

**EXISTING WATER SYSTEM PLAN**  
 SCALE: 1"=100'



**EXISTING PUMPHOUSE AND WELLS**  
 SCALE: 1"=30'



<b>EXISTING WATER SYSTEM MAP</b> 80421ST AND S FINLEY RD, T9S-R30E, WA		
<b>SUNDANCE IMPROVEMENT ASSOCIATION</b> PWS #05209F		
Date: 05-21-2020 Scale: 1"=30' Sheet Number: 13-063.2 EX2	Project: SUNDANCE IMPROVEMENT ASSOCIATION PWS #05209F	1832 W 61st Street, P.O. Box 96901   509.547.2679   HarmsEngineering.com Project: SUNDANCE IMPROVEMENT ASSOCIATION PWS #05209F Project: SUNDANCE IMPROVEMENT ASSOCIATION PWS #05209F

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020
<b>Subject:</b>	Amending Res. 2019-687, Extension of contract with Coleman Oil Company for card lock service for fuel
<b>Presenter:</b>	
<b>Prepared By:</b>	Shannon Christen
<b>Reviewed By:</b>	Doug D'Hondt
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> ) <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 <sup>nd</sup> ) <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract

## Summary / Background Information

Resolution 2019-687 authorized the contract for card lock service for gasoline and diesel fuel from Coleman Oil Company. The contract was for a one-year term with renewal of the contract for additional one-year periods for a maximum of four renewals. A letter needs to be signed by the Chairman requesting Coleman Oil Company to renew the contract for the first renewal period – September 1, 2020 through August 31, 2021.

## Fiscal Impact

**Amount:** Undetermined amount – depends on the number of Departments utilizing the contract

**Fund:** All Departments are allowed to use this contract

## Recommendation

Amend Resolution 2019-687 and authorize the Chairman of the Board to sign the renewal letter.

## Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY RE: AMENDING RESOLUTION 2019-687 AND APPROVING AN EXTENSION OF THE CONTRACT FOR CARD LOCK SERVICE FOR GASOLINE AND DIESEL FUEL WITH COLEMAN OIL COMPANY

WHEREAS, by Resolution 2019-687, the Contract for the Purchase of Card Lock Service for Gasoline and Diesel Fuel with Coleman Oil Company, Lewiston, Idaho, was executed; and

WHEREAS, item 11 of Exhibit A of said contract allows for renewal of the contract for one-year periods for a maximum of four additional years; NOW, THEREFORE,

BE IT RESOLVED the Board of County Commissioner's approves to amend Resolution 2017-687 and renew the Contract for Card Lock Service for Gasoline and Diesel Fuel with Coleman Oil Company for the first one-year period, from September 1, 2020 through August 31, 2021; and

BE IT FURTHER RESOLVED all other terms and conditions of the contract remain the same; and

BE IT FURTHER RESOLVED the Chairman is hereby authorized to sign a letter of agreement to renew said contract.

Dated this 29<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of  
County Commissioners of Benton  
County, Washington

Jerome Delvin, District 1  
Shon Small, District 2  
James Beaver, District 3



Jerrod MacPherson  
County Administrator

## Board of County Commissioners

September 16, 2020

Jim Cach, General Manager  
Coleman Oil Company  
529 East Kennewick Avenue  
Kennewick, WA 99336

RE: Card Lock Service - Gasoline and Diesel Fuel

Mr. Cach:

This letter is written to renew the contract with Coleman Oil Company for Card Lock Service for Gasoline and Diesel Fuel.

Pursuant to Item 11 of Exhibit A to the Contract for Card Lock Service for Gasoline and Diesel Fuel, Benton County agrees that the contract be renewed for an additional one-year term, effective September 1, 2020 through August 31, 2021.

By signing below, Coleman Oil Company agrees to the renewal of the agreement for one year. If this is acceptable to you, please sign and return this letter within one week.

Thank you for your consideration in this matter.

\_\_\_\_\_  
James Beaver, Chairman  
Board of County Commissioners

\*\*\*\*\*

FOR COLEMAN OIL COMPANY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Authorization for the purchase and installation of baffles in water tank trailer #0707 from Tankmax, Inc.	
<b>Presenter:</b>		
<b>Prepared By:</b>	slc	
<b>Reviewed By:</b>	R. Blain	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> )	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 <sup>nd</sup> )	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

## Summary / Background Information

The Road Fund purchased a 1969 Butler water tank trailer (#0707) in June 2019 for use in maintaining gravel roads. The trailer was originally used for food grade operations; therefore, it does not have internal baffles installed. With the primary function of this trailer being used on gravel roads, it can be difficult to operate when not filled completely. Installing internal baffles will stop the sloshing of water, making it safer to operate. Quotes were solicited from local vendors only because the water tank trailer must be delivered to their facility for the installation. The quotes provided are as follows:

<b>Tankmax, Inc.</b> – Pasco, WA	\$6,145.15 plus WSST
<b>Monarch Machine</b> – Pasco, WA	Unable to quote due to confined space
<b>Pasco Machine</b> – Pasco, WA	Unable to quote due to confined space
<b>Lower Valley Machine</b> – Grandview, WA	Unable to quote due to confined space

Only Tankmax, Inc. has a certified confined space welder on staff, which is needed to do the installation.

## Fiscal Impact

**Amount:** \$6,145.15 plus WSST

**Fund:** ER&R Fund (0501-101)

## Recommendation

Approve the purchase and installation of baffles in water tank trailer #0707 by Tankmax, Inc., Pasco, WA for \$6,145.15 plus 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 PURCHASE AND INSTALLATION OF BAFFLES ON THE INSIDE OF THE BUTLER WATER TANK TRAILER #0707 FROM TANKMAX, INC., PASCO, WA

WHEREAS, a 1969 Butler water tank trailer (#0707) in the ER&R fleet needs to have baffles installed in the tank for safer operation when hauling water for maintenance on County gravel roads; and

WHEREAS, the ER&R Fleet Superintendent solicited the following companies to provide quotes to provide and install baffles in the water tank trailer and they are as follows:

Tankmax, Inc. – Pasco, WA	\$6,145.15 plus WSST
Monarch Machine – Pasco, WA	Unable to quote due to confined space
Pasco Machine – Pasco, WA	Unable to quote due to confined space
Lower Valley Machine – Grandview, WA	Unable to quote due to confined space

WHEREAS, the County Engineer reviewed the quotes for completeness and due to Tankmax, Inc. being the only local company with a certified confined space welder on staff that could provide a quote, recommends the purchase and installation of baffles in the Butler water tank trailer from TankMax, Inc., Pasco WA; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners hereby approves the purchase and installation of baffles in the Butler water tank trailer from TankMax, Inc., Pasco, WA for \$6,145.15 plus WSST.

Dated this 29<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington



1206 E. Lytle Street  
 Pasco, WA 99301-4310  
 Phone: (509)545-4600

# Estimate

Date: 8/4/2020  
 Estimate #: 2020-0772

**DO NOT PAY WITH THIS ESTIMATE.  
 ONCE AN ORDER IS PLACED AN  
 INVOICE WILL BE GENERATED**

BENTON COUNTY ROAD DEPT.  
 PO BOX 1001  
 PROSSER, WA 99350

Customer Contact	Unit/Serial #	Rep
		PP

Qty	Item	Description	U/M	Rate	Total
25	LABOR	FABRICATE AND INSTALL TWO BAFFLES IN WATER TANK		110.00	2,750.00T
25	SSS-FB14X8-SS	FLAT BAR, 1/4" X 8", S.S.	FT	23.23	580.75T
10	SSS-A4X4X14-SS	ANGLE, 4" X 4" X 1/4", S.S.	EA	29.28	292.80T
128	SSS-EMR34X9X48	EXPANDED METAL, RAISED, STAINLESS, 3/4" X 9	sqft	19.70	2,521.60T
				<b>Subtotal</b>	\$6,145.15
				<b>Sales Tax (8.6%)</b>	\$528.48
				<b>Total</b>	\$6,673.63

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Authorization to purchase 2 axle assemblies and associated parts for water tank trailer #0432 from Six States Distributors, Inc.	
<b>Presenter:</b>		
<b>Prepared By:</b>	slc	
<b>Reviewed By:</b>	R. Blain	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> )	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 <sup>nd</sup> )	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

## Summary / Background Information

ER&R owns a Fruehauf water tank trailer (#0432) that is used by the Benton County Public Works Department to maintain gravel roads. The tank trailer was built in 1959 and originally purchased by ER&R in 1996. The brake assemblies are worn beyond repair and welded to the axles; therefore, the complete axle assemblies need to be replaced. Due to the rest of the trailer being in good condition, it is prudent to replace the axles and keep the current trailer in service. The quotes provided are as follows:

Six States Distributors, Inc. – Pasco, WA	\$ 5,858.19 plus freight (est. \$200) plus WSST
Woodpecker Truck, Inc. – Pendleton, OR	\$ 6,398.24 plus WSST
Tankmax, Inc. – Pasco, WA	\$16,892.00 plus WSST

## Fiscal Impact

**Amount:** \$5,858.19 plus freight at approx. \$200.00 plus WSST totaling approx. 6,579.19

**Fund:** ER&R Fund (0501-101)

## Recommendation

Approve the purchase of two complete axle assemblies and associated parts for installation on water tank trailer #0432 from Six States Distributors, Inc. in an amount not to exceed \$6,900.00.

## 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 2 COMPLETE AXLE ASSEMBLIES AND ASSOCIATED PARTS FOR THE FRUEHAUF WATER TANK TRAILER #0432 FROM SIX STATES DISTRIBUTORS, INC., PASCO, WA

WHEREAS, a 1959 Fruehauf water tank trailer (#0432) in the ER&R fleet needs to have the axle assemblies replaced due to normal wear and tear. The rest of the tank and trailer is still in good condition, so it is prudent to replace the axles and keep it in service; and

WHEREAS, the ER&R Fleet Superintendent solicited the following companies to provide quotes for two axle assemblies and associated parts to be installed on the water tank trailer and they are as follows:

Six States Distributors, Inc. – Pasco, WA	\$ 5,858.19 plus freight (est. \$200) plus WSST
Woodpecker Truck, Inc. – Pendleton, OR	\$ 6,398.24 plus WSST
Tankmax, Inc. – Pasco, WA	\$16,892.00 plus WSST

WHEREAS, the Fleet Superintendent reviewed the quotes for completeness and recommends the purchase of two axle assemblies and associated parts for water tank trailer #0432 from Six States Distributors, Inc. for \$5,858.19.00 plus freight and WSST; NOW, THEREFORE,

BE IT RESOLVED the Board of Benton County Commissioners hereby approves the purchase of two axle assemblies and associated parts for installation on the Fruehauf water tank trailer from Six States Distributors, Inc. in an amount not to exceed \$6,900.00.

Dated this 29<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SIX STATES DIST. 287  
 2251 N COMMERCIAL AV  
 PASCO, WA 99301  
 (509) 545-4511

\*\* QUOTATION \*\*  
 \*\*\* DUPLICATE \*\*\*  
 Ord # 06 22873  
 P/O # JACOB

NET20 FOLLOWING MNTH

WILL CALL

Br Acct  
 00 03779

S BENTON COUNTY ROAD DEPARTMENT S BENTON COUNTY ROAD DEPT.  
 O P.O. BOX 1001 H 14303 HINZERLING  
 L PROSSER I PROSSER, WA 99350  
 D WA 99350-0954 P

21  
 9/16/20  
 9:40:03  
 Expires  
 10/16/2020

Lin	Qty	Part Number	S Description	Wt.Each	Net	Value
001	1	NS 339-008101	HENDRICKSON/SUS		426.0300	426.03
002	1	NS 339-008201	HENDRICKSON SUS		520.3100	520.31
003	2	NS 339-008303	HENDRIKSON/SUS		200.0600	400.12
004	4	DY TRA-2727	F TRAILER SPRING	54.00	85.4318	341.72
		Part Ordered: ## TRA2727				
005	2	NS R25S67L7HSMCC	AXLE ASSY		2085.0000	4170.00
		PARTS QUOTE DOES NOT INCLUDE SHIPPING-SHIPPING IS EXTRA AND DEPENDS UPON SHIPPING LOCATION OF PRODUCT, WEIGHT AND SHIPPING METHOD.				

-----

10	5858.19	core	freight	handling	discount	503.81
units	part					tax
* T O T A L *						6362.00



Phone: 541-276-5012 Fax: 541-276-9237

**WOODPECKER TRUCK**  
40275 Clark Lane P.O. Box 1306 Pendleton, OR 97801  
www.woodpeckertruck.com



**PARTS QUOTE**

Quote: 16855  
Date / Time: 9/14/2020 12:54:11PM  
Customer: 06560  
Branch: 1  
Quote Total: \$ 6,398.24

Page 1 of 1

**Bill To:** Benton County Road Dept  
Po Box 1001  
Prosser, WA 99350

**Ship To:** Benton County Road Dept  
14303 Hinzerling Rd  
Po Box 1001  
Prosser, WA 99350  
Office Phone: 509-786-5611  
Email: FLEET@CO.BENTON.WA.US

Office: 509-786-5611 Shop: 509-786-3663 Fax: 509-786-5627 Email: FLEET@CO.BENTON.WA.US

Customer P/O: CHUCK

Inside Slsm: Ford

Supplier	Part / Misc	Description / Ref Number	U/M	Quantity	List Price	Price	Extended Price
BA	339-008101	HANGER KIT	Each	1	912.56	410.76	410.76
BA	339-008201	CENTER KIT-TRAILER	Each	1	1,114.52	501.66	501.66
BA	339-008303	KIT,HANGER UNDERMOUNT	Each	2	428.54	192.89	385.78
BA	TRA-2727	SPRING,3 LEAF HUTCH 355-00	Each	4	181.89	81.87	327.48
BA	R25S67L7HSMCC	AXLE ASSY 25K TRAILER	Each	2	5,301.45	2,386.28	4,772.56

Quote Subtotal:	\$6,398.24
Total Tax:	\$0.00
Quote Total:	\$6,398.24

Remit To: \_\_\_\_\_  
 Woodpecker Truck & Equipment, Inc.  
 P.O. Box 1306  
 Pendleton, OR 97801

NO REFUND WITHOUT THIS INVOICE. 15% Restocking fee plus freight charge on all returned parts. No parts returnable after 30 days. Non-stock parts are not returnable. No return on electrical items.  
 CORE RETURN POLICY: All Core Must Be Returned Within 30 Days. Core Credit Only if Meets Suppliers Requirements. It is understood that purchaser is buying any used part (or parts) as listed in it's present condition "AS IS", including latent defects, without any representations or warranties, express or implied unless they are expressly set forth herein.

Signature: \_\_\_\_\_



1206 E. Lytle Street  
 Pasco, WA 99301-4310  
 Phone: (509)545-4600

# Estimate

Date 9/16/2020 Estimate # 2020-0909

DO NOT PAY WITH THIS ESTIMATE.  
 ONCE AN ORDER IS PLACED AN  
 INVOICE WILL BE GENERATED

BENTON COUNTY PUBLIC WORKS  
 531-4336  
 jacob.roberts@co.benton.wa.us  
 JACOB ROBERTS

Customer Contact	Unit/Serial #	Rep
		RLW

Qty	Item	Description	U/M	Rate	Total
1	MAX-339-008101	HANGER KIT	EA	602.15	602.15T
1	MAX-339-008201	CENTER KIT	EA	735.40	735.40T
2	MAX-339-008303	HANGER KIT	EA	565.555	1,131.11T
4	HUT-355-00	3 LEAF SPRING TRA-2727	EA	107.76	431.04T
2	MAX-R25S67L7HSMCC	AXLE	EA	6,996.15	13,992.30T

	<b>Subtotal</b>	\$16,892.00
	<b>Sales Tax (8.6%)</b>	\$1,452.71
	<b>Total</b>	\$18,344.71

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	9/29/2020
<b>Subject:</b>	Moore Road Extension
<b>Presenter:</b>	N/A
<b>Prepared By:</b>	Cristina Woods
<b>Reviewed By:</b>	Douglas D'Hondt
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

## Summary / Background Information

As per Quit Claim Right-of-Way Dedication Deed AFN # 2020-00573 the East 30 feet of the North 618.00 feet of Government lot 9, Section 2, Township 8 North, Range 24 East, Willamette Meridian was dedicated for public road purposes. The County requested the extension of Moore Road to be improved as a condition of final approval for short plat 2020-003 for Jim Dawson.

RCW 36.77.010 requires that all plans for the construction or improvement of a county road be filed with and approved by the Board of County Commissioners.

The plans for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners.

\* Note: Original signature sheet will be brought to commissioners meeting to be signed.

## Fiscal Impact

N/A

## Recommendation

Public Works staff recommends that the Commissioners sign the cover sheet, approving the project.

## Suggested Motion

Approve as part of consent Agenda

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF COUNTY APPROVING CONSTRUCTION PLANS FOR MOORE ROAD EXTENSION AS PART OF FINAL PLAT APPROVAL FOR JIM DAWSON**

**WHEREAS**, Quit Claim Right-of-Way Dedication Deed AFN # 2020-00573 the East 30 feet of the North 618.00 feet of Government lot 9, Section 2, Township 8 North, Range 24 East, Willamette Meridian was dedicated for public road purposes. The County requested the extension of Moore Road to be improved as a condition of final approval for short plat 2020-003 for Jim Dawson; and

**WHEREAS**, RCW 36.77.010 requires that all plans for the construction or improvement of County roads be filed with and approved by the Board of County Commissioners; and

**WHEREAS**, plans for the above referenced project, having been reviewed and approved by the County Engineer, are hereby presented for approval to the Board of County Commissioners; **NOW, THEREFORE**

**BE IT RESOLVED**, that the construction plans for Moore Road extension be approved and that the Chairman is authorized to sign said construction plans.

Dated this 29<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tern

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

17	1533	6/24/20
18	1533	6/24/20
19	1533	6/24/20
20	1533	6/24/20
21	1533	6/24/20
22	1533	6/24/20

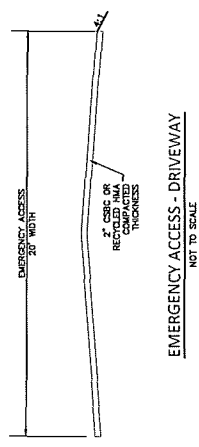
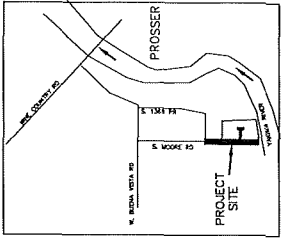


**SPINK ENGINEERING**  
 1111 Third D. Road N. 59161 WA  
 P.O. Box 10000  
 Everett, WA 98201  
 PH: 425.771.1111  
 FAX: 425.771.1112  
 WWW: SPINKENGINEERING.COM

JIM DAWSON  
 PROJECT NO. 1533  
 DATE: 06/24/20

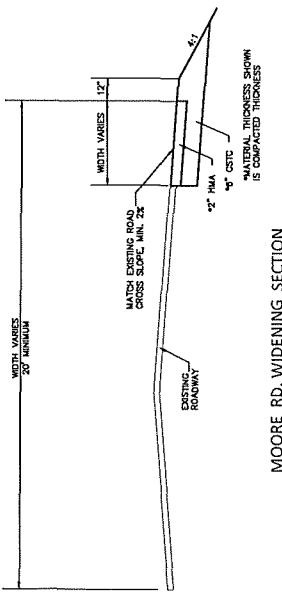
**MOORE RD. WIDENING & EMERGENCY ACCESS ROAD**  
 WASHINGTON

SHEET  
**1 of 1**  
 JOB NO. 20-107  
 DRAWING NO. 600-243



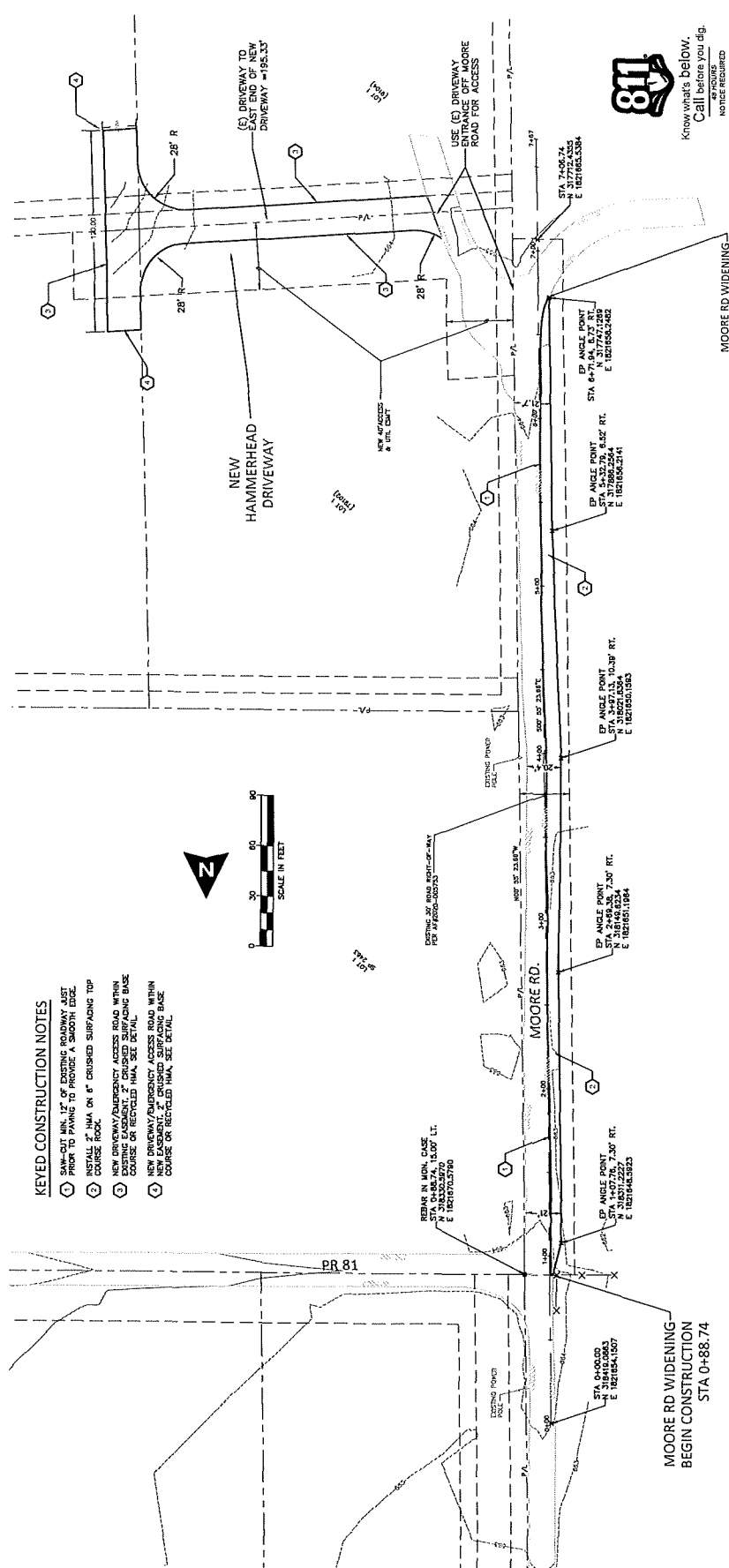
**GENERAL CONSTRUCTION NOTES**

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF WASHINGTON STATE STANDARD SPECIFICATIONS AND DETAILS AND THE STANDARDS SPECIFICATIONS AND DETAILS FOR ROAD BRIDGE AND MUNICIPAL CONSTRUCTION.
2. NO WORK ON THIS PROJECT SHALL COMMENCE UNTIL A BENTON COUNTY PRECONSTRUCTION CONFERENCE HAS BEEN HELD.
3. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
4. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE LICENSED BY THE STATE OF WASHINGTON AND BONDED TO DO WORK IN THE PUBLIC RIGHT-OF-WAY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CONSTRUCTION CHANGES OR MODIFICATIONS TO THE PROJECT PLANS. ALL CHANGES MUST BE APPROVED BY THE COUNTY ENGINEER PRIOR TO THE DATE OF ACCEPTANCE BY BENTON COUNTY.
6. THE COUNTY ENGINEER OR HIS/HER REPRESENTATIVE SHALL FIRST APPROVE ANY CHANGES OR MODIFICATIONS TO THE PROJECT PLANS. ALL CHANGES MUST BE APPROVED BY THE COUNTY ENGINEER PRIOR TO THE DATE OF ACCEPTANCE BY BENTON COUNTY.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES BEFORE COMMENCING WORK AND ACCESS TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED WITH THE FAILURE TO OBTAIN AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RESPECTING EXISTING UTILITY LOCATIONS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ON THIS PROJECT. CALL 1-800-424-558 BEFORE YOU DIG.
9. THE CONTRACTOR SHALL TAKE ANY MEANS NECESSARY TO KEEP FROM TRACKING MUD AND DEBRIS OUT INTO EXISTING STREETS.



**KEYED CONSTRUCTION NOTES**

- 1 SAW-CUT MIN. 12" OF EXISTING ROADWAY LAST PRIOR TO PAVING TO PROVIDE A SMOOTH EDGE.
- 2 INSTALL 2" HMA ON 4" CRUSHED SURFACING TOP COURSE ROAD.
- 3 NEW DRIVEWAY/EMERGENCY ACCESS ROAD WITHIN EXISTING EXHAUST, 2" CRUSHED SURFACING BASE COURSE OR RECYCLED HMA, SEE DETAIL.
- 4 NEW DRIVEWAY/EMERGENCY ACCESS ROAD WITHIN EXISTING EXHAUST, 2" CRUSHED SURFACING BASE COURSE OR RECYCLED HMA, SEE DETAIL.





# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON**

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AWARDING THE PURCHASE OF TWO (2) KNIGHT'S ARMAMENT CLIP-ON WHITE PHOSPHOR NIGHT VISION WEAPON SIGHTS FROM "THE BUNKER" FOR THE BENTON COUNTY SHERIFF'S OFFICE MEMBERS OF THE TRI-CITY REGIONAL SWAT TEAM (TCRST).**

**WHEREAS**, the Benton County Sheriff's Office is seeking to equip our members of the Tri-City Regional SWAT Team (TCRST) with two (2) night vision sights to assist in better identification of individuals/ suspects during low-light hours.

**WHEREAS**, the BCSO solicited vendors from the MRSC listed under the categories of "General Goods" and "Police Supplies" for two (2) Knight's Armament AN/PVS-22 Clip-On Mountable Gen3 Night Vision Weapon Sight w/Pinnacle Performance White Phosphor intensifier tube, unit color Black; and based on the following results:

**WHEREAS**, only one vendor was able to provide pricing for the two (2) requested night vision sight units; and

- **The Bunker, Richland, WA - \$17,196.00 plus W.S.S.T (8.6%)**
- Lawmen's Shooters' Supply, Vero Beach, FL – No Response
- Larsen Firearms, Pasco, WA – Unable to Provide Requested Equipment
- ProForce Law Enforcement, Prescott, AZ – Unable to Provide Requested Equipment
- Talos Tactical, LLC, West Richland, WA – No Response
- 911 Supply, LLC, Keizer, OR – No Response
- Gunarama, Spokane, WA – Unable to Provide Requested Equipment
- Point Emblems, Roy, UT – Unable to Provide Requested Equipment
- Gall's, Spokane, WA – Unable to Provide Requested Equipment
- ProForce Law Enforcement, Brea, CA – Unable to Provide Requested Equipment

**WHEREAS**, the BCSO reviewed the proposals and recommends awarding the purchase of two (2) Knight's Armament AN/PVS-22 Clip-On Mountable Gen3 Night Vision Weapon Sight w/Pinnacle Performance White Phosphor intensifier tube, unit color Black to The Bunker, in the amount of \$17,196.00 plus W.S.S.T, as the sole distributor; **NOW, THEREFORE**

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and hereby awards the purchase of two (2) Knight's Armament AN/PVS-22 Clip-On Mountable Gen3 Night Vision Weapon Sight w/Pinnacle Performance White Phosphor intensifier tube, unit color Black to The Bunker in the amount of \$17,196.00 plus W.S.S.T.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

Attest.....  
Clerk of the Board



# NIGHT VISION QUOTE

Address: 225 Wellsian Way, Richland, WA 99352  
 Office Phone: 509-943-0269  
 Cell Phone: 509-900-7576

Quote #	Date
BCSD-0001	Tuesday, September 8, 2020

## BILL TO

Todd Carlson  
 Benton County Sheriff's Department  
 7122 W. Okanogan Place, Bldg. B  
 Kennewick, Washington 99336  
 509-735-6555  
 todd.carlson@co.benton.wa.us

CUSTOMER ID	TERMS
BCSD	N/A

DESCRIPTION	PART #	QTY	RETAIL PRICE	YOUR PRICE	AMOUNT
Knight's Armament AN/PVS-22 Mountable Gen3 Night Vision Sight w/ Pinnacle Standard White Phosphor Color: Black	NVD-PNS-WP	2	\$ 8,595.00	\$ 7,996.52	\$ 15,993.04
Knight's Armament AN/PVS-22 Mountable Gen3 Night Vision Sight w/Pinnacle Performance White Phosphor Color: Black	26576	2	\$ 8,895.00	\$ 8,598.00	\$ 17,196.00
Knight's Armament AN/PVS-22 Mountable Gen3 Night Vision Sight w/Pinnacle Mil-Spec Green Color: Black	004400	2	\$ 9,495.00	\$ 8,894.65	\$ 17,789.30
ETA on Shipping 90-120 Days					\$ -
FREE SHIPPING					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

*Thank you for your business!*

TAX RATE (will be added to invoice based on option chosen)	8.600%
SHIPPING	FREE

If you have any questions about this invoice, please contact  
 Aaron Dysart  
 509-900-7576  
[adysart@bunkertricity.com](mailto:adysart@bunkertricity.com)

Part# 26576	\$17,196.00
WSST (8.6%)	\$1,478.85
Shipping	FREE
<b>Total</b>	<b>\$18,674.85</b>

## Katie Gillies

---

**From:** Ryan Lukson  
**Sent:** Wednesday, September 16, 2020 16:16  
**To:** Katie Gillies  
**Cc:** Todd Carlson  
**Subject:** RE: Resolution & Quote - Night Vision

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Looks good

### Ryan J. Lukson

Deputy Pros. Attorney, Civil  
Benton Co. Pros. Attorney's Office  
Phone: (509) 735-3591  
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

---

**From:** Katie Gillies <Katie.Gillies@co.benton.wa.us>  
**Sent:** Tuesday, September 15, 2020 3:09 PM  
**To:** Ryan Lukson <Ryan.Lukson@co.benton.wa.us>  
**Cc:** Todd Carlson <Todd.Carlson@co.benton.wa.us>  
**Subject:** Resolution & Quote - Night Vision

Hi Ryan,

We wanted to give you an opportunity to review a resolution to purchase two night vision sights. Todd sent the attached email to all vendors on MRSC list under two categories, General Goods & Police Supplies. Only one vendor was able to supply what we were looking for and/or replied. Please let us know if you have any questions.

Thanks!



### KATIE GILLIES

Chief Financial Officer  
Benton County Sheriff's Office  
7122 W. Okanogan Place, BldG. A  
Kennewick, Washington 99336  
509-735-6555

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Ratifying an Emergency Contract for the Construction of the Courtroom Technology Upgrade Project with Chervenell Construction Company	
<b>Presenter:</b>	Robert Blain & Paul Schut	
<b>Prepared By:</b>	Paul Schut	
<b>Reviewed By:</b>	Robert Blain	
<b>PA Review, Approval to Form:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A            (If no, include reasoning for no approval)	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> (Multiple boxes can be checked, if necessary)	
<input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

## Summary / Background Information

On March 17, 2020, the Board of Benton County Commissioners, via resolution 2020-258, declared an emergency due to the COVID-19 Virus situation. Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency.

The need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19.

Resolution 2020-381 ratified the contract between Benton County & Meier Architecture & Engineering, Inc. for the design of the new system.

Under the guidelines of the emergency order, the Director of Operations & Capital Programs contacted Chervenell Construction Company to begin negotiations to construct the remote hearing solution as designed by Meier Architecture & Engineering.

The Procurement & Contract Coordinator has been successful in receiving \$3,019,577.00 of Cares relief funds and \$556,175.00 funds from AOC.

The County Administrator, after consulting the Deputy County Administrator & Director of Operations & Capital Programs, executed the contract under the current emergency declaration.

## Fiscal Impact

**Amount: \$4,042,465.00 Plus W.S.S.T**

**Funds: Current Expense – Department 139 - \$3,575,752.00**

- **Benton County CARES Fund: \$3,019,577.00**
- **Washington State Administration of the Courts (AOC): \$556,175.00**

**Trial Court Improvement - \$466,713.00**

## **Recommendation**

Ratify Emergency Contract with Chervenell Construction Company for the construction of the Courtroom Technology Project.

## **Suggested Motion**

Move to approve the ratification of the emergency contract with Chervenell Construction Company for the construction of the Courtroom Technology Upgrade

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF RATIFYING AN EMERGENCY CONTRACT FOR THE CONSTRUCTION OF THE COURTROOM TECHNOLOGY UPGRADE PROJECT WITH CHERVENELL CONSTRUCTION COMPANY**

**WHEREAS**, on March 17, 2020, the Board of Benton County Commissioners, via Resolution 2020-258, declared an emergency due to the COVID-19 Virus situation; and

**WHEREAS**, Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency; and

**WHEREAS**, the need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19; and

**WHEREAS**, Resolution 2020-381, ratified the contract between Benton County & Meier Architecture & Engineering, Inc. for the design of the new system; and

**WHEREAS**, under the guidelines of the emergency order, the Director of Operations & Capital Programs contacted Chervenell Construction Company to begin negotiations to construct the remote hearing solution as designed by Meier Architecture & Engineering; and

**WHEREAS**, the Procurement & Contract Coordinator has been successful in receiving \$3,019,577.00 of CARES relief funds and \$556,175.00 CARES funds from AOC; and

**WHEREAS**, the County Administrator, after consulting the Deputy County Administrator & Director of Operations & Capital Programs, approved the contract under the current emergency declaration; **NOW, THEREFORE,**

**BE IT RESOLVED**, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies the contract with Chervenell Construction Company in the amount not to exceed \$4,042,465 plus W.S.S.T.

Dated this 29<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Member.  
Constituting the Board of County Commissioners  
of Benton County, Washington.



# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixteenth day of September in the year two thousand and twenty  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Benton County  
7122 W. Okanogan Place  
Kennewick, WA 99336  
509.736.2704

and the Contractor:  
*(Name, legal status, address and other information)*

Chervenell Construction Co  
7511 W Arrowhead Ave, Suite B  
Kennewick, WA 99336  
509-735-3377

for the following Project:  
*(Name, location and detailed description)*

Benton County Courtroom Audio Visual Project  
7122 W Okanogan Place  
Kennewick, WA, 99336

The Architect:  
*(Name, legal status, address and other information)*

Meier Architecture • Engineering  
12 W. Kennewick Avenue  
Kennewick, WA 99336  
509.735.1589

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be upon issuance of the Notice to Proceed by the Owner:  
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:47:37 ET on 09/15/2020 under Order No.6126401393 which expires on 09/15/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
User Notes:

(1315974964)

[ x ] By the following date: January 31, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Courtroom Audio Visual Upgrade for Superior & District Court at the Kennewick Justice Center & Prosser Courthouse.	November 30, 2020
All work performed within Jail	November 30, 2020

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four million forty-two thousand four hundred and sixty-five dollars (\$4,042,465), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

1. Substantial Completion: If the Contractor fails to achieve Substantial Completion of all the Work within the Contract Time, then the Contractor agrees as part of consideration for awarding the Contract, to pay the Owner the amount of one thousand dollars (\$1000.00) for each calendar day beyond that date as liquidated damages.
2. Final Completion: If the Contractor fails to achieve Final Completion of all the Work within 30 calendar days after Substantial Completion, excluding remedial work affected by seasonal requirements, then the Contractor agrees as

Init.

part of consideration for awarding the Contract, to pay the Owner the amount of five hundred dollars (\$500.00) for each calendar day beyond that Date as liquidated damages.

3. Final Completion of Seasonally Affected Work: If the Contractor fails to achieve Final Completion of seasonally affected Work within 30 calendar days after commencement of the appropriate season, then the Contractor agrees as part of consideration for awarding the Contract, to pay the Owner the amount of five hundred dollars (\$500.00) for each calendar day beyond that Date as liquidated damages.

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect received the Application for Payment.

§ 5.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.5 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

*(Paragraph deleted)*

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Paragraph deleted)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

Retainage will only be released in accordance with RCW 60.28 on completion of the work and once all required forms and reports have been filed with the Owner, Architect, Department of Labor and Industries, Department of Revenue and the Employment Security Department.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

One percent (1%) per month per RCW 39.76.011

Init.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Ed Luebben,  
Meier Architecture • Engineering  
12 W. Kennewick Avenue  
Kennewick, WA 99336509.737.6965 - office

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

No termination Fee

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:  
*(Name, address, email address, and other information)*

Robert Blain  
7122 W. Okanogan Place  
Kennewick, WA 99336  
509.736.2704  
robert.blain@co.benton.wa.us

**§ 8.3** The Contractor’s representative:

init.

(Name, address, email address, and other information)

Brandon Mayfield  
7511 W Arrowhead Ave; Suite B  
Kennewick, WA 99336  
509-735-3377  
bmayfield@chervenell.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

The parties shall endeavor to establish necessary protocols governing transmission of Instruments of Service or any other information or documentation in digital form.

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

*(Paragraphs deleted)*

- .5 Drawings

Number	Title	Date
	Refer to the Drawing List on Project Title Sheet, drawing T001	
	Technology Drawing Sheets TA001-TA750 (31 Drawings)	

- .6 Specifications

Section	Title	Date	Pages
	Refer to Table of Contents for the Project Specifications Book, Rev 1, 8/14/2020.		

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Init.

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

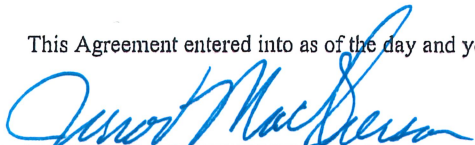
Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Schedule of Values	Budget Breakdown	9/11/2020	1

.9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Jerrod MacPherson  
Benton County Administrator

(Printed name and title)

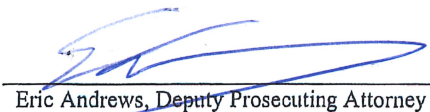


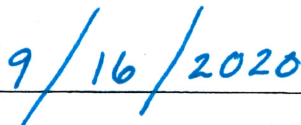
CONTRACTOR (Signature)

Brandon Mayfield, President

(Printed name and title)

Approved as to Form:

  
Eric Andrews, Deputy Prosecuting Attorney

  
Date

Init.

AIA Document A101® - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:47:37 ET on 09/15/2020 under Order No.6126401393 which expires on 09/15/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
User Notes:

(1315974964)

# Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:47:37 ET on 09/15/2020.

## PAGE 1

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and twenty

...

Benton County  
7122 W. Okanogan Place  
Kennewick, WA 99336  
509.736.2704

...

*(Name, legal status, address and other information)*

Chervenell Construction Co  
7511 W Arrowhead Ave, Suite B  
Kennewick, WA 99336  
509-735-3377

...

Benton County Courtroom Audio Visual Project  
7122 W Okanogan Place  
Kennewick, WA, 99336

...

Meier Architecture • Engineering  
12 W. Kennewick Avenue  
Kennewick, WA 99336  
509.735.1589

## PAGE 2

§ 3.1 The date of commencement of the Work shall ~~be~~ be upon issuance of the Notice to Proceed by the Owner:

...

~~—~~  A date set forth in a notice to proceed issued by the Owner.

...

Not later than ~~( )~~  calendar days from the date of commencement of the Work.

By the following date: January 31, 2021  
PAGE 3

Courtroom Audio Visual Upgrade for                      November 30, 2020  
Superior & District Court at the  
Kennewick Justice Center & Prosser  
Courthouse.

All work performed within Jail                              November 30, 2020

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$—), four million forty-two thousand four hundred and sixty-five dollars (\$4,042,465), subject to additions and deductions as provided in the Contract Documents.

...

1. Substantial Completion: If the Contractor fails to achieve Substantial Completion of all the Work within the Contract Time, then the Contractor agrees as part of consideration for awarding the Contract, to pay the Owner the amount of one thousand dollars (\$1000.00) for each calendar day beyond that date as liquidated damages.
2. Final Completion: If the Contractor fails to achieve Final Completion of all the Work within 30 calendar days after Substantial Completion, excluding remedial work affected by seasonal requirements, then the Contractor agrees as part of consideration for awarding the Contract, to pay the Owner the amount of five hundred dollars (\$500.00) for each calendar day beyond that Date as liquidated damages.
3. Final Completion of Seasonally Affected Work: If the Contractor fails to achieve Final Completion of seasonally affected Work within 30 calendar days after commencement of the appropriate season, then the Contractor agrees as part of consideration for awarding the Contract, to pay the Owner the amount of five hundred dollars (\$500.00) for each calendar day beyond that Date as liquidated damages.

PAGE 4

§ 5.1.2 ~~The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:~~

Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect received the Application for Payment.

§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the — day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the — day of the — month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than — ( ) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)~~Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4 ~~Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for~~

~~reviewing the Contractor's Applications~~ Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

~~§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~ In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

~~§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

PAGE 5

Five Percent (5%)

...

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

...

Retainage will only be released in accordance with RCW 60.28 on completion of the work and once all required forms and reports have been filed with the Owner, Architect, Department of Labor and Industries, Department of Revenue and the Employment Security Department.

...

~~%~~ One percent (1%) per month per RCW 39.76.011

PAGE 6

Ed Luebben,  
Meier Architecture • Engineering  
12 W. Kennewick Avenue  
Kennewick, WA 99336509.737.6965 - office

...

~~—~~  Litigation in a court of competent jurisdiction

...

No termination Fee

...

Robert Blain  
7122 W. Okanogan Place  
Kennewick, WA 99336  
509.736.2704  
robert.blain@co.benton.wa.us

PAGE 7

Brandon Mayfield  
7511 W Arrowhead Ave; Suite B

Kennewick, WA 99336  
509-735-3377  
bmayfield@chervenell.com

...

The parties shall endeavor to establish necessary protocols governing transmission of Instruments of Service or any other information or documentation in digital form.

...

.2 ~~AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

...

.4 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~  
*(Insert the date of the E203 2013 incorporated into this Agreement.)*

...

Refer to the Drawing List on Project  
Title Sheet, drawing T001

...

Refer to Table of Contents for the  
Project Specification Book

...

PAGE 8

~~[x]~~ Supplementary and other Conditions of the Contract:

...

<u>Schedule of Values</u>	<u>Budget Breakdown</u>	<u>9/11/2020</u>	<u>1</u>
---------------------------	-------------------------	------------------	----------

...

Jerrod MacPherson  
Benton County Administrator

*(Printed name and title)*

Brandon Mayfield, President

*(Printed name and title)*

Approved as to Form:

Eric Andrews, Deputy Prosecuting Attorney

Date

## ***Certification of Document's Authenticity***

*AIA® Document D401™ – 2003*

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:47:37 ET on 09/15/2020 under Order No. 6126401393 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



Corrective Action Plan to provide the County and FEMA with a basis for the steps that the County intends to take to resolve these deficiencies and violations.

With this, the Planning Department has determined there are approximately 56 non-resolved or flagged properties, 8 of which require a complex remediation process be completed. These deficiencies and violations are complex enough that the Planning Department is requesting that the Board direct Planning Staff to pursue entering into professional services contract to assist the County with those properties that will require a more complex remediation process.

The Planning Department has prepared a letter (Exhibit A) for signature by the Planning Manager dated September 29, 2020 and a Resolution and Corrective Action Plan for Board (Exhibit B) review and approval. Please note the resolved and non-resolved flagged properties in the CAP Spreadsheet (attached to the Exhibit B), that require a remediation process be completed.

Planning Department Staff has been working with the Prosecuting Attorney's Office on developing a Professional Services Contract with Safe Built LLC to assist the County in meeting its responsibilities for those flagged-unresolved properties requiring remediation of a more complex nature.

### **Fiscal Impact**

**Amount:** None

**Fund:**

### **Recommendation**

Planning Staff is requesting that the Board approve the letter, Corrective Action Plan and related Resolution to comply with the requirements of FEMA and resolve the deficiencies and violations which were identified during the CAV and that they authorize the Planning Department to pursue entering into professional services contract to assist with those properties that may require a more complex remediation process.

### **Suggested Motions**

That the Board of County Commissioners hereby approves the Resolution allowing the Planning Department to finalize and submit the Corrective Action Plan to FEMA prior to the October 6, 2020 deadline and authorizes the Planning Manager to sign the Response Letter to FEMA on the Boards behalf.

And,

That the Board of County Commissioners hereby authorizes the Planning Department to pursue a Professional Services Contract with Safe Built LLC to assist with the implementation of the County's Corrective Action Plan for those properties that may require a more complex remediation process not to exceed \$17,500.00.

**Planning Department**

(509) 786-5612  
P.O. Box 910  
Prosser, WA 99350

[www.co.benton.wa.us](http://www.co.benton.wa.us)[planning.department@co.benton.wa.us](mailto:planning.department@co.benton.wa.us)**Prosser Office:** 620 Market Street, 1<sup>st</sup> Floor**Kennewick Office:** 102206 East Wiser Parkway

September 29, 2020

Suzanne Sarpong  
Floodplain Management Specialist  
US Department of Homeland Security  
Region X  
130 228<sup>th</sup> Street, SW  
Bothell, WA 98021

Sent via email to: [suzanne.sarpong@fema.dhs.gov](mailto:suzanne.sarpong@fema.dhs.gov)

RE: National Flood Insurance Program  
Community Assistance Visit- Corrective Action Plan  
Benton County, Washington

Dear Ms. Sarpong:

Benton County is in receipt of your June 8, 2020 letter to the Board of County Commissioners detailing FEMA's recent CAV. It is our understanding through this CAV process that there are community actions now required to be fulfilled. With that in mind, we would like to begin this process by submitting the following documents (attached hereon):

1. The signed Resolution by the Board of County Commissioners
2. Benton County's Corrective Action Plan and Exhibit A - *CAP Remediation Spreadsheet*.

Please note that Corrective Action Plan details the update to the County's Flood Damage Prevention Ordinance, permitting and process improvements, an assessment of FEMA's areas of concern, and the specific site deficiencies and violations. An estimated timeline for completion of required remediation is additionally provided within.

We thank you for your time, cooperation, and assistance with this process. We look forward to continued conversations to help ensure the County's compliance with the NFIP.

If you have any questions or concerns, please do not hesitate to contact our Department at 786-5612 or [planning.department@co.benton.wa.us](mailto:planning.department@co.benton.wa.us).

Sincerely,

---

Greg J. Wendt, Planning Manager  
Benton County Planning Department

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING, THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY ASSISTANCE VISIT (CAV) AND BENTON COUNTY'S CORRECTIVE ACTION PLAN

WHEREAS, Benton County (County) is a participant in the National Flood Insurance Program (NFIP), a program administered by the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) that provides regulated development methods to reduce the damages caused by flooding, provides residents of the participating community an opportunity to purchase flood insurance, and ensures the community remains eligible for flood disaster relief; and,

WHEREAS, one of the FEMA's duties in administering the NFIP is to perform Community Assistance Visits (CAV) for participating communities. The CAV is a comprehensive assessment of a community's floodplain management program to help improve the community's understanding of, and compliance with, the requirements of the NFIP, which will in turn reduce the hazards to life and property and costs associated with flooding; and,

WHEREAS, in April 2020, FEMA performed a CAV in Benton County which included site visits and discussions with the Benton County Planning Department and the Building Departments staffs; and,

WHEREAS, on June 8, 2020, the Board of County Commissioners received a letter from FEMA outlining the CAV findings, discussions, areas of concern, and violations that require remediation; and,

WHEREAS, FEMA has requested the County complete and submit a Corrective Action Plan to help the County achieve compliance with the NFIP by October 6, 2020; and,

WHEREAS, the County has reviewed the results of the CAV, including the deficiencies and violations that need to be addressed; and,

WHEREAS, the Planning Department has prepared a Corrective Action Plan (CAP) to demonstrate to FEMA the County's intent to comply with the required deficiencies and violations; and,

WHEREAS the Board finds that proper review and consideration has been made and it appears to be in the public's best interest to have the Planning Department finalize and submit the Corrective Action Plan to FEMA; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners approves the Corrective Action Plan (CAP) (attached as Exhibit A) and that it be finalized and submitted to FEMA within the required 60-day time period and authorizes the Planning Manager to sign the Response Letter to FEMA on behalf of the County.

Dated this \_\_\_\_\_ day of September 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County  
Washington.

Attest.....  
Clerk of the Board

GW/djh

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
CORRECTIVE ACTION PLAN  
BENTON COUNTY, WASHINGTON**

**BACKGROUND/INTRODUCTION**

Benton County is a participant in the National Flood Insurance Program (NFIP) and the County's participation in this program is critical to maintain access to federally provided flood insurance, maintain affordable rates for flood insurance, allow federally backed mortgages, promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas.

The Benton County Planning and Building Departments administer the Benton County Flood Damage Prevention Ordinance which applies to all special flood hazard areas within the unincorporated areas of Benton County.

On Wednesday, February 12, 2020 representatives from the Benton County Planning Department, Building Department, and Federal Emergency Management Agency (FEMA) met to discuss the 2020 Community Assistance Visit (CAV) for Benton County.

The 2020 CAV focused on:

1. Review of the Benton County Flood Damage Prevention Ordinance;
2. County permitting processes; and
3. County recordkeeping processes for floodplain development activities.

The last CAV performed by FEMA in Benton County was 2009. This CAV attempted to focus only on development that has occurred since 2009.

FEMA addressed a letter to Benton County Commissioner Jim Beaver on June 8, 2020 discussing the details of the CAV, including FEMA's review of the development activity within the County's Special Flood Hazard Areas. FEMA identified 83 properties that may be missing permits, documentation, engineering, or are violations requiring remediation. FEMA is requesting Benton County develop a Corrective Action Plan to provide the County and FEMA a basis for the action the County intends to take to resolve the deficiencies and violations which were identified during the CAV.

A corrective action plan acknowledges the specific program deficiencies and individual violations, and specifies the steps Benton County will take to remedy each issue and establishes a timeline of when the remediation will be completed

To preserve the County's good standing in the NFIP, this document will provide a summary of the necessary requirements along with the data and documentation that is required to be submitted and accepted by FEMA through this process.

**FLOOD DAMAGE PREVENTION ORDINANCE UPDATE**

The County has taken steps to develop revisions to adopted Benton County Code, 3.26 Flood Damage Prevention.

Coordination with FEMA representatives has occurred throughout the amendment process. A draft ordinance, with the amended changes, has been prepared and is scheduled for a public review process. A public hearing for the updated ordinance is estimated to occur by December 31, 2020.

## **PERMITTING PROCESS IMPROVEMENTS/UPDATES**

The County has taken action to improve existing building permit and planning review processes to prevent future violations.

In the past year the Planning Department began integrating building permit review comments directly into the permitting software program used by the Building Department. This collaboration using the iWorQ software has allowed the Planning Department to complete a 'Site Plan Review' which incorporates the use, setbacks, and critical area review (including floodplains) comments specifically into the building permit review process with the results and requirements of the evaluation being available or easily accessed by the building inspectors or building technician.

This has allowed:

1. Increased communication and collaboration between reviewing staff (Planning and Building Departments) for specific permits;
2. A central location for all requirements to be recorded prior to permit issuance and for those requiring additional conditions of approval such as elevation certificates ensuring they are completed and approved before final occupancy; and
3. A floodplain note or restriction feature be placed on the permit (i.e. flagged) which will allow the reviewer to recognize a property as being located in Special Flood Hazard Area and to denote any special requirements and/or restrictions each time this permit and/or property is accessed in the software program.

While the existing software and review process is a significant step forward to improving past workflow/processes, the County is currently in discussions to obtain a new software permitting platform in 2021. Implementation of the SmartGov software program in YR 2021 will allow the County to take another step forward in improving its permitting process, recording keeping, mapping/permits compatibilities, remote capabilities, and in turn will result in better enforcement of County regulations.

Along with existing and future permitting software programs and processes, safeguards have been put into place within the special flood hazard areas to prevent repeat violations and ensure compliance with the County's Flood Damage Prevention Ordinance is met. These measures include:

1. Ensure a Critical Area Review of the Special Flood Hazard Areas is completed prior to completing the Plan Review. If the plan review is completed first, conduct a secondary review for additional notes to construction plans to ensure compliant construction;
2. Modify administrative in-take sheet for Building Permits with section related to whether or not property is in a Special Flood Hazard Area (SFHA);
3. Affix Notice Stickers on building permit files and job cards for properties in a Special Flood Hazard Area (SFHA);

4. Ensure all construction inquiries are informed that a critical area review is required regardless of building size, development activity, or if a building permit is necessary;
5. Obtain GIS Department assistance with updated mapping to include floodway boundaries and digitizing FIRM maps to more accurately determine the boundaries of the special flood hazard areas; and
6. Training opportunities are being offered to employees of both the Planning and Building Departments. Staff has taken advantage of FEMA training opportunities being offered during the summer of 2020. Continued training of floodplain criteria, base flood elevations, elevation certifications and construction standards is expected to be completed each year by planners, plan reviewers and building inspectors. When new training opportunities are presented and scheduled by the Planning Department, notice is also to be sent out to our regional surveyor email list as an invitation for further learning.

The intent of these process improvements is to provide continual oversight and improvements to prevent future violations of the NFIP and County regulations. To facilitate FEMA verification, the County is able to provide FEMA a list of issued permits in the Special Flood Hazard Areas upon request.

## **AREAS OF CONCERN**

As detailed in the June 8, 2020 letter, FEMA determined four major concerns that need to be addressed:

1. Accessory structure development.

The 2020 Update to the Benton County Flood Damage Prevention Ordinance will not include an exception from the floodplain regulations for structures valued less than 10% of the primary structure.

2. Structures less than 200 square feet (sf) in size- exempt from building permits.

The County will ensure all construction inquiries are informed that a critical area review is required regardless of building size, development activity, or whether a building permit is necessary. Special Flood Hazard Area permitting will be evaluated for all development, regardless of size or use.

3. Subgrade crawlspace foundations.

The 2020 Update to the Benton County Flood Damage Prevention Ordinance will include crawlspace construction standards that are consistent with FEMA Technical Bulletin 11.

4. Irrigation District projects.

If an exemption to state law is not determined, the County will contact the Irrigation Districts to ensure all activities within the Special Flood Hazard Area are permitted. The existing facility will be documented in *Exhibit A- CAP Remediation Spreadsheet (Exhibit A) attached hereto.*

## **CORRECTIVE ACTION COMPONENT**

FEMA representatives conducted a field tour of Benton County's Special Flood Hazard Areas in November 2019. Through this tour and the use of historical aerial photos, FEMA identified 83 properties that may be missing permits, documentation, engineering, or are violations requiring remediation.

Of those 83 properties, 18 were deemed by FEMA to be 'resolved' prior to FEMA's CAV letter to Benton County on June 8, 2020.

Benton County has addressed the remaining 64 properties listed in *Exhibit A- CAP Remediation Spreadsheet* of this Corrective Action Plan.

The goal of this plan is to describe the violations or deficiencies and identify the remediation methods to bring compliance or mitigation to an extent practicable by law.

*Exhibit A- CAP Remediation Spreadsheet* consists of the following sections:

1. Property Number;
2. Parcel Number;
3. Elevation Certificate (EC) Needed;
4. Possible Code Violation;
5. No Building Permit Required;
6. Floodway- No Rise;
7. Subgrade Crawlspace/Venting;
8. Verify if Fill Used;
9. Elevation Certificate (EC) Incorrectly Completed;
10. Violation;
11. Proposed Remediation;
12. Milestones; and
13. Owner Contact Information.

## **IMPLEMENTATION SCHEDULE**

As the County begins implementation of the remediation steps with the identified properties, the County does request FEMA's flexibility due to COVID-19 (Coronavirus).

The County is in Phase 1.5 of the Governors Safe Start-Stay Healthy Reopening Plan for Washington State counties.

Additionally, new limitations exist regarding scheduling site visits with individual landowners to discuss violations/remediation, along with potential landowner hardships which may have occurred during the pandemic such as negative impacts to a person's health or financial resources.

1. **Flood Damage Prevention Ordinance Update.**
  - A. A public hearing for the updated ordinance is estimated to occur by December 31, 2020.
2. **County Process and Procedures Improvements.**

- B. Many improvements have been implemented this past year. On-going improvements will be evaluated and implemented. As necessary and on-going floodplain training for staff will be required.

3. **Areas of Concern:**

- A. Accessory structure development.

Administration of the Ordinance has changed to ensure compliance with FEMA standards. A public hearing for the updated ordinance is estimated to occur by December 31, 2020.

- B. Structures less than 200 sf in size- exempt from building permits.

Administration of the Ordinance has changed to ensure compliance with FEMA standards. A public hearing for the updated ordinance is estimated to occur by December 31, 2020.

- C. Subgrade crawlspace foundations.

Administration of the Ordinance has changed to ensure compliance with FEMA standards. A public hearing for the updated ordinance is estimated to occur by December 31, 2020.

- D. Irrigation District projects.

Legal review and notification to irrigation districts, if applicable, will take place in YR. 2020.

4. **Corrective Action Components.**

- A. Eighty-three (83) properties are identified in Benton County's *Exhibit A- CAP Remediation Spreadsheet* of this corrective action plan. The goal of this plan is to describe the violation(s) or deficiency(s) and identify the applicable remediation method(s) to bring compliance or mitigation to an extent practicable by law. *Exhibit A* identifies an estimated correction action plan timeline for each property.

5. **Reporting.**

- A. Benton County will provide FEMA an updated *Exhibit A- CAP Remediation Spreadsheet* every 60 days via email. Example: October 1, December 1, February 1 etc. *Exhibit A* will identify the required updates, comments, whether violations/deficiencies have been resolved or mitigated, and timelines.

Benton County CAP Remediation Spreadsheet

EXHIBIT B

Remediation Needed										Violation	Proposed Remediation	Milestones
Property #	Parcel #	EC Needed	Possible Code Violation	No Bldg Permit Req	Floodway No Rise	Subgrade Crawlspace/Venting	Verify if Fill Used	EC Incorrectly Completed				
1	107842020000007					X		X		SFD EC indicates subgrade crawlspace with inadequate venting; attached garage elevation and service equipment elevation, type and location missing. Structure appears to be compliant and possibly qualifies for LOMA or LOMR- F. Verify and provide missing information or LOMA/LOMR-F.	Apply for LOMA to remove structures from SFHA (Need bldg dept to help determine if fill was used. If so a LOMA-F is needed)	Work with owner to submit LOMA within 1 month of CAP submittal
2	107842020000008	X								Final EC Needed	1. Building Dept to reach out to owner to see if final EC was completed. 2. Surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
3	107842020000009	X		X	X		X			Possible encroachment into floodway. Final EC needed for SFD. Provide mech/electrical elevation on Final EC for RG. Unpermitted structure under 200 ft- bring into flood compliance.	1. Building Dept to determine if fill was used. 2. Provide final EC for SFD (either owner or BC). Have surveyor stake FW boundary line to determine if SFD is in or out of floodway. Possible LOMA? (Verify if option with FEMA) 3. Work with property owner to bring 200 sq ft shed into compliance; install vents and anchor; or elevate.	1. Bldg Dept to determine if fill was used w/in 1st month. 2. Owner to provide final EC and demarcate floodway line within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent structure.
4	107842020000010	X								Final EC Needed	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
5	107842020000013				X		X			Verify if fill was used. Possible floodway encroachment.	1. Building Dept to determine if fill was used. 2. If no fill was used; apply for LOMA to remove structure from floodway. 3. If fill was used, have surveyor demarcate floodway boundary. 4. Complete No Rise certification if needed.	1. Bldg Dept to determine if fill was used w/in 1st month. 2. Apply for LOMA w/in 90 days if no fill was used. 3. Have surveyor demarcate floodway boundary and pursue No-Rise cert if fill was used within 90 days.
6											RESOLVED	
7											RESOLVED	
8	109963000004000			X						Structure under 200 ft located N of driveway not permitted and uncompliant (placed 2015-2016). Provide evidence of compliance for RG permitted under BP# 32065.	1. Have County surveyor obtain elevation to see if elevation can be determined- possible LOMA?? 2. Shed must be vented and anchored and RG must be vented.	1. Owner will have 120 days to vent (and anchor) structures.
9	109963000004000			X						Structures NW of 36421 W OIE Hwy are under 200 ft which were not permitted and are uncompliant (southern shed, pump house? Pre 1996; northern shed place 2017-2018).	1. Sheds must be vented and anchored.	1. Owner will have 120 days to vent and anchor structures.
10	109963000004000		X							Two shops west of 36421 W OIE Hwy (Eastern most prior to 1996, western 2009-2011)	Both structures must be vented	1. Owner will have 120 days to vent structures.
11											RESOLVED	
12	111962020037006			X						Provide permit for small barn or LOMA removing small barn and connex shop.	1. Pursue possible LOMA, have BC survey property to see if it qualifies for possible LOMA. 2. If LOMA not possible, work with owner to vent structures.	1. BC can survey for EC/LOMA Fall 2020/Winter 2021. 2. Owner will have 120 days to vent structures.
13	113962011152004		X							Provide permits and evidence of compliance for all structures placed between 2013-2016 west of SFD.	No building permits found for any of the structures. Code enforcement to follow up.	1. Code enforcement will contact owner within 90 days.
14	113962011120003		X							Entire property lies w/in floodway. Owner placed southern two structures after 2017 without permits. Structure #1 existed pre 1997. Riverward deck appears in 2018 imagery. FAS is pre-firm but possible substantial improvement threshold triggered?	1. Have elevation survey done of property. 2. Planning/Bldg depts to meet with owner to go over property violations. 4. Structures 1, 2 & 3 and river deck will need to be removed by property owner. 5. Owner to do engineering analysis/speak to State to determine options if property is below BFE. 6. County to work with L&I on improving communication of interior work.	1. Owner to conduct property elevation survey within 90 days, if possible- elevate FAS? 2. Owner to remove structures 2, 3 and river deck within 90 days. 3. County to contact and work with L&I within first 60 days to see how to improve communication. 4. County Planning to seek approval from Administration for public outreach/education effort within 120 days.
15											RESOLVED	

**Remediation Needed**

Property #	Parcel #	EC Needed	Possible Code Violation	No Bldg Permit Req	Floodway No Rise	Subgrade Crawlspace/Venting	Verify if Fill Used	EC Incorrectly Completed	Violation	Proposed Remediation	Milestones
16	107971011385004			X					Two greenhouses did not require permits. Provide evidence of compliance. Western rigid greenhouse in 100 yr flood zone; hoop greenhouse in floodway.	1. Conduct elevation survey to see if property/structures qualify for LOMA. 2. If structures do not qualify for LOMA; Remove hoop greenhouse out of floodway and vent/anchor rigid greenhouse.	1. Owner to conduct property elevation survey within 90 days; apply for LOMA if possible. 2. Owner to remove hoop greenhouse from floodway within 90 days. 3. Owner to vent/anchor rigid greenhouse within 90 days after EC is completed.
17	107971000017000		X						Provide evidence of compliance for Airstream trailer.	1. Code enforcement made contact with property owner 6/25/2020 regarding airstream trailer. 2. Follow up Code Enforcement visit 7/13/2020 found airstream had been removed from property.	Follow up with FEMA
18										<b>RESOLVED</b>	
19	107971000009000	X							Provide final EC or LOMA for structure	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Apply for LOMA	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Apply for LOMA 30 days after EC is completed
20										<b>RESOLVED</b>	
21	106974010713001	X							Property was not flagged as flood zone. Will need EC or venting	1. Have BC Surveying crew will conduct final "as-built" EC 2. Determine if venting is required based on EC or if LOMA can be obtained	1. BC can survey for EC Fall 2020/Winter 2021 2. Owner will have 120 days to vent structure.
22										<b>RESOLVED</b>	
23	106974012678004		X						Provide evidence of compliance. Code violation- no permit was obtained.	1. Code enforcement contacted property owner 2. Applicant applied for building permit 7/7/2020, informed him of need for elevation certificate or to vent structure.	1. Owner will have 120 days to obtain building permit and submit EC or vent structure.
24	107971012736001	X							Provide final EC for RG structure	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Vent structure if needed	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent structure if needed.
25										<b>RESOLVED</b>	
26										<b>RESOLVED</b>	
27										<b>RESOLVED</b>	
28	131071011319003	X							Provide final EC for RG structure. SFD qualifies for LOMA	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Vent structure if needed	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent structure if needed.
29	131071011432003		X						Provide evidence of compliance for RG. Code violation- no permit was obtained.	No building permits found for RG. Code enforcement to follow up. Email from Code Enforcement received..	1. Code enforcement will contact owner within 90 days. 2. Owner will have 120 days to obtain building permit and submit EC or vent structure.
30	131071011432001	X	X						Need final EC for FAS and RG. Inoperable vehicles and other materials must be anchored.	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Work with owner on anchoring of vehicles.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to remediate inoperable vehicles via removal or anchoring (may involve code enforcement)
31										<b>RESOLVED</b>	
32										<b>RESOLVED</b>	
33										<b>RESOLVED</b>	
34	118971011521004	X							Both structures within SFHA; not identified as so at time of bldg permit or CUP for event facility. Provide evidence of compliance	1. Have BC Surveying crew conduct final "as-built" EC 2. Determine what steps are needed based on EC or if LOMA-FW can be obtained	1. BC can survey for EC Fall 2020/Winter 2021 2. BC to work with FEMA after EC is complete to determine next steps

**Remediation Needed**

Property #	Parcel #	EC Needed	Possible Code Violation	No Bldg Permit Req	Floodway No Rise	Subgrade Crawlspace/Venting	Verify if Fill Used	EC Incorrectly Completed	Violation	Proposed Remediation	Milestones
35	107974010804006					X			LOMA was done on property, however 1992 (BP# 11840) pole barn located on southern portion of property not removed from SFHA. Provide compliance.	1. Structure will need to be vented, as LOMA was denied.	1. Owner will have 120 days to vent structure.
36	106971000008000								SFD received LOMA. Provide evidence of compliance for RG (2011 BP# 10127)	Reviewed aerial imagery and did not see any new structures placed from 2010-current. Found correspondence from Assessor's office dated 2015 which states 2 out buildings on property are from 1950-60.	Reach out to FEMA with update
37	106971000007000	X							LOMA for original SFD; if footprint of SFD was increased (it was); provide evidence of compliance.	1. Ask owner to contact surveyor to complete final EC. 2. If this is not possible, BC Surveying crew will conduct final "as-built" EC 3. Apply for LOMA	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Apply for LOMA 30 days after EC is completed
38	N Harrington Road								Provide flood compliance of CID's irrigation work	1. Planning ordinance amendment to address utility/irrigation work 2. Contact irrigation district to find out scope of work 3. Planning to issue retroactive flood permit if needed	1. Planning to have ordinance amendment completed by 12/2020 2. Planning to contact CID within 60 days 3. Planning to issue retroactive flood permit w/in 30 days of receiving CID's scope of work
39										<b>RESOLVED</b>	
40	N Harrington Road								Provide flood compliance of CID's irrigation work	1. Planning ordinance amendment to address utility/irrigation work 2. Contact irrigation district to find out scope of work 3. Planning to issue retroactive flood permit if needed	1. Planning to have ordinance amendment completed by 12/2020 2. Planning to contact CID within 60 days 3. Planning to issue retroactive flood permit w/in 30 days of receiving CID's scope of work
41	114072012212001				X	X			Verify if parcel in floodway (shown on maps as entirely w/in). No Rise needed for all development if in FW. Permit required for 3 accessory structures. EC for SFD notes bldg diagram #8; no information about vents. Verify crawlspace meets construction standards. EC for SFD shows 407' for HAG, 408.5' floor of house, BFE 407.5'	1. Have Building Department confirm type of foundation. Verify if fill was used. 2. Planning to review/verify EC for BFE and completeness; possibly reach out to surveyor who completed survey. 3. Possibly have owner resurvey parcel/structures and complete new EC and stake FW boundary line to determine if parcel is entirely in floodway. 4. May be possible for engineer to show LOMA-FW? Will not be possible if fill was used.	1. Building Dept to verify foundation type w/in 30 days. 2. Planning to verify completeness of EC and BFE within 30 days. 3. Owner to conduct property elevation survey within 90 days. 4. If possible, submit LOMA-FW w/in 60 days.
42	114072012212002				X				Most of parcel ID'd as in FW. Provide evidence of compliance for both Ag bldg (expanded 2009-11) and chicken coop(added 2017)/other structure (2016?).	1. Have owner provide EC for structures. Have surveyor stake FW boundary line to determine if SFD is in or out of floodway. Possible LOMA-FW? (Verify if option with FEMA) 2. If this is not possible, BC Surveying crew will conduct EC. 3. Work with property owner after EC is complete if future work can be done to satisfy (vents) or if removal is necessary.	1. Owner to provide final EC and demarcate floodway line within 90 days or BC can survey for EC Fall 2020/Winter 2021. 2. Owner will have 120 days to vent/remove structures.
43	114074000004000	X							Final EC Needed	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
44	114074010133003				X			X	EC completed incorrectly; appears to qualify for LOMA based on LAG elevation. Correct EC or provide LOMA.	1. Planning to contact surveyor who completed EC to see about corrections. 2. Submit corrected EC for LOMA	1. Planning will contact surveyor within 30 days. 2. Work with owner to submit LOMA within 30 days
45	124072000001002	X							Final EC Needed	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
46	114071013224004	X							Final EC needed for both structures.	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021

**Remediation Needed**

Property #	Parcel #	EC Needed	Possible Code Violation	No Bldg Permit Req	Floodway No Rise	Subgrade Crawlspace/Venting	Verify if Fill Used	EC Incorrectly Completed	Violation	Proposed Remediation	Milestones
47	114071013224003							X	Structure is compliant however wrong building diagram number is noted on EC (should be #9) and concrete pad elevation for heat pump below BFE. Provide evidence that machinery is either elevated to or above BFE or is floodproofed.	1. Planning to reach out to surveyor who completed survey for revision. 2. Building department to work with owner on heat pump elevation.	1. Planning to contact surveyor w/in 30 days. 2. Building department to contact owner w/in 30 days.
48	129082010746004					X		X	Final EC indicates building diagram #8; but it should be 9- inadequate venting provided. No service equipment elevation, location or type provided. Correct venting and provided revised EC.	1. Building department to work with owner on adding needed vents. 2. Planning to reach out to surveyor who completed survey for revisions.	1. Building department to contact owner w/in 30 days; vents to be competed within 120 days. 2. Planning to contact surveyor w/in 30 days.
49	125074020003004	X							Final EC needed for both structures. Ag bldg may need venting	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC. 4. Bldg Dept to work with owner on venting Ag bldg if needed.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent structure.
50	125074020004002	X							Provide final EC or LOMA for structure	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Apply for LOMA	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Apply for LOMA 30 days after EC is completed
51	130083011552002	X							Provide evidence of compliance for RG and greenhouse.	1. Have BC Surveying crew conduct final "as-built" EC to determine elevation of both structures. 2. Building Department to work with owner on anchoring greenhouse and venting RG.	1. BC can survey for EC Fall 2020/Winter 2021 2. Owner will have 120 days to vent/anchor structures.
52	130083000004000	X		X					Provide final EC for pole barn and evidence of compliance for 200 sq ft structures.	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Building Dept to work with owner to vent or remove 200 sq ft structures.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent strutures.
53	130083000014000					X		X	Inadequate vents for SFD crawlspace. Verify if RGs are attached to SFD and provide elevation information. If not properly elevated; vent. Provide revised EC with service equipment elevation, type and location.	1. Planning to contact surveyor to revise EC. 2. Have owner to contact surveyor to complete EC on RGs. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Building Dept to work with owner to vent SFD (more vents needed) and possibly RGs.	1. Planning to contact surveyor w/in 30 days. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent strutures.
54	131082011692001	X				X			Verify if RG is in SFHA (it is). Provide evidence of compliance of elevation/floodproofing.	1. Building Dept to reach out to owner to see if EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Building Dept to work with owner to vent structure.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent strutures.
55	131081000010000								Identify if strucutres are pre or post FIRM (Per Assessor's records all structures built 1940). If pre-FIRM complete substantial improvement calcs for enclosed deck/remodel of SFD	1. Assess vaulation of improvements vs. value of structure. 2. Bring whole structure into compliance if value of improves is greater than 50% of value	1. Bldg/Planning to do sustainable improvement calculations within 60 days.
56	107804000048000							X	Final elevation certificate not complete. Per EC inadequate venting; provide evidence of compliance.	1. Planning to contact surveyor to revise EC. 2. Building Dept to work with owner to vent SFD (more vents needed).	1. Planning to contact surveyor w/in 30 days. 2. Owner will have 120 days to vent strutures.
57	107804000044000	X							RG does not appear to have vaild permit. Provide evidence of compliance. Verify if RR container is elevated/anchored.	1. Code enforcement?/building department to work with owner to permit building. 2. Provide EC if they believe property may qualify for LOMA; otherwise work with owner to vent RG and anchor/elevate RR container.	1. Contact with owner will be made w/in 30 days. 2. Owner to provide EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent structure.

**Remediation Needed**

Property #	Parcel #	EC Needed	Possible Code Violation	No Bldg Permit Req	Floodway No Rise	Subgrade Crawlspace/Venting	Verify if Fill Used	EC Incorrectly Completed	Violation	Proposed Remediation	Milestones
58	107804013003002	X							Final EC needed for RG	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
59	118802013585001					X			Final EC needed. Construction EC indicates subgrade crawlspace with inadequate venting. Attached RG and service equipment not elevated 1 ft above BFE. Provide vents as needed, elevate service equipment and provide evidence of compliance. Based on EC -1.4 below BFE; did they use fill?	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC. 4. Building Dept to work with owner to vent crawlspace and elevate service equipment.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent SFD/RG and elevate service equipment.
60	118802013585002	X							Final EC needed for SFD. Verify ground elevation as this does not match the 4 surrounding properties. If subgrade crawlspace and floor of crawlspace is above BFE, possible LOMA.	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC. 4. Apply for LOMA if possible.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
61	118802013585003	X							Final EC needed for SFD. If subgrade crawlspace and floor of crawlspace is above BFE, possible LOMA.	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC. 4. Apply for LOMA if possible.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2022
62	118802013585004								Final EC needed. Construction EC indicates subgrade crawlspace with inadequate venting. Attached RG and service equipment not elevated 1 ft above BFE. Provide vents as needed, elevate service equipment and provide evidence of compliance.	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC. 4. Building Dept to work with owner to vent crawlspace and elevate service equipment.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent SFD/RG and elevate service equipment.
63	107804000045001	X							Provide evidence solar panel array elevated 1 ft above BFE	1. Have BC Surveying crew conduct final "as-built" EC If possible, apply for LOMA	1. BC can survey for EC Fall 2020/Winter 2021 2. BC to work with FEMA after EC is complete to determine next steps
64	107804000052000	X							Final EC Needed	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
65	118802013555003	X							Final EC Needed	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Neighboring property received LOMA; if possible apply for LOMA	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
66	118802013555004	X							Final EC Needed	Structure received LOMA; 19-10-1029A	Follow up with FEMA
67	118802010741003	X							SFD qualifies for LOMA or LOMA-F (if fill was used). Submit final EC for RG to verify it is elevated to 1' above BFE or adequately vented.	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC 4. Have owner apply for LOMA/LOMA-F.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
68										<b>RESOLVED</b>	
69										<b>RESOLVED</b>	
70	118801010853001	X						X	Provide 1st page of final EC. EC missing service equip,emt elevation, type and location. Revise EC and resubmit	1. Planning to contact surveyor to revise EC. 2. Owner needs to elevate mechanical equipment	1. Planning to contact surveyor w/in 30 days.
71										<b>RESOLVED</b>	
72	118801020001001	X						X	Provide EC for entire structure, including addition, with clarification of sq ft and sq in of flood openings. #1 clarification is needed (new EC), #2 verify venting on entire structure- if structure has interior walls, those may need to be vented as well.	1. Building Dept to reach out to owner to see if they are able to provide new EC. 2. If this is not possible, BC Surveying crew will conduct final "as-built" EC. 3. Based on new EC, further venting may be required.	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to vent structure.
73										<b>RESOLVED</b>	

**Remediation Needed**

Property #	Parcel #	EC Needed	Possible Code Violation	No Bldg Permit Req	Floodway No Rise	Subgrade Crawlspace/Venting	Verify if Fill Used	EC Incorrectly Completed	Violation	Proposed Remediation	Milestones
74	118801010288003					X			Provide evidence of vents in detached garage.	Note; parcel address incorrect; should be 20003 S MYRTLE ST KENNEWICK, WA 99337. Based on correct address, both structures in photo are located outside of SFHA.	Follow up with FEMA
75	118801020004002					X		X	Final EC indicated inadequate venting for subgrade crawlspace and service equipment does not appear to be elevated to 1' above BFE. Add vents, clarify height/elevate service equipment and provide revised EC.	1. Planning to contact surveyor to clarify/revise EC. 2. Building Dept to work with owner to vent structure/elevate service equipment if needed.	1. Planning to contact surveyor w/in 30 days. 2. Owner will have 120 days to vent structure/elevated equipment.
76	122803012380002	X							Final EC Needed	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
77	135803011193001	X							Final EC Needed	1. Building Dept to reach out to owner to see if final EC was completed. 2. If not, ask owner to contact surveyor to complete final EC. 3. If this is not possible, BC Surveying crew will conduct final "as-built" EC	1. Bldg Dept contact owner within 1st month. 2. Owner to provide final EC within 90 days or BC can survey for EC Fall 2020/Winter 2021
78	135802013148001	X							Provide final EC or LOMA for development.	No construction has taken place, building permit for new SFD is still on hold due to Flood reqs. Photo taken by FEMA is of old addition to original FAS which was removed (unsure of what year addition was done; per conversation with FEMA 7/6/2020 existing structure ok). Applicant came into office 7/7/2020 to follow up. LOMA has still not been applied for, counsel applicant that any structure would need to be elevated 2 ft above HAG unless he can obtain LOMA.	1. Building permit to remain on hold until applicant provides LOMA or agrees to elevate any proposed structure 2ft above HAG.
79	135802013148002	X	X						Provide elevation for FAS (does not have to be EC but must be certified by WA surveyor). Provide permit/EC for RV or verify it is road ready.	1. Code Enforcement did site visit 6/17/2020 and verified that the RV is road ready (wheels/licensed); see Code Enforcement Case 20-06-080. Code Enforcement did follow up site visit 7/14/2020 and confirmed RV has been removed from property. 2. FAS placed on property 2009. Have Building Dept see if there is any info in file on elevation. Have BC Surveying crew conduct final "as-built" elevation on FAS. 3. FAS may need to be elevated 2' above HAG, if not elevated already.	1. Building Dept to verify file information within 30 days. 2. Owner to provide elevation w/in 90 days or BC can survey for EC Fall 2020/Winter 2021. 3. Owner will have 120 days to elevate structure.
80	135802000003005	X							Provide certification of elevation for Ag bldg (BP# 30805)(does not have to be EC but must be certified by WA surveyor).	Reviewed by C.Posey 10/31/16; Flood zone not ID'd. BC Surveying crew conduct final "as-built" elevation. Venting may be needed; Building Dept to work with owner.	1. Owner to provide elevation within 90 days or BC can survey for EC Fall 2020/Winter 2021. 2. Owner will have 120 days to vent structure if needed.
81	135802013559002					X		X	Final EC indicates attached RG and service equipment are not elevated 2' above HAG and no vents provided for RG. Also inadequate vents provided in crawlspace. Lowest floor of residence not 2' above HAG (.1' too low). Provide req venting and elevate service equipment as needed and provide revised EC.	1. Have surveyor re-verify elevation/grade. Reapply for LOMA if possible. 2. RG needs to be vented and service equip to be elevated.	1. Owner to provide elevation within 90 days or BC can survey for EC Fall 2020/Winter 2021. 2. Owner will have 120 days to vent structure and elevate equipment.
82	113962020002001	X							Final EC Needed.	Photo provided is for parcel 34102 N KENDALL RD. Documented structure is outside of SFHA.	Follow up with FEMA
83	111964000004000				X				Provide evidence of compliance; pump station located within FW.	\$30 million USBR & Benton Irrigation District water conservation projection. 1. Planning to work with BID to obtain documentation of needed information including No-Rise, LOMA-FW or LOMR. 2. May require coordinate with Ecology for remediation.	1. Planning to contact BID within 30 days. 2. BID will have 120 days to provide relevant information.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	BC 09/29/20
<b>Subject:</b>	Approval Request to Post and Fill Position 1911, a Temporary Help - Truancy Counselor
<b>Presenter:</b>	Darryl Banks
<b>Prepared By:</b>	Rosa Garcia
<b>Reviewed By:</b>	Darryl Banks
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Decision / Direction <input type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

## Summary / Background Information

Resolution No. 2020-602 states board approval is required to post and fill positions that have remained vacant. Amid the COVID-19 shut down it was anticipated there may be pending budget cuts at the State level. Position 1911, a Temporary Help - Truancy Counselor position (Temporary Help - Clerical 0115101.173.00000.527.400.1911 and 0115101.174.00000.527.400.1911), was vacated and left vacant anticipating such cuts. State funding was ultimately not reduced, therefore creating a need to re-fill this position.

The Temporary Help - Truancy Counselor will work closely with school personnel to monitor the attendance and provide case management services to youth on a truancy petition.

## Fiscal Impact

Funds are budgeted for this position out of Dept. 173 and 174.

## Recommendation

We recommend that the Board of Commissioners of Benton County authorize the Juvenile Department to post and fill position 1911, a Temporary Help - Truancy Counselor position in Department 173 and 174 (Temporary Help - Clerical 0115101.173.00000.527.400.1911 and 0115101.174.00000.527.400.1911).

## Suggested Motion

I move to authorize position 1911, a Temporary Help - Truancy Counselor, for the Juvenile Justice Center to be posted and filled.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	BC 09/29/20
<b>Subject:</b>	Approval Request to Post and Fill Relief Detention Officer Position
<b>Presenter:</b>	Darryl Banks and Eric Lipp
<b>Prepared By:</b>	Rosa Garcia
<b>Reviewed By:</b>	Darryl Banks
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b> <i>(Multiple boxes can be checked, if necessary)</i>
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Decision / Direction <input type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

## Summary / Background Information

Resolution No. 2020-602 states board approval is required to post and fill positions that are currently vacant including full time, part time and temporary help.

Relief Detention Officers work on call to backfill regular staff when vacation and/or sick leave is used. If we do not have an available pool of relief staff, then we have to call in regular staff and pay overtime. We are constantly advertising for relief and never have enough in the pool to fill the need. The Relief Detention Officer position is critical in helping us attempt to manage our overtime budget in detention.

## Fiscal Impact

Funds are paid out of the current 2019-2020 Dept. 171, Juvenile Operations Budget - Temporary Help.

## Recommendation

We recommend that the Board of Commissioners of Benton County authorize the Juvenile Department to maintain a posting for the Relief Detention Officer position and fill as needed.

## Suggested Motion

I move to authorize the Juvenile Justice Center to maintain an open posting for the Relief Detention Officer position and fill such positions as necessary.

# COMMISSIONERS' AGENDA ACTION SHEET

<b>Meeting Date:</b>	September 29, 2020	
<b>Subject:</b>	Amendment Number 'A' with Washington State Department of Commerce	
<b>Presenter:</b>	Jerrod MacPherson	
<b>Prepared By:</b>	Jennifer Bowe	
<b>Reviewed By:</b>	Matt Rasmussen	
<b>PA Review, Approval to Form:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
<b>Type of Agenda Item:</b>	<b>Type of Action Needed:</b>	
<input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only (1 <sup>st</sup> ) <input type="checkbox"/> Discussion Only (2 <sup>nd</sup> ) <input type="checkbox"/> Decision/Direction <input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

## Summary / Background Information

In June 2020, Benton County executed Contract No. 20-6541C-003 with the Washington State Department of Commerce in the amount of \$11,099,000.00 to assist with costs incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 through October 31, 2020.

Washington State Department of Commerce would like to provide Benton County with an additional \$4,036,000.00 in funding and extend the end date of the contract from October 31, 2020 to November 30, 2020. This would result in a new contract amount of \$15,135,000.00.

## Fiscal Impact

**Amount: \$4,036,000.00**

**Fund: 0000101.139**

## Recommendation

The Washington State Department of Commerce was unable to modify the original contract documents or Amendment A as requested by the PA's office. The PA's office did not approve 'Amendment A' as to form for the following reasons:

- The Department of Commerce was unable to provide a new Special Terms & Conditions that has a 12/15 instead of 11/15 date in paragraph 7.
- A new Attachment A – Scope of Work that deletes the reference to 10/31 and 11/15 and in their place inserts 11/30 and 12/15.

Provide a new Face Sheet that replaces the original Face Sheet, referencing that the new Face Sheet replaces the current Face Sheet, and the attached Special Terms & Conditions and Attachments A – Scope of Work replace those attachments to the original agreement and that all other terms and attachments remain unchanged.

We are requesting that the Board approve the attached Resolution and Amendment 'A' regarding Contract #20-6541C-003 as presented.

## Suggested Motion

Move to authorize the Chairman of the Board to sign Amendment 'A' with the Washington State Department of Commerce – Contract #20-6541C-003 in the amount of \$4,036,000.00 for a total contract amount of \$15,135,000.00.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF APPROVING AMENDMENT NUMBER 'A' TO WASHINGTON STATE DEPARTMENT OF COMMERCE INTERAGENCY AGREEMENT ~ CONTRACT #20-6541C-003 BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE AND BENTON COUNTY**

**WHEREAS**, the Washington State Department of Commerce would like to provide additional funding for costs incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 through November 30, 2020; and

**WHEREAS**, Amendment Number 'A' would extend the end date of the Agreement to November 30, 2020 and increase the consideration by four million thirty-six thousand dollars and no cents (\$4,036,000.00); NOW, THEREFORE,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby approves the attached Amendment Number 'A' with the Washington State Department of Commerce (Contract Number 20-6541C-003) in the sum of \$4,036,000.00 for a total contract amount of \$15,135,000.00; and

**BE IT FURTHER RESOLVED**, the Chairman is hereby authorized to sign the attached Amendment 'A' to Interagency Agreement No. 20-6541C-003 on behalf of the Board; and

**BE IT FURTHER RESOLVED**, this agreement shall begin on March 1, 2020 and terminate on November 30, 2020.

Dated this 29th day of September 2020.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

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

**Amendment**

**Contract Number:** 20-6541C-003  
**Amendment Number:** A

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit  
Coronavirus Relief Fund for Local Governments**

<b>1. Contractor</b> Benton County 7122 W. Okanogan Place, Building A KENNEWICK, Washington 99336		<b>2. Contractor Doing Business As (optional)</b>	
<b>3. Contractor Representative (only if updated)</b> Jennifer Bowe Assistant Finance Manager (509) 222-2395 jennifer.bowe@co.benton.wa.us		<b>4. COMMERCE Representative (only if updated)</b> Tryg Hoff Project Manager (360) 725-2779 Fax 360-586-5880 tryg.hoff@commerce.wa.gov	
<b>5. Original Contract Amount (and any previous amendments)</b> \$11,099,000.00	<b>6. Amendment Amount</b> \$4,036,000.00	<b>7. New Contract Amount</b> \$15,135,000.00	
<b>8. Amendment Funding Source</b> Federal: X State:      Other:      N/A:		<b>9. Amendment Start Date</b> Date of Execution	<b>10. Amendment End Date</b> November 30, 2020
<b>11. Federal Funds (as applicable):</b> \$15,135,000.00	<b>Federal Agency:</b> US Dept. of the Treasury	<b>CFDA Number:</b> 21.019	
<b>12. Amendment Purpose:</b> To provide additional funding for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru November 30, 2020. Final invoices must be received by December 15, 2020.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

<b>FOR CONTRACTOR</b>	<b>FOR COMMERCE</b>
_____	_____
Jim Beaver, Chairman of the Board of Commissioners	Mark K. Barkley, Assistant Director, Local Government Div
_____	_____
Date	Date
<b>APPROVED AS TO FORM ONLY</b>	<b>APPROVED AS TO FORM ONLY</b>
No PA Approval - documentation on file	_____
Benton County Prosecutor's Office	Assistant Attorney General
_____	3/20/2014
Date	Date

## Amendment

This Contract is **amended** as follows:

**Contract amount has been increased by \$4,036,000.00.**

**Contract end date has been extended from October 31, 2020 to November 30, 2020.**

**Final reimbursement request must be received by December 15, 2020.**

**ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.**



## LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, <FIRST, LAST NAME>, am the <TITLE> of <LOCAL GOVERNMENT>, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number <COMMERCE CONTRACT NUMBER> from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period <REPORT PERIOD FROM A-19>.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
  - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
  - c. Were incurred during the period that begins on March 1, 2020, and ends on November 30, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury<sup>1</sup> and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:


1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)


LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2


6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
  
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
  
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date: